City of Santa Clara Meeting Agenda

Call and Notice of Special Meeting of the City Council
Followed by
Joint Meeting of the City Council and Authorities
Concurrent & Santa Clara Stadium Authority Board

Tuesday, June 23, 2026 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE:** Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

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 Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on June 23, 2026, at 5:00 PM to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

Closed Session - 5:00 PM | Special Meeting - 5:30 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1. 26-710 Conference with Legal Counsel-Anticipated Litigation (CC) Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation

Number of potential cases: 1

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.

Convene to Closed Session (Sparacino Conference Room)

5:30 PM SPECIAL CITY COUNCIL MEETING

Call to Order in the Council Chambers

Confirmation of Quorum

2. 26-663 Discussion on the Allocation of Additional Funds in the General Fund Estimated for FY 2025/26, including Convention Center Capital Projects

Recommendation:

1. Review and provide input on the potential allocation of the $20.0 million Reserve for Future Uses in the General Fund; and
2. Direct staff to return with budget actions and/or additional follow-up at a future Council meeting.

3. **26-292** Staff Update and Solicitation of Council Input or Direction on a City Council Request (Council Policy 030) to Revise Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements

Recommendation: Discuss and provide direction related to revising Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements.

4. **26-333** Action on a Council Policy 030 Request for Information on Public Participation Options, and Audio/Visual (A/V) and Broadcasting Requirements for Potential Offsite City Council Meetings, and Direction to Staff

Recommendation: Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

5. **26-631** Continuance of a Rezoning to Remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to Remain in Historic Combining District) and a Tentative Subdivision Map to subdivide the property into two parcels each containing one of the existing residences

Recommendation: Staff recommends that the City Council open the public hearing on this item and then immediately continue the item to the July 14, 2026, Council meeting.

SPECIAL ORDER OF BUSINESS

6.A **26-326** Proclamation of June 2026 as Portuguese National Heritage Month

6.B **26-592** Recognition of the Recipients of the Silicon Valley Power Sustainable Futures Scholarship Program in Partnership with Mission College

6.C **26-683** Proclamation of July 2026 as Park and Recreation Month

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.]

7.A **26-716** Action on the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Meetings.

Recommendation: Approve the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Meetings.

7.B **26-12** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Parks & Recreation Commission - April 13, 2026
Cultural Commission - April 6, 2026
Planning Commission - May 20, 2026

7.C 26-511 Action on Monthly Financial Status and Investment Reports for April 2026 and Approval of the Related Budget Amendments Including the Recognition of Additional Revenue in the General Fund Estimated for FY 2025/26

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for April 2026 as presented; and
2. Approve the Fiscal Year 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. General Fund: increases to revenue including sales tax, property tax, transient occupancy tax, interest earnings, fines and penalties, SVP transfer, other fees for services, other revenue, and reimbursements from Stadium and Bay Area Host Committee, adjustments to various departmental budgets including City Attorney's Office, City Clerk's Office, Finance Department, Fire Department, Police Department, Parks and Recreation Department, and Non-Departmental; a transfer to the Fire Operating Grant Trust Fund and Vehicle Replacement Fund; increases to the Property Tax ERAF Reserve, Pension Stabilization Reserve, unrestricted ending fund balance and the establishment of the Reserve for Future Uses, with a net impact of $41,054,024;
   b. Cemetery Fund: increases to the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of $84,000;
   c. Downtown Parking Maintenance District Fund: increase to capital outlay and decrease to ending fund balance, with a net impact of $0;
   d. Electric Utility Capital Fund: decreases to the beginning and ending unrestricted ending fund balance, recognizes a transfer from the Electric Utility Fund and increases the Major Engine Overhaul and Repair project, with a net impact of ($6,170,000);
   e. Electric Utility Fund: increases to revenue including other revenue, sale of land and charges for services, increases to materials,

services and supplies, contribution in lieu, and resource and production, increases to transfers to the Electric Utility Capital Fund and Vehicle Replacement Fund, and increase to the Rate Stabilization Reserve, with a net impact of $53,125,150;

f. Electric Utility Operating Grant Trust Fund: increase to charges for services, offset with increases to contribution-lieu and the Public Benefits Charges ending fund balance, with a net impact of $1,140,000;
g. Endowment Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $82,000;
h. Expendable Trust Fund: increases to other agencies revenue and other fees for services and increases to the Information Technology, Public Works and Parks and Recreation Departments, with a net impact of $76,500;
i. Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue for the Fire Department and recognizes a transfer from the General Fund for the SAFER grant program, with a net impact of $142,054;
j. Gas Tax Fund: increases the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of $764,019;
k. Parks and Recreation Capital Fund: adjustments to the Mitigation Fee Act and Quimby Act revenue and their corresponding ending fund balances and decreases to the Park Impact Fees Monitoring and Parkland Acquisitions projects, recognizes revenue and establishes the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of ($7,937,104);
l. Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $2,000;
m. Public Facilities Financing Corporation Fund: increase to administrative cost budget and decrease to ending fund balance; with a net impact of $0;
n. Recycled Water Capital Fund: increase to the Recycled Water System Mains and Services

project offset by ending fund balance, with a net impact of $0;

o. Sewer Utility Fund: increase to charges for services, materials, services, and supplies, transfer to the Vehicle Replacement Fund, offset by ending fund balance, with a net impact of $400,000;

p. Streets and Highways Capital Fund: increase to other agencies revenue and the Cupertino-Santa Clara On-Demand Shuttle Project, and reduce the transfer to the Traffic Mitigation Fund, increase the transfer to the Gas Tax Fund, and increase the vehicle registration fee ending fund balance, with a net impact of $210,000;

q. Traffic Mitigation Fund: reduces the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of ($1,161,035);

r. Unemployment Insurance Fund: increase to insurance claims offset by ending fund balance, with a net impact of $0; and

s. Vehicle Replacement Fund: recognizes transfers from the General Fund, and the Electric Utility and Sewer Utility Funds, and increases the capital outlay appropriation, with a net impact of $329,833.

3. Approve the Fiscal Year 2026/27 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 4 of the staff report):

a. General Fund: increases the beginning and ending fund balance for the Reserve for Future Uses, increases the unrestricted beginning fund balance and increases the Non-Departmental appropriation, with a net impact of $20,500,000;

b. Electric Utility Capital Fund: recognizes developer contributions and establishes the Central Expressway and Walsh Ave Transmission Line Clearance Project, with a net impact of $1,863,750; and

c. Parks and Recreation Capital Fund: increases the beginning fund balance and increases the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of

$290,661.

Items 2a - 2s and 3a - 3c, five affirmative Council votes required to appropriate additional revenue and for the use of unused balances.

7.D 26-594 Action on the Award of Purchase Orders with Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials for a Total Maximum Amount Not-To-Exceed $873,085.65

Recommendation: Authorize the City Manager or designee to award purchase orders to Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials in the amounts presented in Table 1 of this report, for a total maximum amount not-to-exceed $873,085.65, inclusive of estimated sales tax and a 15% contingency, subject to the appropriation of funds and approval as to form by the City Attorney.

7.E 26-161 Action on a Grant Agreement with Triton Museum of Art for FY 2026/27 to Support General Museum Operations, Art Exhibitions, and Educational Programs and Delegation of Authority for Future Grant Agreements

Recommendation:

1. Approve and authorize the City Manager to execute the Grant Agreement with Triton Museum of Art in the form presented for an amount not-to-exceed $314,084;
2. Authorize the City Manager to execute future Grant Agreements with Triton Museum of Art in substantially the same form as long as there is an active Agreement for Lease and Operation of Triton Museum of Art between the City and the Triton Museum of Art, subject to budget appropriations; and
3. Authorize the City Manager to make minor modifications to the Grant Agreement as needed, in a final form approved by the City Attorney.

7.F 26-483 Action to Authorize the City Manager to Execute an Agreement with Bear Electrical Solutions, LLC for Traffic Signal Maintenance, Repair, and Support Services

Recommendation:

1. Authorize the City Manager or designee to execute the agreement with Bear Electrical Solutions, LLC for traffic signal maintenance, repair, and support services, for a not-to-exceed amount of $9,603,030, inclusive of the initial five-year term, up to two one-year option periods, and a 10% contingency, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with Bear Electrical Solutions, LLC, including exercising up to two one-year options in accordance with the agreement through 2033, and to negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney.

7.G 26-357 Action on an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project

Recommendation:

1. Approve and authorize the City Manager to execute an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project in the not-to-exceed amount of $1,598,220, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement including time extensions, if needed, in a final form approved by the City Attorney.

7.H 26-654 Action to Authorize the City Manager to Negotiate and Execute Agreements with Hinderliter, De Llamas, & Associates dba HdL Companies and HdL Coren and Cone for Sales, Use, Tax Audit and Recovery Services; Property Tax Audit and Management Services; Transient Occupancy Tax Audit Services; and Santa Clara Tourism Improvement District Assessment Audit and Compliance Services

Recommendation:

1. Authorize the City Manager or designee to execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for sales, use, and transaction tax recovery services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $1,600,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for Transient Occupancy Tax (TOT), Community Facilities District (CFD), and Santa Clara Tourism Improvement District (SCTID) administration and audit services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $230,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to execute an agreement with HdL Coren & Cone for comprehensive property tax management services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $200,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, and to negotiate and execute future amendment(s) to: (a) increase the maximum compensation under the agreements identified in Recommendations No. 1 and No. 3, as necessary, to account for additional revenue resulting from contingency-based compensation

structure, and identified in Recommendation No. 2, as necessary, to account for additional properties added during the term of the agreement, (b) add or delete services associated with the services, (c) adjust rates in accordance with the agreements' rate adjustment provisions, and (d) make de minimis changes, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

7.I **26-418** Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with Tucker Construction, Inc. for Encampment Cleanup Services to Exercise Option Years and to Increase the Total Not-to-Exceed Maximum Compensation and Approve the Related Budget Amendment

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute amendments to the agreement with Tucker Construction, Inc. for homeless encampment cleanup services, to increase the maximum compensation up to $1,135,453, subject to the appropriation of funds and final review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the agreement with Tucker Construction, Inc., including exercising up to the remaining three additional one-year options through June 30, 2029, and to negotiate and execute future amendment(s) to (a) add or delete services consistent with the scope of services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney; and
4. Approve the FY 2026/27 budget amendment in the General Fund, increasing the Department of Public Works budget in the amount of $151,806 and decreasing the unrestricted ending fund balance in the amount of $151,806 **(five affirmative Council votes required for the use of unused balances)**.

7.J **26-196** Action on a Resolution Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway

Recommendation:
1. Adopt a Resolution Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway [APN 104-04-115 (2025-26)]; and
2. Authorize the Recordation of the Resolution.

7.K **26-607** Action on a Resolution Approving and Adopting the Updated Records Retention Schedule for All City Departments

Recommendation: Adopt a Resolution approving a new Citywide Records Retention Schedule including the Santa Clara Police Department and Rescind Resolutions 25-9459 (adopting a Records Retention Schedule for the Santa Clara Police Department) and 12-7965 (Old Citywide and Departmental Retention Schedule).

7.L **26-696** Action to Approve the Modifications to Classified Position Specifications and Adopt a Resolution Approving and Adopting Updated Salary Plans for Classified Positions

Recommendation:
1. Approve various modifications to the classification plan, as follows, as detailed in the corresponding Class Specification attachments:
   a. Approve the Modifications to the Legal Office Specialist (Job Code 519) Class Specifications, and
   b. Approve the Addition of the Assistant Training Officer - 80 Hour (Job Code 233) Class Specification.
2. Adopt a Resolution in the form presented to approve and adopt the revised salary plans for various classified positions (effective July 5, 2026) to satisfy the requirements of California Code of Regulations Section 570.5.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

8.A **26-449** Action on Agreements with ASF Electrical, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc. for On-Call Electrical Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Option Years and Contingency Across All Three Agreements, and Delegated Authority for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc., to provide on-call electrical maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreement, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1,

2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement for contract years two through five (April 1, 2027- March 31, 2031), by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

8.B 26-448 Action on Agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. for On-Call General Contractor Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Contract Years and Contingency, Across All Three Agreements, and Delegated Authority for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under the agreements is limited to a total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to

cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

8.C 26-450 Action on Agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc. for Mechanical and Plumbing Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Not-To-Exceed Amount of $1,506,408, Inclusive of All Contract and Option Years and Contingency, Across All Three Agreements, and Delegated Authority for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc., to provide on-call as-needed mechanical and plumbing maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period as $250,000 to cover services during each extension; (b) increase

the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

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

9. **26-705** Action on an Agreement with Blair, Church & Flynn Consulting Engineers for Design Professional Services for the Citywide Electric Vehicle Charging Stations Installation Project and Related Budget Amendments (DEFERRED FROM JUNE 9, 2026)

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with Blair, Church & Flynn Consulting Engineers for design professional services for the Citywide Electric Vehicle Charging Stations Installation Project with maximum compensation not-to-exceed $1,374,595 and a term through December 31, 2031, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute amendments to the agreement to make modifications as needed, including time extensions, subject to the compensation limit and appropriation of funds, in final forms approved by the City Attorney; and
3. Approve the following Fiscal Year 2025/26 budget amendments:
   a. In the Electric Operating Grant Trust Fund, decrease the Greenhouse Gas Program Ending Fund Balance and establish a transfer to the Public Buildings Capital Fund in the amount of $1,484,595 **(five affirmative Council votes required for the use of unused balances)**; and
   b. In the Public Buildings Capital Fund, establish the new Citywide Electric Vehicle Charging Stations Installation Project and recognize a transfer from the Electric Operating Grant Trust Fund and in the amount of $1,484,595 **(five affirmative Council votes required to appropriate additional revenue)**.

PUBLIC HEARING/GENERAL BUSINESS

10. **26-329** Public Hearing: Adoption of a Resolution Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District (District), and Action on an Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the District

Recommendation:

1. Adopt a Resolution of the City of Santa Clara, California Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District;
2. Approve and authorize the City Manager to execute the proposed Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the Santa Clara Tourism Improvement District on the terms presented, in a final form approved by the City Attorney; and
3. Authorize the City Manager to make minor and administrative modifications to the Agreement, approved as the form by the City Attorney, if necessary.

11. **26-706** Action on Proposed FY 2027/28 Santa Clara Stadium Authority Capital Expense Projects (DEFERRED FROM JUNE 9, 2026)

Recommendation: Approve staff's recommendation on the proposed Santa Clara Stadium Authority Fiscal Year 2027/28 Capital Expense Projects, totaling $11,080,731, as described in the report and "Recommendations for Stadium Manager's Proposed FY 2027/28 CapEx Projects" attachment, including funding levels and next steps.

12. **26-691** Discussion and Approval of the Formation of a Community Advisory Committee to Support the Evaluation of Future City Hall Facility Options and Appointment of Committee Members

Recommendation: Approve the formation of a Community Advisory Committee consisting of one representative appointed by each City Councilmember and one at-large representative appointed by the Mayor to provide advisory input regarding the evaluation of the future of City Hall.

13. 26-697 Action on Approval of Resolution Approving and Adopting the Updated Unclassified Salary Plan for Various Positions including the Updated Salaries of the City Manager and the City Attorney pursuant to their respective Employment Agreements, and Adopt a Resolution Approving and Adopting the Unclassified Salary Plan for Various Positions including the classifications of City Manager and City Attorney

Recommendation:

1. Approve modifications to the salary for the City Manager, including (A) a salary adjustment for the City Manager of approximately 2.0% retroactive to and effective May 10, 2026, effective May 10, 2026, resulting in a new annual salary of approximately $439,382.71, with a corresponding retroactive payment of $994.08, and (B) adopt a Resolution updating the Unclassified Salary Plans (effective May 10, 2026) approved June 23, 2026;
2. Approve modifications to the salary for the City Attorney, including (A) a salary adjustment for the City Attorney of approximately 2.0% retroactive to and effective March 1, 2026, resulting in a new annual salary of approximately $377,870.34, with a corresponding retroactive payment of $2,279.76, and (B) adopt a Resolution updating the Unclassified Salary Plans (effective March 1, 2026) approved June 23, 2026;
3. Approve various modifications to the Unclassified Classification Plan, as follows, as detailed in the corresponding Class Specification attachments:
   a. Approve the Creation of the Assistant Director (Job Code 133) Class Specification, and
   b. Approve the Creation of the Division Manager (Job Code 136) Class Specification.
4. Adopt a Resolution to approve the revised salary plans for unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective July 5, 2026.

14. **26-524** Public Hearing: Action on a Vesting Tentative Parcel Map (PLN25-00559) to Merge Four Existing Legal Parcels Into One Legal Parcel, With No Construction or Site Improvements Located at 3250 Jay Street. CEQA Status: Exempt from CEQA per Class 15 and Action to Adopt a CEQA Exemption Checklist 15183 for Future Redevelopment

Recommendation:

1. Determine the tentative map to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15;
2. Adopt the Checklist Under CEQA Guidelines Section 15183 for the future redevelopment of the site; and
3. Adopt a resolution to approve the Vesting Tentative Parcel Map to merge the four parcels at 3250 Jay Street, making the required findings and subject to conditions of approval.

15. **26-508** Public Hearing: Action to approve (1) the 2025 Urban Water Management Plan and (2) the 2025 Water Shortage Contingency Plan

Recommendation:

1. Determine that the proposed actions are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(v) of Title 14 of California Code of Regulations;
2. Adopt a Resolution approving the 2025 Urban Water Management Plan; and
3. Adopt a Resolution approving the 2025 Water Shortage Contingency Plan

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next scheduled special meeting is on Tuesday, June 30, 2026 in the City Hall Council Chambers.

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.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

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)

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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. 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
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Agenda Report

26-710 Agenda Date: 6/23/2026

SUBJECT

Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation

Number of potential cases: 1

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REPORT TO COUNCIL

SUBJECT

Discussion on the Allocation of Additional Funds in the General Fund Estimated for FY 2025/26, including Convention Center Capital Projects

BACKGROUND

As reported in the Monthly Financial Reports during FY 2025/26, General Fund revenues are tracking above the budgeted levels and expenditures are expected to end the year below budget. A portion of this higher revenue and expenditure savings ($17.0 million) was assumed and programmed in the FY 2026/27 Adopted Budget. This included $13.9 million in the Proposed Budget that allowed additional investments, such as the transfer to the new Infrastructure Replacement Capital fund and funding for the Pension Trust contribution. As part of the FY 2026/27 budget adoption, an additional $3.1 million in fund balance was assumed, primarily from the carryover of unspent funds from FY 2025/26 to FY 2026/27.

Additional fund balance above the $17.0 million already programmed is expected by year-end. The April Monthly Financial Report (RTC 26-511) includes budget actions to set aside an additional $20.0 million generated from higher estimated revenues into a Reserve for Future Uses. Staff is requesting City Council feedback on the use of these funds.

At the public hearing on the adoption of the FY 2026/27 and FY 2027/28 Biennial Capital Budget on June 9, 2026, there was discussion and public feedback about the Senior Center membership fees and operations at the Senior Center. This report provides initial information to address the comments.

DISCUSSION

Potential Allocation of Additional Fund Balance

There is $20 million available for potential allocation by the City Council. These additional funds are considered one-time in nature as the higher FY 2025/26 collection levels have been factored into the FY 2026/27 revenue estimates.

Following are recommended expenditure categories for consideration:

- Transfer to the Infrastructure Replacement Capital Fund: Increase the transfer by $7.0 million (from $10.4 million to $17.4 million). This would bring the Infrastructure Replacement Capital Fund reserve to 5% of General Fund expenditures in FY 2026/27.

- Transfer to the Convention Center Capital Fund: Establish a transfer of $7.6 million to the

Convention Center Capital Fund to fund priority projects in FY 2026/27. Capital needs of $13.8 million have been identified for the Convention Center over the next five years as described in Attachment 1. Given the significant capital needs for this facility, funding from the General Fund is recommended. Staff will also continue to work with OVG360 (Oak View Group), the Convention Center operator, to determine if there is any additional funding available from annual net income to support capital projects.

The potential allocation of $7.6 million would cover the FY 2026/27 capital needs as follows:

- Outdoor Marquee Project ($2.23 million)
- Security System Addition of Security Cameras and Access Control Measures ($1.4 million)
- Replacement of Electrical Switch Gear ($1.11 million)
- Fire Safety Updates ($655,000)
- Boiler Replacement ($500,000)
- Interior Paint Project - Main Lobby, Glass Pyramids, Great America and Mission Halls ($500,000)
- Exterior Paint Project Docks and Back Area ($450,000)
- Convention Center Maintenance Equipment Purchases ($354,865)
- Replacement of Exterior Tile Pavers - Second Floor Terrace ($200,000)
- Freight Elevator Hydraulic Pump and Power Unit Replacement ($127,687)
- LED Video Wall Installation - Main Lobby ($50,000)
- Convention Center Electrical Floor Box Assessment ($17,000)

- Increase the Capital Projects Reserve: Increase the Capital Projects Reserve by $5.4 million (from $12.5 million to $17.9 million). These funds would be available to address capital project needs throughout the City.

The additional funding is recommended to be allocated to address capital infrastructure needs given the significant backlog in this area. This use also adheres to the budget principle to allocate one-time funding sources to one-time uses. The City Council may determine other potential uses for the $20.0 million.

Senior Center Membership Fees and Operations

At that June 9th budget adoption Council meeting, staff presented information on Senior Center membership fees in response to questions from the May 19, 2026 budget study session. Senior Center operations are subsidized by the General Fund. In FY 2025/26, Senior Center revenue is projected at $356,000, including membership fees as well as senior recreation activities and classes. In comparison, the FY 2025/26 General Fund budget to operate the Senior Center and its programs totals $1.87 million, resulting in a budgeted cost recovery rate of approximately 19%.

Membership fees are broken down into basic fees ($12 per year) and premium fees ($37 per year). Non-residents can sign up for the basic membership which is assessed at the same rate as the premium resident rate. Non-residents are offered the basic membership to ensure that residents have maximum access to the additional premium programming, such as the drop-in fitness center and natatorium. There are currently 90 residents with the basic membership, 2,437 residents with the

premium membership, and 19 non-residents. The resident premium memberships generate 98% of the annual membership revenue, which is estimated at approximately $92,000 based on the current enrollment.

Staff also presented the following benchmarking information. As shown below, approximately half of the cities charge an annual membership fee, and the premium resident rate for Santa Clara is mid-range of the resident rates charged by other cities.

SENIOR CENTER ANNUAL MEMBERSHIP FEES			
City	Resident Rate	Non-Resident Rate	Premium Resident Rate
Santa Clara	$12	$37	$37
Campbell	$25	$35	NA
Cupertino	$25	$35	NA
Sunnyvale	$40	$60	NA
Milpitas	$15	$35	NA
Los Gatos	$45	$45	NA
Saratoga	$45	$45	NA
Average (All Cities)	$30	$42	NA
Average (w/out Santa Clara)	$33	$43	NA
SENIOR CENTERS IN SANTA CLARA COUNTY WITH FREE ANNUAL MEMBERSHIP			
Mountain View	$0	$0	NA
Palo Alto	$0	$0	NA
Los Altos	$0	$0	NA
Gilroy	$0	$0	NA
Morgan Hill	$0	$0	NA
San Jose	$0	$0	NA
Overall Average (All Cities)	$16	$22	NA
Overall Average (w/out Santa Clara)	$16	$21	NA

There was also discussion about the Senior Center operations, including the hours available for the pool. Currently, the Senior Center pool is open Monday through Thursday from 8 a.m. to 1 p.m., Monday and Wednesday from 4 p.m. - 6:30 p.m., and Saturday from 8:30 a.m. - 11:30 a.m., for a total of 28 hours per week. Prior to the pandemic, the pool was open Monday through Thursday from 7 a.m. to 1:30 p.m. and from 3 p.m. - 6:30 pm, Friday from 7 a.m. - 1:30 p.m. and 3 p.m. - 4:30 p.m., and Saturday from 9 a.m. - 11:30 a.m. for a total of 50.5 hours per week.

The hours are currently below pre-pandemic levels due to regional and local aquatic staffing challenges. There has also been a nationwide lifeguard shortage in recent years with approximately one-third of the country's public swimming pools affected by reduced hours or closures. Prior to the pandemic, the aquatics program employed 30 as-needed lifeguards year-round and 60 as-needed lifeguards during the summer season. Currently, the Parks and Recreation Department is operating with approximately 12-15 as-needed lifeguards year-round and 45 lifeguards during the peak season. Staff will continue to work to recruit and retain lifeguards, including working with the Human Resources Department to review lifeguard wages. Other staffing models may also be considered, including the addition of full-time lifeguard staff.

Staff is also working on the Senior Center Natatorium HVAC project, and an agreement for the HVAC rehabilitation is expected to be brought forward for City Council approval on July 14, 2026. In the future, the Public Facilities and Infrastructure Bond Measure (Measure I) will provide funding of $9.5 million for the Senior Center Expansion/ Rehabilitation project that will be budgeted in a future bond funding phase/tranche.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment.

FISCAL IMPACT

The April Monthly Financial Report allocates $20.0 million of additional General Fund revenue to a Reserve for Future Uses. These funds are available for allocation by the City Council.

The final reconciliation for FY 2025/26 will be brought forward for City Council consideration as part of the FY 2025/26 Budgetary Year-End Report planned for December 2026. It is anticipated that a modest amount of additional fund balance will be available for allocation at that time.

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

1. Review and provide input on the potential allocation of the $20.0 million Reserve for Future Uses in the General Fund; and
2. Direct staff to return with budget actions and/or additional follow-up at a future Council meeting.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Jovan D. Grogan, City Manager

ATTACHMENT
1. Convention Center Five-Year Capital Improvement Program Project Detail

Convention Center Summary by Fiscal Year

CIP Needs by Fiscal Year

	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	Five Year Total
Estimated Costs	7,591,487	4,791,963	278,786	285,861	832,935	**13,781,032**
Recommended Funding	**7,591,487**	-	-	-	-	**7,591,487**
Unfunded Needs	-	4,791,963	278,786	285,861	832,935	**6,189,545**

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2026/27	Replacement of Electrical Switch Gear	This project will fund the assessment and required repairs to the power distribution unit adjacent to Dock 4 at the rear of the Center. This unit, roughly the size of a tractor trailer, houses both the facility's circuit breaker and switchgear. Following a complete power outage in the winter of 2022, it was determined that condensation inside the unit was the root cause. The condensation resulted from holes in the unit's roof and was exacerbated by the inoperative heating system, originally designed for dehumidifying the closets. While the heating system has been repaired and is fully operational, the hardware components within the closets are exhibiting severe rust and erosion. This deterioration poses a potential issue if heavy rainfall were to occur and the heating system failed again. In the interim, a tarp has been placed atop the unit to mitigate water and condensation ingress. To avert future power outages and system disruptions, it is recommended that the entire roof of the unit be resealed or replaced, and the corroded materials within the unit be repaired or replaced.	$ 1,111,935
FY 2026/27	Boiler Replacement	This project will fund the replacement of one if two aging boilers at the Center; replacement of the second boiler is recommended for FY 2030/31. The boilers serve as the primary heat distribution mechanism throughout the facility. The existing boiler system is outdated, nearing the end of its operational life, and encountering increasing challenges in sourcing replacement parts. The age of the equipment also hampers its ability to effectively regulate temperatures during events, potentially affecting the comfort of attendees. While the current system is antiquated and parts are becoming scarce, some operational upgrades were initiated in FY 2021/22. In May 2022, the boiler faced issues with heat regulation, with a technician discovering a malfunction in the Building Management System (BMS) that made heat control difficult. A temporary bypass solution was employed, followed by an eventual update and repair of the system. Additionally, the Safeguard 550 low-water controller was replaced during this time.	$ 500,000
FY 2026/27	Security System Addition of Security Cameras and Access Control Measures	The Convention Center is in need of enhancements to the security program throughout the facility. The current system is outdated and limited to expiring hardware and equipment. The safety of Center guests and staff is paramount and this project would add modern security camera technology and access control functions that will enhance the safety environment for all. In addition, depending on the finalized security camera and access control design, this project will help keep staffing levels to a bare minimum without jeopardizing safety and security. Moving to a keyless entry system at the Center will result in the prevention of unauthorized access, ability to track access for each door in the Center, and flexibility and control over providing access to personnel. By investing in this comprehensive keyless entry solution, the Santa Clara Convention Center will not only enhance security but also realize workflow efficiencies. Furthermore, the system's data capabilities will provide insights that can inform better operations, making it a cost-effective choice in the long run.	$ 1,400,000

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2026/27	Fire Safety Updates	This project will fund various updates to the Convention Center to improve fire safety around the facility. This work would include replacing the acoustical drapes and rigging plot in the Center Theater and the repair of the smoke and heat vents. There will also be additional repairs done to the ceilings and walls around the Hall B concession stand to ensure full City Code compliance. This project will also fund the reconfiguration of the Control Room located in the warehouse area of the Center. As recommended by the Fire Marshal, reconfiguration of the existing space could increase functionality and organization. To address this, it is proposed that new, wall-mounted monitors for the security system are installed and removal of older counters to enhance accessibility during emergencies. These enhancements will optimize the space, improving functionality and ensuring it serves its purpose effectively, especially in critical situations.	$ 655,000
FY 2026/27	Replacement of Exterior Tile Pavers Second Floor Terrace	The project will fund a comprehensive assessment and any recommended repairs, replacement, and waterproofing of tiles in specific areas of the Center. Due to years of exposure, this area exhibits cracking that, without constant and diligent monitoring, could cause safety concerns on walking surfaces. These areas include the second floor outdoor area from the parking garage bridge to the glass wall of the walkway from the Hyatt Hotel and the outdoor terrace surrounding the 200 Level meeting rooms with slate tiles.	$ 200,000
FY 2026/27	Freight Elevator Hydraulic Pump and Power Unit Replacement	This project will fund a comprehensive replacement of critical equipment for the freight elevator. This includes the removal and replacement of the existing hydraulic pump unit serving the freight car, removal and replacement of the existing power unit, operational testing and coordination with the State for all required communication and documentation.	$ 127,687
FY 2026/27	Outdoor Marquee Project	This project will fund updates to the Convention Center's four outdoor marquees located in front of the facility. These marquees, original to the Center and last updated in the late 1990s/early 2000s, suffer from antiquated technology, making repairs nearly impossible and replacement parts incredibly scarce. All four boards have become inoperable, their pixelated imagery and lack of modern capacity rendering them ineffective. The project will comprehensively assess and modernize the marquees with high-resolution displays, advanced control systems, and sustainable maintenance, enhancing their visual appeal and event promotion capabilities. This upgrade will not only rejuvenate the Center's image but also contribute to its ability to market and promote events attractively.	$ 2,225,000

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2026/27	Convention Center Maintenance Equipment Purchases	This project will fund the purchase of various maintenance equipment, including floor burnishers, floor scrubbers, a boom lift and carpet extractor. Floor burnishers and floor scrubbers are used for the polished concrete in the main lobby. These units can also be utilized to clean all hard surfaced areas in the Center. Boom lifts are versatile aerial platforms equipped with extendable arms and they serve multiple purposes. Boom lifts are primarily used for tasks requiring elevated access, such as replacing lighting and rigging installations, signage placement, and overall general maintenance.	$ 354,865
FY 2026/27	Interior Paint Project - Main Lobby, Glass Pyramids, Great America and Mission Halls	This paint project will focus on the interior areas of the Center. Last year, the exterior areas of the front entrance were refreshed with black paint, including the canopies and window trim. In addition, the exterior concrete columns were refreshed with a stucco application. These two applications of stucco and paint would be continued inside of the Center, in the lobby to the windows and columns for a refreshed look. The areas on both floors that would be refreshed are all interior walls, admin hallway, restrooms and hallways, including the metal trim of all windows, doors, and pyramid glass. This refresh project will help modernize the Center's appearance and aid in selling the Center for new business.	$ 500,000
FY 2026/27	LED Video Wall Installation - Main Lobby	The Convention Center management team purchased a LED wall that needs to be installed in the lobby area of the venue. The installation of this wall requires additional power and data conduit runs. In addition, the commissioning of the unit into a control system will be needed. This equipment will provide an additional asset to the digital signage program at the Center.	$ 50,000
FY 2026/27	Exterior Paint Project Docks and Back Area	The exterior exhibits prominent signs of extensive fading and wear and tear, resulting from years of exposure to pollution, adverse weather conditions, and staining. This project will focus on the loading dock and "back area" of the venue. There was a previous project focused on the front entrance area and glass pyramids of the Center.	$ 450,000
FY 2026/27	Convention Center Electrical Floor Box Assessment	This project will fund a comprehensive evaluation of the electrical floor boxes throughout the Center's Exhibit Halls. These floor boxes, embedded in the flooring, serve the essential function of providing power and data connections to exhibit booths, stages, etc., throughout events. The assessment will encompass both the external and internal components of these floor boxes. External components, which in some instances are slightly raised above the Exhibit Hall floor, are showing signs of aging. The internal seals are worn and they, in some cases, allow debris to enter the boxes. The assessment's objective is to identify suitable options and estimate costs for either upgrades, repairs, or even full replacement of the systems integrated into the floor boxes. The findings from this assessment will guide future project proposals.	$ 17,000
		Subtotal FY 2026/27 Capital Program Improvement Funding Need	**$ 7,591,487**

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2027/28	HVAC (BMS) Upgrade Software (Including Lighting)	This project will fund the procurement of a new Building Management System (BMS). The BMS serves as the central control system for managing critical facility subsystems, including HVAC, chilled water systems, and central heating systems. The current BMS is the original system and has experienced ongoing intermittent failures leading to disruptions in conditioned air supply. In an effort to mitigate these issues, a temporary "stop gap" system was implemented in FY 2019/20, providing limited stability. However, the aging BMS is nearing the end of its functional life, with extensive work required to potentially connect 39 units (air handlers, chillers, cooling tower, boilers) to the outdated system. Funding will be used for engineering assessments and anticipated licensing expenses. This includes an assessment and selection of BMS system, addressing connections to all 39 units.	$ 3,292,380
FY 2027/28	Convention Center Lighting Control System	This project will fund the upgrade and replacement of the lighting control system at the Center. The existing manual system presents challenges associated with human error, often resulting in lights being inadvertently left on, which subsequently escalates utility costs for the facility. The proposed new system incorporates scheduling software that can manage and monitor lighting requirements, optimizing energy usage and minimizing unnecessary expenses. Furthermore, the current lighting system within the Exhibit Halls lacks individual flexibility, hindering the customization of lighting to accommodate the unique needs of certain clients. Presently, the system only offers the option to dim or turn off entire rows of lighting. The incorporation of the enhanced lighting control system not only ensures greater operational efficiency but also provides clients with a superior experience by allowing precise scheduling and configuration of lighting to align with specific event requirements. This project represents a step toward modernizing the facility, conserving energy, and enhancing the overall client experience at the Center.	$ 250,000
FY 2027/28	Convention Center Exhibit Hall Chairs (Seating)	This project will fund the purchase of new folding chairs and storage carts for Exhibit Hall seating. The current inventory of folding chairs, approximately 5,000 units, has aged considerably, with a majority of them purchased back in 1986. Over the past 34 years, nearly 1,000 chairs have been replaced. The chairs have cushions and are cleaned by the Center annually. It is now imperative to upgrade the aging chairs to meet modern standards and enhance the overall comfort and functionality of Exhibit Hall event. This project funds approximately 5,250 new chairs and 66 chair carts. The new chairs are designed to be lighter in weight but maintain the durability that matches that of the original chairs. To accommodate the new chairs, the older inventory will need to be either auctioned off or relocated to another location, providing space for the modern seating.	$ 922,375

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2027/28	Convention Center Equipment Table Project	This project will fund the purchase of 300-400 new tables and table carts. The current inventory of tables, while still usable, has undergone wear and tear over time. Acquiring new tables will not only replace the damaged ones, but will also expand the available inventory. To make room for the new tables, any damaged existing tables will be either auctioned off or disposed of. Several reputable vendors offer commercial tables that meet the Center's requirements. This project ensures the availability of high-quality tables for a variety of Center events, contributing to the overall efficiency and functionality of the facility.	$ 193,500
FY 2027/28	Convention Center HVAC Duct Work and Water Pumps	This project will fund needed repairs/replacement of HVAC duct work and related water pump replacement to be done in two phases. Both the duct work and water pumps are part of the overall HVAC system. The duct work is what carries the chilled or heated air throughout the facility, which would be Phase I. The water pumps are used to push the water through the chiller or boiler for heating, which would be Phase II. It has been multiple years since the duct work over the Great America wing has been assessed. The duct work system is a critical component of the HVAC (Heating, Ventilation, and Air Conditioning) infrastructure, responsible for maintaining indoor air quality and ensuring occupant comfort. A well-maintained system helps in maintaining optimal indoor air quality by minimizing the buildup of dust, allergens, and contaminants, which can have a direct impact on the health and well-being of visitors, staff, and event attendees. Leaky or inefficient duct work can lead to substantial energy losses. OVG 360 recommends hiring a third party to review the duct work and make recommendations for replacement or repairs. Regular assessments help identify and rectify issues such as air leakage, blockages, or poor insulation, thereby improving the overall energy efficiency of the HVAC system. This, in turn, reduces operational costs and minimizes the carbon footprint of the convention center. This project includes funding for the report and associated staff time.	$ 107,201
FY 2027/28	Convention Center Plumbing Upgrades	This project will fund the replacement and installation of point-of-use water heaters in the Center kitchen and restroom areas. The life expectancy of point-of-use (POU) water heaters is typically between 8-12 years. The current water tanks are original to the facility. There are 24 units throughout the property and four units have been replaced over the past several years. This project aims to enhance several critical aspects of the Convention Center's operations, including improved sanitation and reduced germ spread. Additionally, it will likely lead to cost savings by reducing the potential need for frequent replacements. The replacement units are also expected to contribute to more efficient water conservation and energy usage, promoting sustainability and prolonged equipment life. Notably, the project will require larger power sources for the newly replaced units, necessitating the expertise of a third-party electrician to assist with power distribution.	$ 26,507
		Subtotal FY 2027/28 Capital Program Improvement Funding Need	**$ 4,791,963**

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2028/29	Ceiling Project - IDF, Storage Rooms, Vintage Valley	This project will fund upgrades to the ceilings in the IDF (Intermediate Distribution Frame - a room where systems live and where information to operate those systems flows through), storage closets, Vintage Valley Market, and other areas throughout the Center to address fire sprinkler protection deficiencies resulting from drop ceilings never being installed in those areas. The Fire Marshal has recommended the installation of drop ceilings in these spaces, which currently have open ceilings reaching a height of approximately 28 feet, similar to the Exhibit Halls. The primary objective is to enhance fire sprinkler protection and overall safety in these areas while controlling expenses to the extent possible. This project aligns with the Fire Marshal's recommendations and ensures a safer environment throughout the Convention Center.	$ 28,600
FY 2028/29	Convention Center Security Concrete Bollards (Fire Control Systems)	This project will fund the purchase and installation of concrete bollards to protect the outdoor Fire Control Systems at the rear of the facility. Currently there are no measures in place, other than locks. This project would upgrade the security to this vital system.	$ 175,000
FY 2028/29	Convention Center 2-Way Radio Project	This project will fund the replacement of or upgrades to the 2-way radios and radio repeater. 2-way radios are a vital staff communication tool for all Center events. The existing radio system is becoming outdated and requires upgrades to keep pace with technological advancements. Shifting to digital technology offers the advantage of ongoing software updates, ensuring compatibility with evolving technology. Additionally, the installation of a new repeater will significantly expand coverage, facilitating improved internal staff communication and communication with clients due to a broader coverage area. These enhancements are pivotal for enhancing communication during events, contributing to a smoother and more efficient operation. While the current repeater is in good condition, individual radio units and batteries are showing signs of wear and deterioration. As staff numbers increase, the demand for new and updated digital radios will grow. The project also notes annual expenses of approximately $3,450 for batteries, radio chips, and maintenance throughout the year, emphasizing the need to incorporate these costs into the Center's operating budget. This project is vital for ensuring reliable and up-to-date communication tools for staff, ultimately enhancing the success of events held at the Convention Center.	$ 75,186
		Subtotal FY 2028/29 Capital Program Improvement Funding Need	**$ 278,786**

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2029/30	Convention Center Equipment Performance Staging	This project will fund the purchase of 48 pieces of new 6' x 8' portable staging. Portable staging is used by various groups and businesses across all areas of the Center. For safety and aesthetic reasons, it is advisable to replace portable staging every 10-15 years. The Center currently possesses two different colors of staging, brown and black, in the 6' x 8' size, configurable at heights of 16", 24", or 32". These stages are primarily utilized in the ballrooms and meeting rooms. To create a more cohesive and uniform appearance throughout the facility, the Center recommends the purchase of new staging pieces featuring black carpeting. Of the 104 existing staging pieces, 64 have surpassed the 25-year mark and are in need of replacement or refurbishment. The project seeks to procure as many new pieces as possible within the allocated budget, ensuring that the Center maintains an up-to-date and consistent staging setup that enhances both safety and aesthetics for events held within the facility.	$ 285,861
		Subtotal FY 2029/30 Capital Program Improvement Funding Need	**$ 285,861**
FY 2030/31	Main Lobby Floor In-Fill & Archway Demolition	In order to optimize the Convention Center's main lobby, the prior management team constructed a platform over a sunken area of the lobby to address space constraints. This platform, although structurally sound was, as part of the Convention Center Refresh project initiated in FY 2020/21, recommended to be infilled. This would ensure a more robust and enduring solution and would enhance the main lobby's functionality, accommodating activities such as registration and displays more effectively. Additionally, in the refresh project consideration was given to the removal of the existing archway. The removal of this archway is proposed to not only contribute to the aesthetic revitalization of the lobby, but also to facilitate additional natural light for the soon to be constructed "Connect Café". Removal of the archway would also improve overall visibility in the main lobby area.	$ 95,422
FY 2030/31	Convention Center Main Sound System Upgrades	This project will fund upgrades to the Center's Main Sound System. There are ongoing issues with the current audio system throughout the Center. The system has been experiencing a persistent hum and intermittent dropouts, which have impacted the quality of audio during events. In response to these challenges, Encore, the Center's AV provider, has provided speakers as a temporary solution; however, a more comprehensive approach is needed. This project focuses on upgrading the software and replacing several components within the audio system. The goal is to alleviate these issues and restore the system to full operational capacity. By enhancing the audio system, the Convention Center aims to provide a higher-quality audio experience for events and ensure the reliability of its audio equipment.	$ 88,127

Santa Clara Convention Center Five-Year Capital Improvement Program Project Detail

Fiscal Year	Project	Project Description	Estimated Cost
FY 2030/31	Wall Covering Project	This project will fund the refurbishment of acoustical panels within the Great America Ballroom and meeting rooms to achieve a consistent appearance with those in the 200's. The project encompasses expenses related to fabric, reupholstery services, materials, and labor. The primary objective is to create uniformity in the aesthetics of the acoustical panels, enhancing the overall ambiance and appearance of these spaces. By recovering these panels, the Convention Center seeks to provide a more cohesive and visually appealing environment for various events and gatherings.	$ 149,386
FY 2030/31	Boiler Replacement	This project will fund the replacement of the second aging boilers at the Center. The boilers serve as the primary heat distribution mechanism throughout the facility. The existing boiler system is outdated, nearing the end of its operational life, and encountering increasing challenges in sourcing replacement parts.	$ 500,000
		Subtotal FY 2030/31 Capital Program Improvement Funding Need	**$ 832,935**
		Total FY 2026/27 - FY 2030/31 Capital Improvement Funding Need	**$ 13,781,032**

REPORT TO COUNCIL

SUBJECT

Staff Update and Solicitation of Council Input or Direction on a City Council Request (Council Policy 030) to Revise Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements

BACKGROUND

At the November 18, 2025 City Council meeting, Councilmember Chahal submitted a Council Policy 030 request to consider possible revisions Title 17, Chapter 17.15, Table III of the City Code related to requirements for public improvements. City Council approved a motion to agendize this 030 request for discussion at a future meeting. The purpose of this report is to provide information on Chapter 17.15 and its application in relation to City requirements for street improvements (such as sidewalk upgrades), in connection with planning entitlement and building permit applications (i.e. residential additions).

City Code Title 17, Chapter 17.15, Table III: Title 17 of the City Code is entitled “Development” and includes Chapter 17.15, entitled “Property Development,” which defines certain policies, requirements, and procedures for the development of property in the City. Included within Chapter 17.15 is Section 17.15.110, entitled “On-site dedications, easements, and rights-of-way” as shown below and also included as Attachment 1.

§ 17.15.110 On-site dedications, easements, and rights-of-way.
<https://ecode360.com/47553397>

(a) <https://ecode360.com/47553397> The developer shall grant to the City, without cost, all easements and/or rights-of-way (excluding easements and rights-of-way for street purposes that are provided for in subsection (b) <https://ecode360.com/47553486> of this section) necessary (1) for serving the property of the developer and (2) for the installation of utilities, flood-control improvements, and public service facilities.
(b) <https://ecode360.com/47553397> The developer shall also grant to the City, without cost, all easements and/or rights-of-way for street purposes necessary for serving the property of the developer and to install required street improvements in accordance with actions listed in Table III.
(c) <https://ecode360.com/47553397> Off-set credits shall be allowed the developer for existing street improvements previously paid to the City in accordance with the provisions of SCCC § 17.15.100 <https://ecode360.com/47553483> and § 17.15.260 <https://ecode360.com/47553550>.

City Code 17.15.110(b) requires that a developer grant to the City, without costs, easements and/or rights-of-way for street purposes necessary for serving the property and install required street

improvements in accordance with Table III (Attachment 2).

Table III of Chapter 17.15 requires that dedication and street improvements are required in connection with:

- Final Maps, Parcel Maps, and Zoning
- Residential: Any single private improvement or any series of private improvements made within a three-year period involving 800 or more square feet of any new construction, addition, or reconstruction.
- Non-Residential: Any single private improvement or any series of private improvements made within a three-year period valued at $200,000 or more.

DISCUSSION

City Code Section 17.15.110 provides the legal framework by which the City can require street improvements and dedications as development occurs. There are two typical processes where staff review projects to determine if street improvements and dedications are required.

1. Planning Entitlement and Building Permits: During this process, applicants submit a planning application for a proposed land use project to the Planning Division in the Community Development Department (CDD). CDD coordinates with various City departments to review the proposal, and the City sets project level conditions of approval. There are often conditions of approval requiring adjacent street improvements. During the building permit stage of the project, staff follow up on the project's conditions of approval to ensure that required street improvements are permitted and constructed.

2. Building Permit Only: In this situation, a planning application/permit is not required, and applicants submit directly to the City's Building Division in CDD. CDD coordinates with various City departments who review the building application and set requirements based on review of the project and relevant City Codes.

Staff understands that the 030 request is related to street improvement requirements for residential building additions. Based on this, the remainder of the report will focus on the process and requirements for these specific types of projects. Below are the typical steps involved when the City receives and reviews a residential building permit application.

Process for Reviewing Residential Additional Building Permit Applications related to City Code Section 17.15.110:

1. Building Application Submitted
   Receive a residential building permit application.

2. Threshold Review (Table III)
   Staff reviews the project against Table III to determine if frontage improvements are triggered. For residential projects, Table III allows the City to require street improvements for projects where there is any single private improvement or any series of private improvements made within a three-year period involving 800 or more square feet of any new construction, addition,

or reconstruction.

3. Determine Required Improvements
   If the project meets the threshold, staff reviews the existing conditions along the project's street frontage and identifies required street improvements, with an emphasis on bringing the public street frontage into compliance with the current Americans with Disabilities Act (ADA) requirements.

   Typical frontage improvements can include:

   - Driveway Approach: Upgrade existing driveway approach (which includes a sidewalk) to meet current City standards
   - Sidewalk: Construct or replace uplifted or damaged sidewalk to meet current City standards
   - Curb Ramps: Upgrade curb ramps to meet current City standards for corner properties

   Examples of these types of street frontage improvements are included in Attachment 3.

4. Condition of Approval (Issuance)
   ADA related street frontage improvements are added as a condition of the building permit prior to permit issuance.

5. Applicant Notification/Conditional Release Letter
   Applicant is notified of the requirement. Prior to issuance of the building permit, the property owner is required to sign a conditional release letter acknowledging the obligation to complete the street frontage improvements.

6. Condition of Approval (Final)
   A condition is placed on the building permit final requiring completion of the street frontage improvements.

7. Encroachment Permit (EP) Process
   Applicant obtains an encroachment permit to construct the street frontage improvements. Plans are reviewed and approved by the Department of Public Works prior to construction.

8. Completion and Final Clearance
   Once construction is completed and inspected, staff clears the encroachment permit and removes the frontage improvement condition in Accela, allowing the building permit to receive final.

Residential Building Permit Projects with Required ADA Improvements

Table 1 below includes the number of residential building permit projects that required ADA related improvements per City Code Section 17.15.110, Table III.

Table 1
Number of Residential Building Permit Projects
with Required ADA Street Improvements

	2021	2022	2023	2024	2025	2026 (to date)
# of Projects	22	27	25	19	18	7

The majority of the required improvements involve upgrading existing driveway approaches/sidewalk to City standards. Cost information provided by project applicants indicates that the value of these improvements ranges between $5,000 to $19,000 per improvement. The value of each improvement is highly dependent on the extent of concrete work required and cost information applicants receive from their contractors.

Amending Chapter 17.15 of the City Code

If the City Council wishes to amend Chapter 17.15 of the City Code, staff recommend that the Council discuss the proposed revisions and provide direction regarding the desired changes.

Chapter 17.15 of the City Code may be amended to modify or eliminate existing requirements, and the Council may direct that such amendments apply retroactively where the effect is to reduce, remove, or otherwise lessen existing obligations. For example, if the Council eliminates the requirement for street improvements for residential additions exceeding 800 square feet, that amendment could be applied retroactively. However, amendments that would impose new, additional, or more burdensome requirements should apply prospectively only and should not be applied retroactively to pending applications, previously approved projects, or completed construction. Any proposed ordinance should clearly specify whether retroactive application is intended, the effective date of that application, and the categories of projects to which it would apply.

It is important to note that the City's recently adopted ADA Self Evaluation and Transition Plan includes information related to the City's current regulations and practices to require development to provide street improvements such as ADA driveways, sidewalks, and curb ramps. These improvements were originally built by developers and the City has opted to maintain this infrastructure. If Council provides direction to amend the City Code to remove the requirement for street improvements, the City will then bear the financial responsibility to provide these improvements in the future.

Following Council direction, staff will coordinate with the City Attorney's Office regarding next steps, confer with the appropriate Council Committees, and return to the Council with proposed amendments.

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)(2) as a general policy making activity.

FISCAL IMPACT

In addition to costs related to City staff time and expense necessary to prepare this report, if the City Council provides direction to remove the requirement for street improvements as currently required in City Code Chapter 17.15.100, the City will be responsible for the subject improvements in the future.

COORDINATION

This report has been coordinated with the City Attorney's Office, Community Development Department 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Discuss and provide direction related to revising Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. City Code Chapter 17.15.110
2. City Code Chapter 17.15.110 - Table III
3. Examples of Required ADA Frontage Improvements

ATTACHMENT 1

City of Santa Clara, CA

Title 17. Development

Chapter 17.15. PROPERTY DEVELOPMENTS

§ 17.15.110. On-site dedications, easements, and rights-of-way.

(a) The developer shall grant to the City, without cost, all easements and/or rights-of-way (excluding easements and rights-of-way for street purposes that are provided for in subsection **(b)** of this section) necessary (1) for serving the property of the developer and (2) for the installation of utilities, flood-control improvements, and public service facilities.

(b) The developer shall also grant to the City, without cost, all easements and/or rights-of-way for street purposes necessary for serving the property of the developer and to install required street improvements in accordance with actions listed in Table III.

(c) Off-set credits shall be allowed the developer for existing street improvements previously paid to the City in accordance with the provisions of SCCC § **17.15.100** and § **17.15.260**.

(Ord. 1312 § 1, 5-6-1975; Ord. 1372 § 1, 2-7-1978; Ord. 1408 § 1, 9-30-1980; Ord. 1486 § 1, 12-6-1983; Ord. 1581 § 5, 3-1-1988; Formerly § 21A-10)

ATTACHMENT 2

CITY CODE SECTION 17.15 – TABLE III

Table III

Action	Dedication Required	Street Improvements Required
Final Map	Yes	Yes
Parcel Map	Yes	Yes
Zoning	Yes	Yes
Residential: Any single private improvement or any series of private improvements made within a three-year period involving 800 or more square feet of any new construction, addition, or reconstruction.*	Yes	Yes
Nonresidential: Any single private improvement or any series of private improvements made within a three-year period valued at $200,000 or more.	Yes	Yes

Dedication of easements and rights-of-way for street purposes, including the installation of street improvements, may not be required by the City in connection with:

(a) Residential. The granting of building permit(s) involving:

(1) Any single private improvement less than 800 square feet of any new construction, addition, or reconstruction*; or

(2) Any series of private improvements made within a three-year period that are cumulatively less than 800 square feet of any new construction, addition, or reconstruction.*

(b) Nonresidential. The granting of building permit(s) involving:

(1) Any single private improvement valued at less than $200,000; or

(2) Any series of private improvements made within a three-year period that are cumulatively valued at less than $200,000.

Provided further, if the Planning Commission finds, on appeal, that the proposed activity has a significant impact on the immediate area, the developer shall be required to grant to the City, without cost, all dedications required for street purposes, including the installation of street improvements to serve the property of the developer.

* Reconstruction is any work involving the removal of at least 50 percent of exterior wall(s). Interior remodeling is not reconstruction.

(Ord. 1312 § 1, 5-6-75; Ord. 1372 § 1, 2-7-78; Ord. 1408 § 1, 9-30-80; Ord. 1486 § 1, 12-6-83; Ord. 1581 § 5, 3-1-88; Res. 6027, 6-13-95; Res. 6588, 6-15-99; Res. 7136, 6-8-04; Res. 7232 § 1, 6-7-05; Res. 7663, 8-25-09).

ATTACHMENT 3

Examples of Required ADA Frontage Improvements



Driveway Approach and Sidewalk Improvement



Sidewalk Improvement



Curb Ramp Improvement

REPORT TO COUNCIL

SUBJECT

Action on a Council Policy 030 Request for Information on Public Participation Options, and Audio/Visual (A/V) and Broadcasting Requirements for Potential Offsite City Council Meetings, and Direction to Staff

BACKGROUND

At the February 10, 2026, City Council Meeting, Vice Mayor Gonzalez made a Council Policy 030 request to agendize a review of public participation options such as Public Presentations only for in person public speakers or holding Council meetings at alternative locations outside of Council Chambers. The City Council agreed to add this item to a future City Council Agenda.

City Council meetings are currently held in the City Hall Council Chamber, which is equipped with integrated A/V systems that support in-room audio, video display, live production, broadcasting to the City's government access television channel, and streaming to online platforms. The City Council has expressed interest in holding City Council meetings at an offsite location, with the Northside Library identified as a preferred venue.

City Council Chamber systems include a base A/V system with controllers and production equipment, microphones, multiple displays and projectors, and the Granicus platform used for agenda management, meeting tagging, and voting. Offsite locations do not currently have equivalent equipment and production capabilities.

DISCUSSION

Currently, City Council meetings are available for live public viewing and comment in person (at City Hall) and via Zoom (telephonically or over the internet). In addition, remote live viewing (without the ability to comment) can be accessed via Facebook, the City's website (Granicus), the City's government access television channel, and YouTube. In total, there are seven (7) ways to view live meetings of the City Council, three of which allow for live comments (in-person, Zoom over the telephone, and Zoom over the internet).

The Brown Act

SB 707 was passed into law in 2025 and requires that, as of July 1st, all open and public meetings, including City Council meetings, shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. Gov Code 54953.4(b)(1)(A)(i)(I)(ia).

If City Council elects to provide a two-way audiovisual platform, it shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic

captioning function is included with the two-way audiovisual platform. If Council does not provide a two-way audiovisual platform, it shall provide a two-way telephonic service for the public to participate in the meeting. Gov Code 54953.4(b)(1)(A)(ii).

In-Person Only Public Comment
As noted above, currently, the public may provide live comment either in person in the Council Chambers or remotely via Zoom. Members of the public may also submit written comments in advance, which are distributed to the Council and made part of the record. Although the Council 030 request included a request to consider limitation of remote comment by members of the public, that will not be possible as a result of the new requirements of SB 707.

Offsite Meeting Locations
As staff reviewed alternative City facilities, a key consideration was the equipment required to maintain broadcast quality on the City's government access television channel.

Council Chamber meetings rely on an integrated set of production, broadcasting, and meeting-management systems that are not currently available at any other City of Santa Clara facility. To conduct a City Council meeting with comparable functionality at an offsite venue, the City would need to procure and install additional A/V and IT equipment, and in some cases provide supporting integration and configuration services. Missing equipment and capabilities include:

1. Production equipment for live switching, audio mixing, and recording;
2. Streaming and broadcasting components and encoders to deliver live and on-demand viewing;
3. Camera systems with pan-tilt-zoom controls, controller interfaces, and presets to support consistent camera angles and accessibility needs;
4. Additional dais and audience microphones;
5. Confidence/return displays and presenter displays for Councilmembers, staff, and the public; and
6. Granicus apparatus and associated peripherals used for agenda management, speaker timer and queues, and City Council voting, including required networking and security configurations.

Based on a preliminary assessment of required equipment and implementation services, staff have identified two options to support offsite City Council meetings (costs are one-time estimates and are subject to refinement during procurement and implementation):

1. Deploy permanent equipment at the Northside Library (approximately $149,000);
2. Deploy permanent equipment at both the Northside Library and Central Library (approximately $258,000)

Some additional, non-technological, considerations may include: room size and capacity, overflow capability, and scheduling.

If City Council provides direction to prepare for holding offsite City Council meetings, staff would need to further assess room layouts, power and network connectivity, acoustics, and sightlines during detailed design to confirm final quantities and costs. The City Council would receive an update of any additional costs at a later date and staff would then proceed with an implementation approach as well as any procurement actions consistent with City Council direction.

Recommendation
Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

Alternatives
1. Maintain current practice and continue to provide seven (7) ways for the public to view live meetings of the City Council that occur at City Hall -noting that three of the options currently allow for live comments (in-person, Zoom over the telephone, and Zoom over the internet).
2. Provide an alternative direction with respect to the location and participation platforms to City Council meetings.

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
Any one-time costs to procure and install equipment to support offsite City Council meetings would be funded by Public, Educational, and Governmental (PEG) fees, subject to City Council direction and authorization. Preliminary one-time estimates are approximately $149,000 (Option 1) or $258,000 (Option 2), depending on the option selected. Estimates do not include any ongoing subscription, licensing, staffing, or support costs that may be required for the upkeep of the installed system (e.g., Granicus cloud annual costs) and for meeting-day setup and testing.

COORDINATION
This report has been coordinated with the Information Technology Department, Finance Department, Library Department, City Clerk’s Office, City Manager’s Office 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

Reviewed by: Adam Kostrzak, CIO/Director, Information Technology
Approved by: Jovan Grogan, City Manager

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26-631 Agenda Date: 6/23/2026

REPORT TO CITY COUNCIL

SUBJECT
Continuance of a Rezoning to Remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to Remain in Historic Combining District) and a Tentative Subdivision Map to subdivide the property into two parcels each containing one of the existing residences

DISCUSSION
Staff requests a continuance of this item to the July 14, 2026 City Council meeting. The item was noticed to be heard at the Planning Commission meeting of May 20, 2026, and at the City Council meeting of June 23, 2026, however, due to scheduling conflicts for key staff for the May 20, 2026 Planning Commission meeting, the item required a continuance to the June 10, 2026, Planning Commission meeting. Consequently, the item requires continuation from the June 23, 2026 City Council meeting to the July 14, 2026 City Council meeting. The applicants were informed of the schedule change.

ENVIRONMENTAL REVIEW
No environmental determination is necessary for a continuance. An environmental determination will be included with the July 14, 2026, Council report.

FISCAL IMPACT
There is no fiscal impact associated with the action other than administrative staff time and any additional noticing costs.

PUBLIC CONTACT
A newspaper notice was published in the April 29, 2026, issue of the Santa Clara Weekly describing the proposed project and original public hearing meeting times. Should the City Council open the public hearing and then continue the hearing for this project to July 14, 2026, additional noticing will not be required.

RECOMMENDATION
Staff recommends that the City Council open the public hearing on this item and then immediately continue the item to the July 14, 2026, Council meeting.

Prepared by: Afshan Hamid, Community Development Director
Approved by: Jovan Grogan, City Manager

26-326 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT
Proclamation of June 2026 as Portuguese National Heritage Month

BACKGROUND
On June 4, 2021, Congressman Jim Costa (CA-21) and Congressman David G. Valadao (CA-22) introduced a resolution to the United States Congress designating the month of June as “Portuguese National Heritage Month.” The resolution celebrates the historic, cultural, and significant contributions Portuguese Americans have made to the United States.

The month of June was selected to coincide with the Day of Portugal, which is celebrated on June 10th and commemorates the death in 1580 of Luis de Camões, a poet and Portuguese literary icon.

The City of Santa Clara has a rich history of Portuguese culture. Immigrants from Portugal began coming to the Santa Clara Valley in the mid-1800s, and immigration peaked in the first years of the 1900s. Then, in the late 1950s and 1960s, a series of earthquakes and volcanic eruptions in the Azores led to another wave of immigration.

Following the Azorean Refugees Act, almost 5,000 Portuguese people came to the United States, with a significant population putting down roots throughout California and in the Santa Clara region. The City of Santa Clara established a Sister City with Coimbra, Portugal on August 4, 1972, and continues to strengthen relations with Coimbra through the Santa Clara Sister Cities organization.

DISCUSSION
At the June 23, 2026, City Council meeting, the City Council will proclaim Portuguese National Heritage Month for June 2026 in Santa Clara. A representative from S.E.S Portuguese Hall of Santa Clara will be present to accept the proclamation.

Portuguese men and women in Santa Clara founded the S.E.S. Hall in 1896 as a fraternal organization dedicated to communication, connection, and community. The organization provides Portuguese residents with a welcoming place to gather, discuss current issues, celebrate their shared heritage, and exchange news from their homeland.

ENVIRONMENTAL REVIEW
This is an informative 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 or at the public information desk at any City of Santa Clara public library.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proclamation of June 2026 as Portuguese National Heritage Month

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City of Santa Clara

Proclamation

WHEREAS, the State of California and the Santa Clara region, have a rich history of immigration from Portugal. Many of the first Portuguese immigrants came to California in the 19th century, followed by subsequent waves of immigration in the early 20th century and again in the mid-20th century, when a series of catastrophic volcanic eruption prompted more than 175,000 Azorean people to emigrate to the United States between 1960 and 1980; and

WHEREAS, in 2023, U.S. Representatives Jim Costa and David Valadao introduced a resolution to designate June as Portuguese National Heritage Month; the resolution also highlighted the countless and lasting contributions that millions of Portuguese Americans have made to the U.S; and

WHEREAS, the City of Santa Clara has a rich history of Portuguese culture and roots; the City of Santa Clara established its Sister City with Coimbra, Portugal, on August 4, 1972, and continues to strengthen relations with Coimbra through the Santa Clara Sister Cities organization; and

WHEREAS, Portuguese Americans have made substantial contributions to every facet of life in Santa Clara, maintaining the Portuguese American experience in Santa Clara, and serving as bridges to our multicultural City.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby proclaim the month of June 2026, as

PORTUGUESE NATIONAL HERITAGE MONTH

in the City of Santa Clara, and do hereby recognize the rich history, cultural diversity, and significant contributions of Portuguese Americans to the community and City of Santa Clara.

Given under my hand and the Seal of the City of Santa Clara, California, this 23rd day of June 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

26-592 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT
Recognition of the Recipients of the Silicon Valley Power Sustainable Futures Scholarship Program in Partnership with Mission College

BACKGROUND
On June 7, 2022, the City of Santa Clara City Council unanimously approved the Silicon Valley Power Sustainable Futures Scholarship Fund (SVPSF) aimed at providing scholarships to future leaders in sustainability, clean energy, and related fields. The goal of the program is to develop a pipeline of strong, diverse future leaders in sustainability and clean energy sectors.

The innovative, five-year program with Mission College is funded by a $125,000 grant from Silicon Valley Power (SVP) and is designed to expose students to skill sets that allow them to compete for emerging green jobs. The skill requirements in the green jobs sector are expanding rapidly, particularly in the Bay Area, where energy, sustainability and climate drivers are leading the way in accelerating this field. Selected students use the funds to attend and receive advanced opportunities at Mission College. Selected students will use the funds to attend and receive advanced opportunities at Mission College.

DISCUSSION
On June 23, 2026, the City Council will recognize the following SVP Sustainable Futures Program scholarship recipients:

1. Adrienne De Fanti - Biology
2. Jissel Alvarez - Communication Studies
3. Kendra De La Torre - Business Administration, Economics, Psychology
4. Hieu Pham - Social Justice Studies
5. Dang My Thuan Tran - Chemical Engineering
6. Sofia Guadarrama Slawinska - Social Justice Studies
7. Pham Minh Tien Le - Computer Engineering
8. Stanley Fincher - Computer Network Technology
9. Ngoc Thien Bich Hoang - English
10. Marwa Wasil - Economics
11. Ahmad Ghanizadah - Electrical Engineering
12. Phuong Bao Ngoc Nguyen - Communication Studies

ENVIRONMENTAL REVIEW
This is an informative 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

Funding for this project was authorized on June 7, 2022, under Council item 22-655 and funds are budgeted in SVP's Electric Utility Fund in the advertising and community promotion operating budget.

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.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

26-683 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT
Proclamation of July 2026 as Park and Recreation Month

BACKGROUND
The National Recreation and Park Association (NRPA) has celebrated Park and Recreation Month each July since 1985 to promote strong, vibrant, and resilient communities through the power of parks and recreation. The observance also recognizes more than 160,000 full-time park and recreation professionals, along with hundreds of thousands of part-time, seasonal, and volunteer workers who support local, state, and community parks throughout the country.

Each July, the City of Santa Clara recognizes the contributions of park and recreation professionals and the positive impact they have on the lives of residents and communities. Parks and recreation programs, services, and facilities play an important role in supporting community health and well-being while fostering social connections, lifelong memories, and a sense of belonging.

DISCUSSION
The Santa Clara Parks & Recreation Department is responsible for the design, development, operations, and maintenance of over 350 acres of regional, community, neighborhood and mini parks, open space, community centers, recreation and aquatics facilities, joint use facilities, and athletic fields.

Parks and recreation activities are integral to communities throughout the country, promoting physical, social, emotional, and cognitive health and wellness. These programs, services, events, and facilities enrich the lives of Santa Clara residents and visitors. Furthermore, parks and recreation amenities contribute to the community's economic vitality through increased tourism, attraction and retention of businesses, enhanced quality of life, and support for safe and vibrant neighborhoods.

Proclaiming July as Park and Recreation Month provides an opportunity for the City Council to officially acknowledge the importance of parks and recreation and the benefits they provide to Santa Clara residents and visitors. NRPA's 2026 theme, "The Power of Parks and Recreation," reinforces several initiatives the Parks & Recreation Department is leading to develop, enhance, and maintain sustainable parks, recreational amenities, and green spaces for current and future generations.

Residents are encouraged to celebrate Park and Recreation Month by participating in the programs, events, and recreational opportunities offered throughout the community, including:

- Joining the 250 Independence Day community celebration on July 4 <https://www.santaclaraca.gov/our-city/departments-g-z/parks-recreation/special-events/4th-of- at Mission College.

- Participating in the Art Master Plan process.
- Sharing garden harvests at the Second Sunday Garden Share on July 12 at Eddie Souza Park & Garden.
- Attending the Roberta Jones Junior Theater production of ˈDisneys Moana Jr <https://www.santaclaraca.gov/our-city/departments-g-z/parks-recreation/recreation-programs/roberta-. on July 14-16.
- Attending Sunset Cinema featuring A Mindcraft Movie on July 10 at Lick Mill Park.
- Attending the Summer Concert series in Central Park on July 10 (The Megatones), July 24 (Patron Latin Rhythms), and July 31 (The Houserockers).
- Participating in the Night Market <https://www.santaclaraca.gov/recreation-community/events/super-bowl-lx-and-fifa-world-cup-2026/celebrate-santa-clara-2026- and FIFA World Cup Watch Party on July 17-19.
- Registering for recreation programs ranging from art to yoga.
- Participating in Recreation Swim programs at Warburton Pool or Mary Gomez Swim Center.
- Visiting local parks, including Gateway Crossings, the City's newest park, located on the 1200 block of Coleman Avenue.

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 or at the public information desk at any City of Santa Clara public library.

Prepared by: Kimberly Castro, Recreation Manager
Reviewed by: Damon Sparacino, Parks & Recreation Department Director
Reviewed by: Elizabeth Klotz, Assistant City Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENT

1. Proclamation of July 2026 as Parks and Recreation Month

City of Santa Clara

Proclamation

WHEREAS, parks and recreation is an integral part of communities promoting health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation is a leading provider of healthy meals, nutrition services and educational activities; and

WHEREAS, parka and recreation programming and educational activities, such as out-of-school time programming, fine and performing arts, youth sports and environmental education are critical to childhood development enhancing self-esteem and positive self-image; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses and crime reduction; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and outdoor recreation.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby proclaim the month of July 2026, as

PARKS & RECREATION MONTH

Given under my hand and the Seal of the City of Santa Clara, California, this 23rd day of June 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

26-716 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Meetings.

RECOMMENDATION

Approve the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Meetings.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

05/05/2026 **5:30 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Chahal participated remotely from the following location:
627 Sector 11 Panchkula HR India

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Study Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Study Session to order at 5:40 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 26-255 Study Session: Review of the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Amendments

Recommendation: Review and provide input on the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Changes.

City Manager Grogan made opening remarks and introduced **Director of Finance Lee** who provided a Powerpoint presentation on the review of the proposed Fiscal Year 2026/27 & Fiscal Year 2027/28 Biennial Capital Improvement Program Budget and Fiscal Year 2026/27 Operating Budget changes.

Councilmember Park arrived at the dais at 6:16 PM.

Council questions and comments followed.

Public Comment: Wanda Buck

Mayor Gillmor called for a recess at 6:59 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:16 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel noted that **Council/Boardmember Chahal** would be participating remotely under the Brown Act.

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 6 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, Mayor/Chair Lisa Gillmor

Absent: 1 - Council/Boardmember Kevin Park (arrived at 7:57 PM)

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

City Attorney Googins reported that there was no reportable action from the April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Closed Session.

Council/Boardmember Jain requested to move Item 9 to be heard following Public Presentations.

SPECIAL ORDER OF BUSINESS

2.A 26-502 Commendation of the 25th Anniversary of the Santa Clara City Library Foundation & Friends

Mayor Gillmor, on behalf of the **Council**, commended the 25th Anniversary of the Santa Clara City Library Foundation & Friends.

JoAnn Davis (Executive Director, Santa Clara City Library Foundation & Friends) accepted the commendation and provided some remarks.

2.B 26-347 Proclamation of May 2026 as Affordable Housing Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Affordable Housing Month.

Emily Ramos (Tenant Protection & Empowerment Associate, SV@Home) accepted the proclamation and provided some remarks.

2.C 26-211 Proclamation of May 17-23, 2026 as National Public Works Week

Mayor Gillmor, on behalf of the **Council**, proclaimed May 17-23, 2026 as National Public Works Week.

Director of Public Works Mobeck accepted the proclamation and provided some remarks.

2.D 26-492 Proclamation of May 3-9, 2026, as Professional Municipal Clerks Week

Mayor Gillmor, on behalf of the **Council**, proclaimed May 3-9, 2026 as Professional Municipal Clerks Week.

Assistant City Clerk Pimentel and **City Clerk Bob O'Keefe** accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Councilmember Jain pulled the Parks and Recreation Commission March 9, 2026 Meeting Minutes from Item 3.A.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Jain, to approve the balance of the Consent Calendar (except Item 3.A).

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Park

3.A 26-9 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Cultural Commission - March 2, 2026
Youth Commission - February 10, 2026
Youth Commission - March 10, 2026
Senior Advisory Commission - January 26, 2026
Senior Advisory Commission - March 16, 2026
Parks & Recreation Commission - January 12, 2026
Parks & Recreation Commission - March 09, 2026

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to Note and file the Minutes of: Cultural Commission - March 2, 2026, Youth Commission - February 10, 2026, Youth Commission - March 10, 2026, Senior Advisory Commission - January 26, 2026, Senior Advisory Commission - March 16, 2026, and Parks & Recreation Commission - January 12, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.B 26-253 Action on City Bills and Claims Report for the period February 7, 2026 - March 6, 2026

Recommendation: Approve the list of Bills and Claims for February 7, 2026 - March 6, 2026.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to approve the list of Bills and Claims for February 7, 2026 - March 6, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.C 26-455 Action on City Bills and Claims Report for the period March 7, 2026 - April 3, 2026

Recommendation: Approve the list of Bills and Claims for March 7, 2026 - April 3, 2026.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to approve the list of Bills and Claims for March 7, 2026 - April 3, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.D 26-1668 Action on Award of a Public Works Contract for the Citywide Emergency Generators Replacement Phase 3 Project to Saboo Inc. and Approval of Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (c), "Existing Facilities," of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the Citywide Emergency Generators Replacement Phase 3 Project to the lowest responsive and responsible bidder, Saboo Inc., in the amount of $2,700,000 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project in final forms approved by the City Attorney;
3. Authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $405,000, for a total not to exceed contract amount of $3,105,000; and
4. Approve the following FY 2025/26 budget amendments:
   a. In the Public Buildings Capital Fund, recognize a transfer from the Water Utility Fund in the amount of $725,320, a transfer from the Water Utility Capital Fund in the amount of $2,300,000, and a transfer from the Electric Utility Capital Fund in the amount of $360,530, and increase the Standby Stationary Generators Project by $3,385,850 **(five affirmative Council votes required to appropriate additional revenue)**;
   b. In the Water Utility Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $725,320 and decrease the Unrestricted Ending Fund Balance in the amount of $725,320 **(five affirmative Council votes required for the use of unused balances)**;
   c. In the Water Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $2,300,000 and decrease the Buildings and Grounds Project by $2,300,000 **(majority affirmative Council votes required)**; and
   d. In the Electric Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $360,530 and decrease the Electric Yard Building and Grounds Project in the amount of $360,530 **(majority affirmative Council votes required)**.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (c), "Existing Facilities," of Title 14 of California Code of Regulations; (2) award the Public Works Contract for the Citywide Emergency Generators Replacement Phase 3 Project to the lowest responsive and

responsible bidder, Saboo Inc., in the amount of $2,700,000 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project in final forms approved by the City Attorney; (3) authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $405,000, for a total not to exceed contract amount of $3,105,000; and (4) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Public Buildings Capital Fund, recognize a transfer from the Water Utility Fund in the amount of $725,320, a transfer from the Water Utility Capital Fund in the amount of $2,300,000, and a transfer from the Electric Utility Capital Fund in the amount of $360,530, and increase the Standby Stationary Generators Project by $3,385,850; (b) in the Water Utility Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $725,320 and decrease the Unrestricted Ending Fund Balance in the amount of $725,320; (c) in the Water Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $2,300,000 and decrease the Buildings and Grounds Project by $2,300,000; and (d) in the Electric Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $360,530 and decrease the Electric Yard Building and Grounds Project in the amount of $360,530.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.E 26-275 Action to Authorize the City Manager to Enter into an Exclusive Negotiating Agreement (ENA) with Valley Water for the Development of the Pure Water Silicon Valley Project (PWSV)

Recommendation: Authorize the City Manager or their designee to execute the Exclusive Negotiations Agreement between the City of San José, City of Santa Clara, and Valley Water in substantially the form presented, in a final form approved by the City Attorney

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to authorize the City Manager or their designee to execute the Exclusive Negotiations Agreement between the City of San José, City of Santa Clara, and Valley Water in substantially the form presented, in a final form approved by the City Attorney.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.F 26-67 Action on a Resolution to Adopt a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2026-27

Recommendation: Adopt a Resolution with a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2026-27.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 26-9553 with a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2026-27.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.G 26-491 Action on a Resolution of the City of Santa Clara Authorizing the Display of the FIFA ceremonial flag from May 12, 2026 to July 19, 2026.

Recommendation: Adopt a Resolution waiving the 30 continuous day maximum display period in City Council Policy 48 (“Display of Flags”) and authorizing the display of the FIFA World Cup flag from May 12, 2026 to July 19, 2026 at City Hall and other suitable locations throughout the City approved by the City Manager.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 26-9554 waiving the 30 continuous day maximum display period in City Council Policy 48 (“Display of Flags”) and authorizing the display of the FIFA World Cup flag from May 12, 2026 to July 19, 2026 at City Hall and other suitable locations throughout the City approved by the City Manager.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.H 26-500 Approve an Update to the Unit 1 Classified Salary Plan to Reflect the Approved Increase to the 40-hour Special Assignment Pay

Recommendation: Adopt a Resolution Updating the Salary Plan for various Unit 1 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 26-9555 Updating the Salary Plan for various Unit 1 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. 26-302 Action on Stadium Authority Bills and Claims for the Month of March 2026

Recommendation: Approve the list of Stadium Authority Bills and Claims for March 2026.

A motion was made by Vice Chair Gonzalez, seconded by Boardmember Jain, to approve the list of Stadium Authority Bills and Claims for March 2026.

Aye: 6 - Vice Chair Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Jain, Boardmember Cox, and Chair Gillmor

Absent: 1 - Boardmember Park

PUBLIC PRESENTATIONS

Anthony Becker (time donated by Fred) made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

Mary Grizzle spoke regarding downtown.

Brian Darby spoke regarding a report on manufactured homes.

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

9. 26-136 Public Hearing: Opportunity for Public Comment and action on the Final Version of the FY 2026/27 Annual Action Plan for the Use of Federal Housing and Urban Development (HUD) Grant Funds (Hearing 2 of 2)

Recommendation:

1. Note and File Public Comment on FY 2026/27 Annual Action Plan for U.S. Department of Housing and Urban Development Funds;
2. Approve the FY 2026/27 Annual Action Plan in substantially the form presented, and direct staff to summarize and include all public comments to be submitted to HUD within sixty (60) days after receiving the allocation notice;
3. Allocate $30,000 from the Housing Division's annual General Fund budget for the Bill Wilson Center Family Therapy Counseling Program and reallocate $30,000 in HUD public service funding evenly to the other public service agencies;
4. Appropriate a total of $60,000 to Nextdoor Solutions for domestic violence support services using HOME ARP funding for fiscal years 2026/27 and 2027/28. These funds were already programmed for supportive services in the HOME ARP Plan, but additional action is needed to award these funds to Nextdoor Solutions;
4. Delegate authority to the City Manager or designee to negotiate, draft, and execute a two-year agreement with the County Office of Supportive Housing not-to-exceed $350,000, using local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney; and
5. Delegate authority to the City Manager or designee to execute all agreements and amendments for federal and local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney.

Councilmember Park arrived at the dais at 7:57 PM.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Housing Manager Marcus** who provided a PowerPoint presentation on the Fiscal Year 26/27 Draft Annual Action Plan for the Use of federal Housing and Urban Development Grant funds.

Council questions and comments followed.

Housing Manager Marcus addressed **Council** questions.

Public Comment: Carole Conn
Delinda Yatskevich
Pilar Furlong
Brian Darby

Alma Soto
Georgia Bacil

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

City Manager Grogan addressed **Council** questions.

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) note and file Public Comment on Fiscal Year 2026/27 Annual Action Plan for U.S. Department of Housing and Urban Development Funds; (2) approve the Fiscal Year 2026/27 Annual Action Plan in substantially the form presented, and direct staff to summarize and include all public comments to be submitted to HUD within sixty (60) days after receiving the allocation notice; (3) allocate $30,000 from the Housing Division's annual General Fund budget for the Bill Wilson Center Family Therapy Counseling Program and reallocate $30,000 in HUD public service funding evenly to the other public service agencies; (4) appropriate a total of $60,000 to Nextdoor Solutions for domestic violence support services using HOME ARP funding for fiscal years 2026/27 and 2027/28 (4) delegate authority to the City Manager or designee to negotiate, draft, and execute a two-year agreement with the County Office of Supportive Housing not-to-exceed $350,000, using local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney; and (5) delegate authority to the City Manager or designee to execute all agreements and amendments for federal and local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

5. 26-422 Public Hearing - Adopt a Resolution Approving the California Municipal Finance Authority Issuance of Tax-Exempt Bonds for Financing of a 100% Affordable Multifamily Rental Housing Project located at 3550 El Camino Real

Recommendation:

1. Conduct the Tax Equity and Fiscal Responsibility Act ("TEFRA") public hearing; and
2. Adopt the resolution in substantially the form presented approving the issuance of not to exceed $50 million in bonds by the CMFA for the benefit of Clara Gardens LP, as the borrower, to provide for the financing of the affordable housing project at 3550 El Camino Real to satisfy TEFRA requirements.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Housing Manager Marcus** who provided a PowerPoint presentation on the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing of 2550 El Camino Real (Clara Gardens).

Council questions and comments followed.

City Attorney Googins, Housing Manager Marcus, **Ben Barker (Financial Advisor, California Municipal Finance Authority)** and **Nicole Brown (Senior Project Manager, RCD)** and **Director of Community Development Hamid** addressed **Council** questions.

Public Comment: Linda Knepper

City Manager Grogan provided some remarks.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Council discussion followed.

Nicole Brown (Senior Project Manager, RCD) addressed to **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to (1) conduct the Tax Equity and Fiscal Responsibility Act ("TEFRA") public hearing; and (2) adopt Resolution No. 26-9556 in substantially the form presented approving the issuance of not to exceed $50 million in bonds by the CMFA for the benefit of Clara Gardens LP, as the borrower, to provide for the financing of the affordable housing project at 3550 El Camino Real to satisfy TEFRA requirements.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

6. 26-290 Review and Adopt the Parks and Recreation Master Plan and Adopt a Resolution Approving the Plan

Recommendation: Review the Parks & Recreation Master Plan and Adopt a Resolution Approving the Plan dated March 9, 2026.

City Manager Grogan made some opening remarks and introduced **Director of Parks and Recreation Sparacino** who provided a verbal presentation. **Peter Winch (Principal Planner, WRT Planning and Design)** and **Madison Merrill (Associate Planner, WRT Planning and Design)** provided a Powerpoint presentation on the review of the Parks and Recreation Master Plan.

Council questions and comments followed.

Public Comment: Susan Hinton (E-comment)
Linda Knepper
Wanda Buck

City Manager Grogan, **Director of Parks and Recreation Sparacino**, and **Director of Public Works Mobeck** addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to review the Parks & Recreation Master Plan and adopt Resolution No. 26-9557 approving the Plan dated March 9, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7. 26-149 Adopt a Resolution to Declare the City of Santa Clara's Intention to Renew the Santa Clara Tourism Improvement District (SCTID) and fix the time and place for a public meeting and public hearing

Recommendation: Adopt a Resolution of Intention declaring the City's intent to renew the Santa Clara Tourism Improvement District (SCTID) for five (5) years starting July 1, 2026.

Assistant City Manager Azevedo made some opening remarks and introduced **Christine Lawson (Chief Executive Officer, Discover Santa Clara)** and **Kelly Rankin (Senior Project Manager, Civitas)**.

Council questions and comments followed.

(Chief Executive Officer, Discover Santa Clara) and **Kelly Rankin (Senior Project Manager, Civitas)** addressed **Council** questions.

Public Comment: Nancy Fullmore
Erin Henry
Jack Bloom
Billy Mendez
Kevin Dominguez

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to adopt Resolution No. 26-9558 declaring the City's intent to renew the Santa Clara Tourism Improvement District (SCTID) for five (5) years starting July 1, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

8. 26-70 Action to Waive First Reading and Introduce an Ordinance Adding Chapter 12.65 Entitled “Encroachments of Private Improvements into Public Rights-of-Way” to the City Code to Establish Procedures for the Administrative Approval of Private Encroachments within the Public Right-of-Way

Recommendation: Alternative 1:
Waive First Reading and Introduce an Ordinance Adding new Chapter 12.65 entitled “Encroachments of Private Improvements into Public Rights-of-Way” to Title 12 (entitled “Streets, Sidewalks and Public Places”) of “The Code of the City of Santa Clara, California” (“SCCC”).

City Manager Grogan made some opening remarks and introduced **Assistant Director of Public Works Liw** who provided a PowerPoint presentation on the introduction of an ordinance adding Chapter 12.65 entitled "Encroachments into Public rights of way to the city code to establish procedures for the administrative approval of private encroachments within the Public right of way".

Council questions and comments followed.

Assistant Director of Public Works Liw, **City Manager Grogan**, and **City Attorney Googins** addressed **Council** questions.

Public Comment: Rob Mayer
Adam

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Park, extend the meeting to finish this item.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Council discussion followed.

City Attorney Googins and **City Manager Grogan** addressed **Council** questions.

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to extend debate.

The motion failed.

Aye: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to direct staff to explore an appeal process to the Planning Commission.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

Nay: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 12:25 AM on May 6, 2026 in memory of **Eliseo P. Velasco**.

The next regular scheduled meeting is on Tuesday, May 19, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

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STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

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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)

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Draft

City of Santa Clara

Special Meeting Minutes

Call and Notice of Special Meeting of the City Council

05/06/2026 **6:15 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Councilmember Chahal participated remotely from the following location:
627 Sector 11 Panchkula HR India

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

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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 Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on May 6, 2026, at 6:15 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

6:15 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 6:18 PM.

Roll Call

Assistant City Clerk Pimentel noted that **Councilmember Chahal** would be participating remotely and that **Councilmember Park** would be joining the meeting later.

Present: 6 - Vice Mayor Albert Gonzalez, Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park, Councilmember Suds Jain, and Mayor Lisa M. Gillmor

Absent: 1 - Councilmember Kelly Cox

Public Comment

None.

ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:

1. 26-544 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Ashley Lancaster, Glen Googins and Su Reuter

Employee Organization(s):
Unclassified Fire Management (Unit #9B)

2. 26-505 Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation

--Number of potential cases: 2 potential cases

3. 26-532 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Adame, et al. v. City of Santa Clara, United States Northen

District Court, Case no. 5:26-cv-03740-SVK

4. 26-531 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Shahla Montes vs City of Santa Clara et al, Santa Clara Superior Court, Case no. 22CV398747

5. 26-543 Conference with Real Property Negotiators (City)
Pursuant to Gov. Code § 54956.8

Properties:

--990 Benton Street, Santa Clara, CA 95050 (APN 269-22-072) (acquisition)

--777 Benton Street, Santa Clara, CA 95050 (APN 269-16-080) (disposition)

City Negotiators: Jovan D. Grogan, City Manager (and/or designee) and Glen R. Googins, City Attorney (and/or designee)

Negotiating Parties: City of Santa Clara and Santa Clara University

Under Negotiation: Purchase/Sale of Real Property interests (provisions, price and terms of payment)

Mayor Gillmor recused herself from this item.

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 6:21 PM.

Councilmember Park joined the meeting at 6:21 PM.

ADJOURNMENT

The meeting was adjourned at 9:06 PM.

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS AND AT THE REGULAR MEETING ON MAY 19, 2026.

City Attorney Googins reported that there was no reportable action from Closed Session.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

05/19/2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Albert Gonzalez participated remotely under SB 707 Provision "Just Cause"

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• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

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5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the meeting to order at 5:38 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum and noted that **Vice Mayor Gonzalez** and **Councilmember Hardy** would be participating remotely under the "Just Cause" Provision of AB 2449.

1. 26-254 Study Session: Review of and Input on the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Amendments ("Proposed Budget") and setting June 9, 2026 as the Public Hearing Date for City Council Action on the Proposed Budget

Recommendation: Review and provide input on the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Changes ("Proposed Budget") and set the public hearing date on the Proposed Budget for the City Council's next regular meeting on June 9, 2026 beginning at 7:00 PM.

City Manager Grogan made some opening remarks and introduced **Director of Finance Lee** who provided a PowerPoint presentation on the proposed Fiscal Year 2026/27 and Fiscal Year 2027/28 Biennial Capital Improvement Program Budget and Fiscal Year 2026/27 Operating Budget Changes.

Public Comment: Mary Grizzle
Wanda Buck

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to set the public hearing date on the Proposed Budget for the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting at 7:00 PM.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Councilmember Park

Absent: 1 - Councilmember Cox

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:15 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Jain recited the Statement of Values.

Roll Call

Present: 6 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, and Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Kelly Cox

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Park, to excuse Council/Boardmember Cox from this meeting.

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Cox

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS ON MAY 6, 2026

City Attorney Googins reported that there was no reportable action from the May 6, 2026 Special City Council Meeting Closed Session. He noted that the **Council** did not hear Items 4 and 5.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Councilmember Jain requested to move Item 7 to be heard after Public Presentation.

2. 26-416 Continuance of the Third Zoning Code Cleanup Ordinance and Rezoning of Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential)

Recommendation: Staff recommend that the City Council open the public hearing on this item and then immediately continue the proposed project to July 14, 2026.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to open the public hearing on this item and then immediately continue the proposed project to the July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting.

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

Absent: 1 - Councilmember Cox

SPECIAL ORDER OF BUSINESS

3.A 26-420 Recognition of Outgoing Youth Commission Members for FY 2025/26

Recreation Supervisor Ichiho recognized the outgoing Youth Commissioners: **Malia Martin, Samarth Suresh, Samaira Mehta, Namita Gaidhani, Julianna Arias Hernandez, Rebecca Kunze, Niharika Uppalapati, and Ayaan Mathur**.

3.B 26-421 Action on the Appointment of Youth Commissioners for the FY 2026/27 Term

Recommendation: That Council takes the following actions related to the FY2026/27 Youth Commission:

1. Reappoint Seoyun Chong, Allysa Domensino, Mateo Espinal, Srikha Gopisetti, Neha Israni, Drew Madriaga, Brian Rong, and Aneesha Vemu as Youth Commissioners;
2. Appoint Aryav Ahuja, Nikhil Gupta, Hunar Kaur, Sahana Mahesh, Nevan Molina, Shwasa Muttumu, and Ibrahim Rayees as Youth Commissioners; and
3. Appoint Maryam Shaahid, Aditri Bhatla, and Hannah Mercado as alternates to the Youth Commission.

Recreation Coordinator Casem provided a verbal report on appointment of Youth Commissioners for the Fiscal Year 2026/27 term.

Council comments followed.

A motion was made by Councilmember Park, seconded by Councilmember Jain, to (1) reappoint Seoyun Chong, Allysa Domensino, Mateo Espinal, Srikha Gopisetti, Neha Israni, Drew Madriaga, Brian Rong, and Aneesha Vemu as Youth Commissioners; (2) appoint Aryav Ahuja, Nikhil Gupta, Hunar Kaur, Sahana Mahesh, Nevan Molina, Shwasa Muttumu, and Ibrahim Rayees as Youth Commissioners; and (3) appoint Maryam Shaahid, Aditri Bhatla, and Hannah Mercado as alternates to the Youth Commission.

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

Absent: 1 - Councilmember Cox

3.C 26-306 Proclamation of May 2026 as Asian American and Pacific Islander Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Asian American and Pacific Islander Heritage Month.

Daniel Woo (Korean American Cultural Foundation) accepted the proclamation.

3.D 26-402 Recognition of the Santa Clara Women's League Donation of $24,000 to Support the Senior Center Health & Wellness Case Management Program and the "Be Strong, Live Long 2026" Health & Wellness Fair and Approve Related Budget Amendment

Recommendation:

1. Accept the donation from the Santa Clara Women's League;
2. Authorize the Mayor and City Manager to sign a letter of appreciation; and
3. Approve the FY 2025/26 budget amendments in the Public Donations Fund to recognize the Santa Clara Women's League donation in the amount of $24,000 and appropriate it to the Case Management Grant **(five affirmative Council votes required to appropriate additional revenue)**.

Mayor Gillmor, on behalf of the **Council**, recognized the Santa Clara Women's league donation of $24,000 to support the Senior Center Health & Welness Case Management Program and the "Be Strong, Live Long 2026" Health & Wellness Fair.

Emily Adorable (President, Santa Clara Women's League) accepted the recognition and provided some remarks.

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to (1) accept the donation from the Santa Clara Women's League; (2) authorize the Mayor and City Manager to sign a letter of appreciation; and (3) approve the Fiscal Year 2025/26 budget amendments in the Public Donations Fund to recognize the Santa Clara Women's League donation in the amount of $24,000 and appropriate it to the Case Management Grant.

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

Absent: 1 - Councilmember Cox

3.F 26-528 Recognition of the Recipients of the Fourth Annual Silicon Valley Power Sustainable Futures Scholarship Program in Partnership with Santa Clara University

Mayor Gillmor, on behalf of the **Council**, recognized the recipients of the Fourth Annual Silicon Power Sustainable Futures Scholarship Program in partnership with Santa Clara University.

Chief Electric Utility Officer Procos, Ximena Garcia-Isabelli, Isabella Gomez, and **Gigi Jones** provided some remarks.

Council comments followed.

3.E 26-345 Proclamation of May 2026 as Myositis Awareness Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Myositis Awareness Month.

Vickie Fairchild (Board Member, Santa Clara Unified School District) accepted the proclamation and provided some remarks.

Council comments followed.

CONSENT CALENDAR

Councilmember Hardy recused herself from Item 4.K due to a conflict of interest as her residence is near the subject property.

Councilmember Jain pulled Item 4.H.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Park, to approve the balance of the Consent Calendar (except Items 4.H and 4.K).

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Cox

4.A 26-577 Action on the April 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, April 14, 2026 Special City Council Meeting, and April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

Recommendation: Approve the April 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, April 14, 2026 Special City Council Meeting, and April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Park, to approve the April 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, April 14, 2026 Special City Council Meeting, and April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Cox

4.B 26-10 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Bicycle and Pedestrian Advisory Committee - January 26, 2026

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to note and file the Minutes of the Bicycle and Pedestrian Advisory Committee - January 26, 2026.

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

Absent: 1 - Councilmember Cox

4.C 26-510 Action on Monthly Financial Status and Investment Reports for March 2026 and Approval of the Related Budget Amendments

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for March 2026 as presented; and
2. Approve the Fiscal Year 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. In the General Fund, recognizes wildland reimbursement revenue and appropriates the funds to the Fire Department, and transfers funds to the Vehicle Replacement Fund for Fire Department and Parks and Recreation Department vehicle costs, with a net impact of $42,303;
   b. In the Cemetery Capital Fund, establishes a new Memorial Park Roadway Rehabilitation project, offset by a transfer from the Cemetery Fund and the unrestricted ending fund balance, with a net impact of $446,905;
   c. In the Cemetery Fund, transfers funds to the Cemetery Capital Fund for the new Memorial Park Roadway Rehabilitation project, with a net impact of $0;
   d. In the Fire CUPA Fund, increases funding for as-needed staff, offset by unrestricted ending fund balance, with a net impact of $0;
   e. In the Streets and Highways Capital Fund, establishes the North Santa Clara Transit Station Access and Circulation Study project, offset by grant funding and the Pedestrian and Bicycle Enhancement Facilities Project, with a net impact of $145,000; and
   f. In the Vehicle Replacement Fund, increases the Capital Outlay appropriation for Fire Department and Parks and Recreation Department vehicle costs, offset by a transfer from the General Fund, with a net impact of $187,170.

Items 2a - 2f, five affirmative Council votes required to appropriate additional revenue and for the use of unused balances.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) note and file the Monthly Financial Status Report and Monthly Investment Report for March 2026 as presented; and (2) approve the Fiscal Year 2025/26 budget amendments in the following funds: (a) in the General Fund, recognizes wildland reimbursement revenue and appropriates the funds to the Fire Department, and transfers funds to the Vehicle Replacement Fund for Fire Department and Parks and Recreation Department vehicle costs, with a net impact of $42,303; (b) in the Cemetery Capital Fund, establishes a new Memorial Park Roadway Rehabilitation project, offset by a transfer from the Cemetery Fund

and the unrestricted ending fund balance, with a net impact of $446,905; (c) in the Cemetery Fund, transfers funds to the Cemetery Capital Fund for the new Memorial Park Roadway Rehabilitation project, with a net impact of $0; (d) in the Fire CUPA Fund, increases funding for as-needed staff, offset by unrestricted ending fund balance, with a net impact of $0; (e) in the Streets and Highways Capital Fund, establishes the North Santa Clara Transit Station Access and Circulation Study project, offset by grant funding and the Pedestrian and Bicycle Enhancement Facilities Project, with a net impact of $145,000; and (f) in the Vehicle Replacement Fund, increases the Capital Outlay appropriation for Fire Department and Parks and Recreation Department vehicle costs, offset by a transfer from the General Fund, with a net impact of $187,170.

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

Absent: 1 - Councilmember Cox

4.D 26-452 Action on Approval of the Spending Plan for the Supplemental Law Enforcement Services Fund and the Related Budget Amendment

Recommendation:

1. Approve the spending plan for funds received from the Citizens' Option for Public Safety Programs Supplemental Law Enforcement Services Fund on the terms presented; and
2. Approve a FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $207,051 and increase the Citizens' Option for Public Safety 24-25 appropriation in the amount of $207,051 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) approve the spending plan for funds received from the Citizens' Option for Public Safety Programs Supplemental Law Enforcement Services Fund on the terms presented; and (2) approve a Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $207,051 and increase the Citizens' Option for Public Safety 24-25 appropriation in the amount of $207,051.

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

Absent: 1 - Councilmember Cox

4.E 26-282 Action on the Appropriation of $65,781 in Asset Forfeiture Funds for FY 2025/26 and Approve the Related Budget Amendment

Recommendation:

1. Approve the appropriation of Asset Forfeiture Funds in the amount of $65,781 pursuant to State and federal regulations; and
2. Approve the FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize seized asset funding in the amount of $65,781 and appropriate that funding to the Seized Asset Funds program in the amount of $65,781 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) approve the appropriation of Asset Forfeiture Funds in the amount of $65,781 pursuant to State and Federal regulations; and (2) approve the Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize seized asset funding in the amount of $65,781 and appropriate that funding to the Seized Asset Funds program in the amount of $65,781.

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

Absent: 1 - Councilmember Cox

4.F 26-262 Action on Award of Contract for the 2026 Annual Street Pavement Maintenance and Rehabilitation Project to MCK Services, Inc. and Approval of Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the 2026 Annual Street Pavement Maintenance and Rehabilitation Project to MCK Services, Inc., the lowest responsive and responsible bidder, in the amount of $10,306,343 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney;
3. Authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or $1,030,634, for a total project budget not to exceed amount of $11,336,977, in final forms approved by the City Attorney; and
4. Approve the following FY 2025/26 budget amendments:
   a. In the Streets and Highways Capital Fund, recognize transfers of $470,000 from the Water Utility Capital Fund and $221,000 from the Sewer Utility Capital Fund, and increase the Annual Street Maintenance and Rehabilitation Program project by $691,000 (**five affirmative Council votes required to appropriate additional revenue)**;
   b. In the Water Utility Capital Fund, increase the transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Water project by $470,000 (**majority affirmative Council votes required)**; and
   c. In the Sewer Utility Capital Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Sewer project by $221,000. (**majority affirmative Council votes required).**

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) award the Public Works Contract for the 2026 Annual Street Pavement Maintenance and Rehabilitation Project to MCK Services, Inc., the lowest responsive and responsible bidder, in the amount of $10,306,343 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney; (3) authorize the City Manager to execute change orders

up to approximately 10 percent of the original contract price, or $1,030,634, for a total project budget not to exceed amount of $11,336,977, in final forms approved by the City Attorney; and (4) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Streets and Highways Capital Fund, recognize transfers of $470,000 from the Water Utility Capital Fund and $221,000 from the Sewer Utility Capital Fund, and increase the Annual Street Maintenance and Rehabilitation Program project by $691,000; (b) in the Water Utility Capital Fund, increase the transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Water project by $470,000; and (c) in the Sewer Utility Capital Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Sewer project by $221,000.

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

Absent: 1 - Councilmember Cox

4.G 26-435 Action to Authorize the City Manager to Negotiate and Execute an Agreement with Alliant Insurance Services Inc. to Provide Insurance Broker and Related Services for a Total Not to Exceed Compensation of $766,100

Recommendation:

1. Authorize the City Manager to negotiate and execute a two-year agreement with Alliant Insurance Services Corporation to provide Insurance Broker and Related Services for a two-year term commencing on July 1, 2026, and ending on June 30, 2028 with a maximum compensation not to exceed seven hundred sixty-six thousand one hundred dollars ($766,100), inclusive of a fifteen thousand dollar ($15,000) contingency in substantially the form presented, subject to budget appropriations and review and approval as to final form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement including the execution of minor amendments to add or delete services within the overall scope of services.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) authorize the City Manager to negotiate and execute a two-year agreement with Alliant Insurance Services Corporation to provide Insurance Broker and Related Services for a two-year term commencing on July 1, 2026, and ending on June 30, 2028 with a maximum compensation not to exceed seven hundred sixty-six thousand one hundred dollars ($766,100), inclusive of a fifteen thousand dollar ($15,000) contingency in substantially the form presented, subject to budget appropriations and review and approval as to final form by the City Attorney; and (2) authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement including the execution of minor amendments to add or delete services within the overall scope of services.

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

Absent: 1 - Councilmember Cox

4.I 26-466 Action to Authorize the City Manager to Execute Agreements with Northstar Chemical dba Pacific Star Chemical, LLC and Univar Solutions USA, LLC for the Supply and Delivery of Bulk Chemicals to Silicon Valley Power, With a Total Combined Maximum Compensation Not-to-Exceed $2,292,000, Inclusive of All Option Years

Recommendation:

1. Authorize the City Manager or designee to execute agreements with Northstar Chemical dba Pacific Star Chemical, LLC and Univar Solutions USA, LLC for the supply and delivery of bulk chemicals, for an initial five-year term starting on or around June 1, 2026, and ending on May 31, 2031, with up to five one-year options to extend the term through May 31, 2036, for a total combined maximum compensation not-to-exceed $2,292,000, inclusive of a 20% contingency, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements and negotiate and execute future amendment(s) to (a) exercise the option years, (b) implement rate adjustments on the terms provided in Exhibit B, (c) procure bulk chemicals from the secondary vendor under this RTC as needed and reallocate compensation between the agreements accordingly; and (d) make de minimis changes, provided that the total combined maximum compensation is not exceeded, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) authorize the City Manager or designee to execute agreements with Northstar Chemical dba Pacific Star Chemical, LLC and Univar Solutions USA, LLC for the supply and delivery of bulk chemicals, for an initial five-year term starting on or around June 1, 2026, and ending on May 31, 2031, with up to five one-year options to extend the term through May 31, 2036, for a total combined maximum compensation not-to-exceed $2,292,000, inclusive of a 20% contingency, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions necessary to implement and administer the agreements and negotiate and execute future amendment(s) to (a) exercise the option years, (b) implement rate adjustments on the terms provided in Exhibit B, (c) procure bulk chemicals from the secondary vendor under this RTC as needed and reallocate compensation between the agreements accordingly; and (d) make de minimis changes, provided that the total combined maximum compensation is not exceeded, subject to the appropriation of funds and the review and

approval as to form by the City Attorney.

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

Absent: 1 - Councilmember Cox

4.J 26-442 Action on Amendment No. 1 to Agreements with C2R Engineering, Inc., Golden Bay Construction, Inc., O'Grady Paving, Inc., A Teichert & Son, Inc., and West Valley Construction Company, Inc. for As-Needed Asphalt Repair Services to Remove the Annual Compensation Limit Subject to the Previously Authorized Maximum Amount of $10,400,000

Recommendation: Authorize the City Manager or designee to execute Amendment No.1, substantially in the forms attached, with C2R Engineering, Inc., Golden Bay Construction, Inc., O'Grady Paving, Inc., A Teichert & Son, Inc., and West Valley Construction Company, Inc. to remove the annual $2,000,000 compensation limit for as-needed asphalt repair services, within the previously authorized maximum compensation amount of $10,400,000, subject to the appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to authorize the City Manager or designee to execute Amendment No.1, substantially in the forms attached, with C2R Engineering, Inc., Golden Bay Construction, Inc., O'Grady Paving, Inc., A Teichert & Son, Inc., and West Valley Construction Company, Inc. to remove the annual $2,000,000 compensation limit for as-needed asphalt repair services, within the previously authorized maximum compensation amount of $10,400,000, subject to the appropriation of funds and review and approval as to form by the City Attorney.

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

Absent: 1 - Councilmember Cox

4.K 26-464 Action to Authorize the Use of City Electric Forces for Public Works at 3155 El Camino Real, 388 Woodhams Road, 3381 Pruneridge Avenue, 5200 Patrick Henry Drive, and Various streetlight locations along Great America Parkway, with an Estimated Cost of $797,265

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 3155 El Camino Real, 388 Woodhams Road, 3381 Pruneridge Avenue, 5200 Patrick Henry Drive, and Various streetlight locations along Great America Parkway, with an estimated cost of $797,265, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 3155 El Camino Real, 388 Woodhams Road, 3381 Pruneridge Avenue, 5200 Patrick Henry Drive, and Various streetlight locations along Great America Parkway, with an estimated cost of $797,265, are better performed by the City with its own employees and authorize the performance of these public works consistent with this authorization.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

Recused: 1 - Councilmember Hardy

4.L 26-359 Action on a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2026/27

Recommendation: Adopt a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2026/27.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to adopt Resolution No. 26-9559 Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2026/27.

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

Absent: 1 - Councilmember Cox

4.M 26-222 Action to Appoint a City of Santa Clara Bicycle and Pedestrian Advisory Committee Member to Serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle Pedestrian Advisory Committee

Recommendation: Appoint City of Santa Clara Bicycle and Pedestrian Advisory Committee member Betsy Megas to serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to appoint City of Santa Clara Bicycle and Pedestrian Advisory Committee Member Betsy Megas to serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee.

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

Absent: 1 - Councilmember Cox

4.N 26-546 Action to approve moving the location of the June 1, 2026 Stadium Neighborhood Relations Ad Hoc Subcommittee meeting to the City Council Chambers.

Recommendation: Approve waiving the requirement that the June 1, 2026 Committee meeting be held at the Northside Branch Library, which is unavailable on that date, and approve moving the meeting to the City Council Chambers.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to approve waiving the requirement that the June 1, 2026 Committee meeting be held at the Northside Branch Library, which is unavailable on that date, and approve moving the meeting to the City Hall Council Chambers.

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

Absent: 1 - Councilmember Cox

PUBLIC PRESENTATIONS

George Schurle spoke regarding electric utility rates.

Brian Darby spoke regarding modular homes.

Anthony Becker (time donated by Fred, Abel, and Saskia) spoke regarding records retention and made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

James Rowen spoke regarding Anthony Becker's public presentation.

John Haggerty spoke regarding meeting management.

Public Speaker spoke regarding federal immigration enforcement.

Councilmember Jain referred **Anthony Becker's** concerns regarding records retention to **City Attorney Googins**.

CONSENT ITEMS PULLED FOR DISCUSSION

4.H 26-291 Action to Authorize the City Manager to Execute an Agreement with Colony Landscape and Maintenance, Inc. for Thatch Removal and Related Services at the Youth Soccer Park and Approve Related Budget Amendments

Recommendation:

1. Authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 Budget Amendments:
   a. In the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509 **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)**; and,
   b. In the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided and subject to the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review

and approval as to form by the City Attorney; and (3) approve the following Fiscal Year 2025/26 Budget Amendments: (a) in the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509; and, (b) in the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913.

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

Absent: 1 - Councilmember Cox

PUBLIC HEARING/GENERAL BUSINESS

7. 26-566 Declaration of Property as Exempt Surplus Land and Approval of Exclusive Negotiation Agreement with Valley Oak Partners for a Potential Land Exchange of the City Hall Civic Center Campus (1405 Civic Center Drive, APN 224-25-074) for the Agnews Office Park and Historic Site (4220 Network Circle, APNS 216-33-022 and 097-08-114) and Direction on the Formation of Community Advisory Committee

Recommendation:

1. Adopt Resolution Declaring Real Property Owned by the City to be Exempt Surplus Land and Approving an Exclusive Negotiation Agreement between the City and Agnews VOP, LLC for a Potential Land Exchange and City Hall Improvement Project which includes:
   a. Declaring the current City Hall property to be exempt surplus land;
   b. Authorizing the City Manager to sign and execute the Exclusive Negotiation Agreement in substantially the form presented, in a final form approved by the City Attorney; and
   c. Authorizing the City Manager to perform all other acts, and enter into other agreements or sign documents necessary to carry out the purposes of the Resolution.
2. Authorize the City Manager to execute property owner authorization forms and related documents necessary to permit the submission, processing, and evaluation of development applications, entitlement applications, environmental review documents, and related materials associated with the proposed project on City-owned property, **provided that such authorization shall not constitute approval of any project, land use entitlement, environmental determination, or final transaction by the City**; and
3. Direct staff to bring back the formation of a Community Advisory Committee, with each Councilmember appointing one representative from their district, and the Mayor an at-large appointments, with Committee formation and appointments anticipated for the June 9 Council meeting.

City Manager Grogan and **Assistant City Manager Klotz** provided a Powerpoint presentation on the Declaration of Property as Exempt Surplus Land and Approval of Exclusive Negotiation Agreement with Valley Oak Partners for a potential land exchange of the City Hall Civic Center Campus (1405 Civic Center Drive APN 224-25-074) for the Agnews Office Park and Historical site (4220 Network Circle APNs 216-33-022 and 097-08-114) and direction on the formation of Community Advisory Committee.

Council comments and questions followed.

Public Comment: Mary Grizzle
Brian Darby
David Kertes

Anthony Becker (Time donated by Abel and Saskia)
Mark Kelsey
Christ Stampolis
John Haggerty
David Keith
Wanda Buck
Kathy Watanabe
Claudia
Jonathan Evans
Rob Mayer
Patricia Leung
Linda Knepper
Noah
Ed Stocks
Adam
Dan
Skip Pearson
Linda Johnston
M
David Keith (E-comment)
Noah MacDonald (E-comment)
Susan Hinton (E-comment)

A recess was called at 10:22 PM and **Mayor Gillmor** reconvened the meeting at 10:33 PM.

City Manager Grogan, Anna Shimko (Partner, Burke, Williams & Sorensen), Assistant City Manager Klotz addressed **Council** questions.

Council discussion followed.

A motion was made by Vice Mayor Gonzalez to (1) adopt Resolution Declaring Real Property Owned by the City to be Exempt Surplus Land and Approving an Exclusive Negotiation Agreement between the City and Agnews VOP, LLC for a Potential Land Exchange and City Hall Improvement Project which includes: (a) declaring the current City Hall property to be exempt surplus land; (b) authorizing the City Manager to sign and execute the Exclusive Negotiation Agreement in substantially the form presented, in a final form approved by the City Attorney; and (c) authorizing the City Manager to perform all other acts, and enter into other agreements or sign documents necessary to carry out the purposes of the Resolution; (2) authorize the City Manager to execute property owner

authorization forms and related documents necessary to permit the submission, processing, and evaluation of development applications, entitlement applications, environmental review documents, and related materials associated with the proposed project on City-owned property, provided that such authorization shall not constitute approval of any project, land use entitlement, environmental determination, or final transaction by the City; and (3) direct staff to bring back the formation of a Community Advisory Committee, with each Councilmember appointing one representative from their district, and the Mayor an at-large appointment, with Committee formation and appointments anticipated for the June 9, 2026 City Council and Authorities Concurrent meeting.

The motion failed due to lack of a second.

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to set the scope for the Community Advisory Community and direct staff to complete a facility needs assessment.

City Manager Grogan provided some comments and **Council** discussion followed.

Councilmember Hardy and **Councilmember Jain** withdrew their motion.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) not approve Exclusive Negotiation Agreement and direct staff to evaluate options for Civic Center including a facility condition assessment that would include options at the current location and other locations; (2) direct staff to have discussion with Valley Oak Partners to preserve the option of land swap with no Exclusive Negotiation Agreement; and (3) form Community Advisory Committee to receive analysis and support the process.

The motion failed.

Aye: 3 - Vice Mayor Gonzalez, Councilmember Hardy, and Councilmember Jain

Nay: 3 - Councilmember Chahal, Councilmember Park, and Mayor Gillmor

Absent: 1 - Councilmember Cox

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to direct staff to bring back the formation of a Community Advisory Committee, with each Councilmember appointing one representative from their district, and the Mayor an at-large appointment, and complete a facility needs assessment with all options.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Councilmember Park

Absent: 1 - Councilmember Cox

Vice Mayor/Chair Gonzalez left the meeting at 12:03 AM.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Jain, to continue the meeting until 1 AM.

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

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

6. 26-425 Action on the Revised El Camino Real Specific Plan, General Plan Amendment for the Creation of Five New General Plan Land Use Designations, Waive the First Reading and Introduce an Ordinance for the Creation of the El Camino Real Zoning Districts, and Certify and Adopt an Environmental Impact Report and Mitigation Monitoring and Reporting Program

Recommendation:

1. Adopt a resolution certifying the EIR, MMRP and related CEQA documents;
2. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457;
3. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (26-45 DU/AC); Corridor Residential - Low (12-25 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan and remove the El Camino Real Focus Area; and
4. Waive first reading and introduce an Ordinance amending the zoning code to create the El Camino Real Zoning districts.

Mayor Gillmor opened the Public Hearing.

Planning Manager Xavier, Alessandra Lundin (Planner, Rami and Associates), Libby Seifel (Seifel Consulting) and **Director of Community Development Hamid** provided a Powerpoint presentation on the Revised El Camino Real Specific Plan and Zoning Districts

Council questions and comments followed.

Public Comment: Brian Darby
Manuel
Edward Strine
Jeff Houston
Mathew Reed
Betsy Megas
Shalini V
Harry Neil
John Haggerty
Vlad Orlov (E-comment)
Susan Hinton (E-comment)

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to close the Public Hearing.

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

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

Council discussion followed.

Director of Community Development Director Hamid, Director of Public Works Assistant Director Liw, and **Libby Seifel (Seifel Consulting)** addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) adopt Resolution No. 26-9560 certifying the EIR, MMRP and related CEQA documents; (2) adopt Resolution No. 26-9561 approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457; (3) adopt Resolution No. 26-9562 approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (26-45 DU/AC); Corridor Residential - Low (12-25 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan and remove the El Camino Real Focus Area; and (4) waive first reading and introduce Ordinance No. 2068 amending the zoning code to create the El Camino Real Zoning districts.

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

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

5. 26-1748 Public Hearing: Action on a Resolution Setting Rates for Overall Solid Waste Service and Annual Clean-up Campaign in the Exclusive Franchise Area

Recommendation: Adopt a Resolution setting the overall rates to be charged to rate payers for the collection and disposal of garbage, refuse, yard trimmings, recycling, and annual Clean-up Campaign in the exclusive franchise area, effective for the utility bills issued for services rendered on and after July 1, 2026.

Mayor Gillmor opened the Public Hearing.

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to continue this item to the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting.

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

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

8. 26-482 Update to City Council on Implementation of City Council Policy 056 - Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes and provide feedback on policy implementation.

Recommendation: Receive the report and provide input or further direction to staff regarding Policy 056 implementation as Council deems appropriate.

This item was deferred to a later meeting date uncertain.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 1:17 AM on May 20, 2026.

The next scheduled special meeting is on Tuesday, May 26, 2026 in the City Hall Council Chambers.

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.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

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 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. 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

Meeting Minutes

Call and Notice of Special Meeting of the

City Council and Santa Clara Stadium Authority Board

05/26/2026 **5:30 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
   NOTE: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

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 Mayor/Chair calls for a Special Meeting of the City Council of the City of Santa Clara and Boardmembers of the Stadium Authority, to commence and convene on May 26, 2026, at 5:30 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

Closed Session - 5:30 PM | Special Meeting - 7:00 PM

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:37 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 26-565 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Shahla Montes vs City of Santa Clara et al, Santa Clara Superior Court, Case no. 22CV398747

1.B 26-556 Conference with Real Property Negotiators (City)
Pursuant to Gov. Code § 54956.8

Properties:

--990 Benton Street, Santa Clara, CA 95050 (APN 269-22-072) (acquisition)

--777 Benton Street, Santa Clara, CA 95050 (APN 269-16-080) (disposition)

City Negotiators: Jovan D. Grogan, City Manager (and/or designee) and Glen R. Googins, City Attorney (and/or designee)

Negotiating Parties: City of Santa Clara and Santa Clara University

Under Negotiation: Purchase/Sale of Real Property interests (provisions, price and terms of payment)

Mayor Gillmor noted she will recuse herself from Item 1.B due to conflict of interest as her office is near the subject property.

Councilmember Cox noted she will recuse herself from Item 1.B due to conflict of interest with her employment at Santa Clara University.

Public Comment

David Kertes
Chris Stampolis
Mark Kelsey
Anthony Becker

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:49 PM.

7:00 PM SPECIAL JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the Special Meeting to order at 7:19 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session and noted that **Mayor Gillmor** and **Councilmember Cox** recused themselves from Item 1.B.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

2. 26-591 Proclamation of May 2026 as Jewish American Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Jewish American Heritage Month.

Jane Faershtein (Bay Area Jewish Coalition) and **Oshi Gat (Bay Area Jewish Coalition)** accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Mayor Gillmor pulled Item 3.A.

Councilmember Jain pulled Item 3.E.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to approve the balance of the Consent Calendar (except Items 3.A and 3.E).

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.B 26-562 Action on an Agreement with South San Joaquin County Fire Authority for Municipal Hazardous Materials Response Services with a Projected Cost of $150,000 for FIFA World Cup and Approve Related Budget Amendment; Action on a Resolution Delegating Authority to the City Manager to Negotiate and Execute Future Municipal Hazardous Materials Response Services Agreements with Public Safety Agencies for Supplemental HazMat Response Services

Recommendation:

1. Authorize the City Manager to execute the Agreement with the South San Joaquin County Fire Authority for Municipal Hazardous Materials Response Services for FIFA World Cup 2026 at Levi's Stadium, in an amount not to exceed $200,000 over the period of June 2, 2026, to July 2, 2026;
2. Approve a Resolution delegating authority to the City Manager to negotiate and execute future Municipal Hazardous Materials Response Services Agreements with public safety agencies for supplemental hazmat response services, within appropriated limits, and subject to approval as to form by the City Attorney; and
3. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $150,000 and increasing the Non-Departmental appropriation by $150,000 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) authorize the City Manager to execute the Agreement with the South San Joaquin County Fire Authority for Municipal Hazardous Materials Response Services for FIFA World Cup 2026 at Levi's Stadium, in an amount not to exceed $200,000 over the period of June 2, 2026, to July 2, 2026; (2) approve Resolution No. 26-9563 delegating authority to the City Manager to negotiate and execute future Municipal Hazardous Materials Response Services Agreements with public safety agencies for supplemental hazmat response services, within appropriated limits, and subject to approval as to form by the City Attorney; and (3) approve the Fiscal Year 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $150,000 and increasing the Non-Departmental appropriation by $150,000.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.C 26-446 Action on Subscription License Agreement with Innovative Interfaces, Inc. for Hosting and Maintenance Services for the Integrated Library System for a Total Not-To-Exceed Amount of $1,830,992 Over the Full 11-Year Term

Recommendation: Authorize an increase in the maximum allowable compensation amount for the Agreement with Innovative Interfaces, Inc. to account for the five (5) auto-renewing terms of one-year each, for the period of July 1, 2026 through June 30, 2031, in an amount not to exceed $918,401, subject to the annual appropriation of funds, thereby bringing the total not-to-exceed contract amount to $1,830,992.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to Authorize an increase in the maximum allowable compensation amount for the Agreement with Innovative Interfaces, Inc. to account for the five (5) auto-renewing terms of one-year each, for the period of July 1, 2026 through June 30, 2031, in an amount not to exceed $918,401, subject to the annual appropriation of funds, thereby bringing the total not-to-exceed contract amount to $1,830,992.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.D 26-15700 Action on a Memorandum of Understanding Between the City of Santa Clara and County of Santa Clara for Mental Health Services and Related Budget Amendment

Recommendation:

1. Approve and Authorize the City Manager or designee to execute the Memorandum of Understanding between the City of Santa Clara and the County of Santa Clara for Mental Health Services for the period January 1, 2026 through December 31, 2028, with a maximum compensation of $808,029, subject to the appropriation of funds; and
2. Approve the FY 2026/27 budget amendment in the Expendable Trust Fund, recognizing other agencies revenue in the amount of $160,327 and increasing the Opioid Settlement Funds appropriation in the amount of $160,327 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) approve and Authorize the City Manager or designee to execute the Memorandum of Understanding between the City of Santa Clara and the County of Santa Clara for Mental Health Services for the period January 1, 2026 through December 31, 2028, with a maximum compensation of $808,029, subject to the appropriation of funds; and (2) approve the Fiscal Year 2026/27 budget amendment in the Expendable Trust Fund, recognizing other agencies revenue in the amount of $160,327 and increasing the Opioid Settlement Funds appropriation in the amount of $160,327.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

PUBLIC PRESENTATIONS

Brian Darby spoke regarding election spending.

Wendy Greenfield spoke regarding Jewish American Heritage Month.

Dina spoke regarding Jewish American Heritage Month.

Joseph spoke regarding Jewish American Heritage Month.

Anthony Becker (time donated by Saskia) made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

CONSENT ITEMS PULLED FOR DISCUSSION

4.A 26-567 Board, Commissions and Committee Minutes (Deferred from May 5, 2026)

Recommendation: Note and file the Minutes of Parks & Recreation Commission - March 9, 2026.

Councilmember Jain pulled this item from the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board.

Council comments followed.

Public Comment: None

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to note and file the Minutes of Parks & Recreation Commission - March 9, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

4.B 26-600 Action to Authorize the City Manager to Execute an Agreement with Colony Landscape and Maintenance, Inc. for Thatch Removal and Related Services at the Youth Soccer Park and Approve Related Budget Amendments (Deferred from May 19, 2026)

Recommendation:

1. Authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 Budget Amendments:
   a. In the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509 **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)**; and
   b. In the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913 **(five affirmative Council votes required to appropriate additional revenue)**.

Councilmember Jain pulled this item from May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

Council questions and comments followed.

Director of Parks and Recreation Sparacino and **City Manager Grogan** addressed **Council** questions.

Public Comment: Wanda Buck

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to (1) authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the

Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney; and (3) approve the following Fiscal Year 2025/26 Budget Amendments: (a) in the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509; and (b) in the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.A 26-499 Action on a Standard Agreement with the California Highway Patrol for Traffic Management Related Services with a Projected Cost of $1.6 million for FIFA World Cup and Approve the Related Budget Amendment

Recommendation:

1. Authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for FIFA World Cup at Levi's Stadium, in an amount not to exceed $4,806,520.92 over the period June 2, 2026 - July 2, 2026; and
2. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $1,100,000 and increasing the Non-Departmental appropriation by $1,100,000 **(five affirmative Council votes required to appropriate additional revenue).**

Mayor Gillmor pulled this item.

Council questions and comments followed.

City Manager Grogan, **Police Lieutenant Enos**, and **City Attorney Googins** addressed **Council** questions.

Council discussion followed.

A motion was made by Mayor Gillmor, seconded by Councilmember Cox, to agendize Super Bowl LX and FIFA World Cup cost reimbursement progress at the June 9, 2026 or subsequent City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

The motion failed.

Aye: 3 - Vice Mayor Gonzalez, Councilmember Cox, and Mayor Gillmor

Nay: 4 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Public Comment: Anthony Becker
Brian Darby

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for FIFA World Cup at Levi's Stadium, in an amount not to exceed $4,806,520.92 over the period June 2, 2026 - July 2, 2026; and (2) approve the Fiscal Year 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $1,100,000 and increasing the Non-Departmental appropriation by $1,100,000.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.E 26-383 Action to Authorize the City Manager to Execute Amendments to Agreements with Moveable, Inc. and Walk Talkin International LLC for Providing Event Planning and Production Services, to increase the Not-to-Exceed Compensation by $100,000, for a Total Not-to-Exceed authorization of $350,000 for Each Agreement

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 1 with Moveable Inc. to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds;
2. Authorize the City Manager or designee to execute Amendment No. 1 with Walk Talkin International LLC to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds and to allow for up to $5,000 of the additional $100,000 to be used for payment towards the costs of production of the Stadium Event; and
3. Authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable Inc, and Walk Talkin International LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Councilmember Jain pulled this item.

Council questions and comments followed.

City Manager Grogan and **City Attorney Googins** addressed **Council** questions.

Public Comment: Anthony Becker

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute Amendment No. 1 with Moveable Inc. to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds; (2) authorize the City Manager or designee to execute Amendment No. 1 with Walk Talkin International LLC to increase the maximum compensation by $100,000 for event production services,

for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds and to allow for up to $5,000 of the additional $100,000 to be used for payment towards the costs of production of the Stadium Event; and (3) authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable Inc, and Walk Talkin International LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

Nay: 2 - Councilmember Park, and Councilmember Jain

PUBLIC HEARING/GENERAL BUSINESS

5. 26-599 Update to City Council on Implementation of City Council Policy 056 - Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes and provide feedback on policy implementation (Deferred from May 19, 2026)

Recommendation: Receive the report and provide input or further direction to staff regarding Policy 056 implementation as Council deems appropriate.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Morales** who provided a Powerpoint presentation on implementation of City Council Policy 056 - Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes.

Council comments followed.

Public Comment: Claudia Daw
Jeremy Barousse
Kimberly Woo
Lucila Ortiz
Edward Strine
Brian Darby

Council discussion followed.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to receive the report.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

6. 26-360 Action on Adoption of a Resolution Designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period Pursuant to the City's Special Event Zone Ordinance

Recommendation: Adopt a Resolution designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period Pursuant to the City's Special Event Zone Ordinance.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Klotz** who provided a Powerpoint presentation on designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period.

Council questions and comments followed.

Assistant City Manager Klotz, **Police Lieutenant Enos** and **City Manager Grogan** addressed **Council** questions.

Public Comment: John Haggerty
Edward Strine
Eric Tam (E-comment)

Council discussion followed.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9564 designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period Pursuant to the City's Special Event Zone Ordinance.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7. 26-509 Report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561

Recommendation: Note and File the Report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561.

Councilmember Cox left the meeting at 10:05 PM.

City Manager Grogan made some opening remarks and introduced **Acting Assistant Director of Human Resources Lancaster** who provided a Powerpoint presentation on the Vacancy Rates and Recruitment Efforts.

Council questions and comments followed.

Acting Assistant Director of Human Resources Lancaster addressed **Council** questions.

Public Comment: Brian

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to note and file the report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561.

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

Absent: 1 - Councilmember Cox

8. 26-504 Action on Resolution Adopting Council Policy 057 Establishing Procedures to be Followed in the Event of a Disruption of Telephonic Service or Internet-Based Audio-Visual Platform During a Council Meeting

Recommendation: Adopt a Resolution Approving and Adopting Council Policy 057 Establishing Procedures to be Followed in the Event of a Disruption of Telephonic Service or Internet-Based Audio-Visual Platform During a Council Meeting, in Accordance with Senate Bill 707.

City Manager Grogan made some opening remarks and introduced **Chief Assistant City Attorney Reuter** who provided a Powerpoint presentation regarding Council Policy 057.

Council questions and comments followed.

Chief Assistant City Attorney Reuter addressed **Council** questions.

Public Comment: Wanda

Council discussion followed.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to adopt Resolution No. 26-9565 approving and adopting Council Policy 057 Establishing Procedures to be Followed in the Event of a Disruption of Telephonic Service or Internet-Based Audio-Visual Platform During a Council Meeting, with the addition of informing the public of alternative methods of streaming if one way platforms are disrupted.

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

Absent: 1 - Councilmember Cox

9. 26-586 Action on Council Policy Establishing an Annual Performance Review Process for Council Appointees

Recommendation: Adopt a Resolution approving new Council policy 058 establishing a performance evaluation process for Council appointees.

City Manager Grogan and **City Attorney Googins** recused themselves from this item and left the meeting at 11:12 PM.

Acting Director of Human Resources Mercado provided a Powerpoint presentation on the **Council** policy establishing an annual performance review process for **Council** appointees.

Council questions followed.

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

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to adopt Resolution No. 26-9566 approving new Council Policy 058 establishing a performance evaluation process for Council appointees with the amendment of moving the creation of the subcommittee by the second meeting in February.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, and Councilmember Jain

Nay: 2 - Councilmember Park, and Mayor Gillmor

Absent: 1 - Councilmember Cox

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Hardy noted that the Hetch Hetchy Tour is in June.

Councilmember Jain made a 030 request to agendize creation of a full time sustainability manager.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to agendize creation of a full time sustainability manager.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 2 - Councilmember Hardy, and Mayor Gillmor

Absent: 1 - Councilmember Cox

Councilmember Jain noted he toured Shasta Dam and Black Butte Dam. He also noted that he attended the NCPA Federal Policy Conference on April 26th, the Stanford Sustainable Data Center event on May 1st, and Stadium Neighborhood Relations Ad hoc Subcommittee on May 4th. He provided a report on those events.

Councilmember Chahal noted that he visited Sister City Icheon from April 23 to April 26, 2026. He provided a report on the visit.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 12:08 AM on May 27, 2026 in memory of former Santa Clara Chief of Police **Frank Vasquez**.

The next regular scheduled meeting is on Tuesday, June 9, 2026 in the City Hall Council Chambers.

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.

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STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

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 or at the public information desk at any City of Santa Clara public library.

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26-12 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of:
Parks & Recreation Commission - April 13, 2026
Cultural Commission - April 6, 2026
Planning Commission - May 20, 2026

Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

04/13/2026 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Parks & Recreation Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Join Zoom meeting
https://santaclaraca.zoom.us/j/86374316081

Webinar ID: 863 7431 6081

By consensus, the Commission agreed to hear agenda items out of order. Items were heard in the following order: Items 1.A, 3, 4, 2, and 5.

CALL TO ORDER AND ROLL CALL

Chair Chu called the meeting to order at 7:02 PM.

Present 5 - Commissioner Dana Caldwell, Chair Maureen Chu, Commissioner Eversley Forte, Vice Chair Vikas Gupta, and Commissioner Edward A. Souza

Absent 1 - Commissioner Derek DeMarco

Commissioner Forte made a motion, seconded by Commissioner Caldwell, to excuse Commissioner DeMarco from the April 13, 2026 Parks & Recreation Commission meeting. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

Excused: 1 - Commissioner DeMarco

CONSENT CALENDAR

1.A. 26-379 Action on the Parks & Recreation Commission Meeting Minutes from March 9, 2026

Recommendation: Approve the Parks & Recreation Commission Meeting Minutes from March 9, 2026

Commissioner Gupta made a motion, seconded by Commissioner Caldwell, to recommend approval of the March 9, 2026, Parks & Recreation Commission Minutes as amended, by correctly stating that Commissioner Caldwell made a motion, seconded by Commissioner DeMarco to approve the Wade Brummal item and correcting typos. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

Excused: 1 - Commissioner DeMarco

PUBLIC PRESENTATIONS

Craig Larson spoke regarding tennis balls in Saratoga creek and pickleball facilities.

GENERAL BUSINESS

2. 26-259 Review and Recommend for City Council Approval a Resolution Updating the Average Per-Acre Land Values and Park Development Costs Per Capita Used for Setting the Parkland In-Lieu Fee Schedule.

Recommendation: Review and recommend for Council adoption the proposed resolution (Attachment 7) updating the average per-acre land values and park development costs per capita used for setting the parkland in-lieu fee schedule.

Commissioner Gupta made a motion, seconded by Commissioner Caldwell, to recommend for City Council Approval a Resolution Updating the Average Per-Acre Land Values and Park Development Costs Per Capita Used for Setting the Parkland In-Lieu Fee Schedule. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

Excused: 1 - Commissioner DeMarco

3. 26-355 Review of the Wade Brummal Youth Sports Grant Scholarship Program Discussion of Potential Updates

Recommendation:

1. Discuss the Wade Brummal Youth Sports Scholarship Program;
2. Provide input on potential Wade Brummal Youth Sports Scholarship Program updates;
3. Request staff work with community youth sports organizations regarding the impacts of potential Wade Brummal Youth Sports Scholarship Program updates
4. Another recommendation identified by the Parks and Recreation Commission

Commissioner Gupta made a motion, seconded by Commissioner Souza, to Recommend the Commission Reviews the Wade Brummal Youth Sports Grant Scholarship Program Annually and Staff Host Community Outreach Meetings with the User Groups. The motion carried by the following vote. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

Excused: 1 - Commissioner DeMarco

4. 26-447 Solicitation of Parks & Recreation Commission Input on the Sections of the Charter Involving the Parks and Recreation Commission and Parks and Recreation Issues to inform the Charter Review Commission Currently Engaged in a Comprehensive Review of the City Charter

Recommendation: Provide consolidated comments to staff on Parks & Recreation Commission relevant charter revisions for the Charter Review Committee and City Council to consider as a part of the “Charter Project” Charter Review Process. The Commission also has the option of appointing a representative to present these comments to the Subcommittee on Boards and Commissions.

Commissioner Gupta made a motion, seconded by Commissioner Forte, to present the item titled Solicitation of Parks & Recreation Commission Input on the Sections of the Charter Involving the Parks and Recreation Commission and Parks and Recreation Issues to inform the Charter Review Commission Currently Engaged in a Comprehensive Review of the City Charter as stated as the Parks & Recreation Commission's recommendation. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

Excused: 1 - Commissioner DeMarco

5. 26-358 Update on the Progress of the FY 2025/26 Parks & Recreation Commission Work Plan Goals and Activities

Recommendation: Staff to discuss and provide updates on the Parks & Recreation Commission Work Plan Goals and Activities for FY 2025/26.

No action or motion was taken. Commissioners elected to move on to Staff Report.

STAFF REPORT

Director Damon Sparacino

Director Sparacino provided updates on ISC project process.

Recreation Manager Castro

The Recreation Manager reported that staff will begin discussions regarding goals for the next fiscal year next month. In June, the Commission will hold elections for Chair and Vice Chair. A celebration to mark the commencement of the ISC project is being planned, and Commissioners were invited to attend. The Recreation Manager also reported that the Central Park Accessibility Project is progressing well. The first Sunset Movie is scheduled for May 8 at Montague Park. The Health and Wellness Fair is scheduled for May, and the Senior Needs Assessment Survey will be released in the near future.

COMMISSIONERS REPORT

Commissioner Caldwell

Commissioner Caldwell expressed enthusiasm about the progress of the Henry Schmidt construction project. He also commented positively on Maywood Park and attributed its condition to increased staff support.

Chair Chu

Chair Chu reported visiting Maywood Park and noted that the school fence appears to be oddly placed. She commented that it is a great park, especially because of the old redwood trees. She also visited the Geof Goodfellow Sesquicentennial Park and noted that the plaque commemorates an event that did not occur at that park, but at another location.

Commissioner DeMarco

Commissioner DeMarco was excused.

Commissioner Forte

Commissioner Forte attended the Arbor Day event at the Triton Museum of Art and reported enjoying the event.

Vice Chair Gupta

Vice Chair Gupta reported seeing excavators while driving past ISC and asked about the project's progress.

Commissioner Souza

Commissioner Souza reported that he has been biking the San Thomas Aquino Creek Trail. He also visited the Senior Center. He plans to attend the Health & Wellness Fair.

ADJOURNMENT

Commissioner Caldwell made a motion, seconded by Commissioner Gupta to adjourn the Parks & Recreation Commission Meeting at 9:45 PM until the next regular meeting on May 11, 2026 at 7:00 PM in the Sparacino Conference Room at City Hall.

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner Forte, Vice Chair Gupta, and Commissioner Souza

Excused: 1 - Commissioner DeMarco

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Cultural Commission

04/06/2026 **7:00 PM** **Hybrid Meeting**
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/82207705371

Webinar ID: 822 0770 5371
Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair von Huene at 7:02 p.m.

Present 6 - Commissioner Abinas Roy, Vice Chair Candida Diaz, Commissioner Charles Pontious, Chair Debra von Huene, Commissioner Kuku Das, and Commissioner Louis Samara

Absent 1 - Commissioner Neetu Garg

A motion was made by Commissioner Roy and seconded by Commissioner Das to excuse Commissioner Garg from the meeting.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, and Commissioner Samara

Absent: 1 - Commissioner Garg

CONSENT CALENDAR

1. 26-334 Action on the Cultural Commission Regular Minutes of March 2, 2026

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of March 2, 2026

A motion was made by Vice Chair Diaz and seconded by Commissioner Samara to approve the minutes from the March 2, 2026 meeting.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 1 - Commissioner Garg

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 26-403 Review and Discuss Joining the Make Music Alliance in 2027 and Participating in Make Music Day on June 21, 2027

Recommendation: Discuss and provide direction on the City of Santa Clara's participation in the Make Music Alliance and Make Music Day on June 21, 2027.

A motion was made by Commissioner Pontious and seconded by Commissioner Das to take staff recommendation and table Make Music Day 2026 efforts and focus on participation in Make Music Day 2027.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 1 - Commissioner Garg

3. 26-337 Discussion and Potential Action on the Cultural Commission Work Plan and Activities for FY 2025/26

Recommendation: Discuss and potentially take action on the Cultural Commission Work Plan and Activities for FY 2025/26.

The Commission discussed Work Plan and provided updates. No action was taken.

STAFF REPORT

Recreation Manager Castro presented a budget update on the Cultural Commission's budget, including how much has been spent year-to-date, how much is encumbered from prior fiscal year, and the available budget remaining. The budget does not include revenue brought in for sponsorships. Information can be referenced in the "Budget Update 04 06 26 - Post Meeting Material" attachment.

Art Master Plan RFP is scheduled to be sent out the week of April 6 to find a consultant to aid the City through the master plan process.

It was also shared that the City will be going under a Charter Review and Manager Castro encouraged the Commissioners to get informed on this.

Night Market events coming up in May, June and July. Two day events, Friday, 4-9 p.m. and Saturday, 2-9 p.m. and 900-1000 Lafayette St.

COMMISSIONERS REPORT

Commissioner Das invited Commissioners to attend the 26th annual iGurukul Cultural Extravaganza event on Sunday, April 12, at the College of San Mateo Performing Arts Center. More than 250 artists from all different cultures.

Commissioner Pontious visited Portland, Oregon and was amazed by all of the wall art/murals in the city. Expressed how nice it would be to implement that more in Santa Clara.

Chair von Huene shared about the Americans for the Arts Conference in New Mexico, June 2-5 and asked Commissioners to consider attending. She sang in a concert with Santa Clara Chorale in March with the theme Stardust. On May 16 she will performing in a Santa Clara Chorale concert at the Mission Santa Clara that includes a full orchestra.

ADJOURNMENT

A motion was made by Vice Chair Diaz and seconded by Commissioner Samara to adjourn the meeting at 8:14 p.m.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 1 - Commissioner Garg

The next regular meeting of the Cultural Commission will be held on Monday, May 4, 2026 at 7:00 PM.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Planning Commission

05/20/2026 **6:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Planning Commission Hearing meeting in a hybrid manner (in-person and method for the public to participate remotely)
Via Zoom:
- https://santaclaraca.zoom.us/j/91729202898
- Webinar ID: 917 2920 2898 or
Phone: 1(669) 900-6833

How to Submit Written Public Comment Before Planning Commission Meeting:
1. By email to planningpubliccomment@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Planning Commission and will be uploaded to the Planning Commission Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
2. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting. NOTE: eComments and Emails received as public comment will not be read aloud during the meeting.
Agendas, Staff Reports and some associated documents for Planning Commission items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Planning Commission meeting may not be the final documents approved by the Planning Commission. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

6:00 PM REGULAR MEETING

Call to Order

Chair Crutchlow called the meeting to order at 6:04 p.m.

Pledge of Allegiance and Statement of Values

Secretary Cherukuru read the Statement of Values.

Roll Call

Commissioner Bhatnagar joined the meeting at 6:07 p.m.

Present 7 - Commissioner Yashraj Bhatnagar, Commissioner Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Vice Chair Mario Bouza, Commissioner Lance Saleme, and Chair Eric Crutchlow

DECLARATION OF COMMISSION PROCEDURES

Secretary Cherukuru read the Declaration of Procedures.

CONTINUANCES/EXCEPTIONS

CONSENT CALENDAR

A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to approve the consent calendar.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

1.A 26-519 Planning Commission Meeting Minutes of April 8, 2026

Recommendation: Approve the Planning Commission Meeting Minutes of the April 8, 2026 Meeting.

1.B 26-493 Review of the Proposed FY 2026/27 and FY 2027/28 Biennial Capital Improvement Program Budget for Conformity with the City of Santa Clara 2010-2035 General Plan

Recommendation:

1. Adopt a resolution recommending that the City Council making findings on the conformity of the Proposed FY 2026/27 and FY 2027/28 Biennial Capital Improvement Program Budget with the 2010-2035 General Plan.

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

2. 26-554 Continuance of the Third Zoning Code Cleanup Ordinance and Rezoning of Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential)

Recommendation: Staff recommend that the Planning Commission reconvene the public hearing on this item and then immediately continue the proposed project to June 10, 2026.

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

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

3. 26-569 Continuance of a Rezoning to Remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to Remain in Historic Combining District) and a Tentative Subdivision Map to subdivide the property into two parcels each containing one of the existing residences.

Recommendation: Staff recommend that the Planning Commission open the public hearing on this item and then immediately continue the proposed project to June 10, 2026.

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

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

4. 26-563 Planning Commission Workplan Fiscal Year 2026/2027

Planning Manager Lesley Xavier provided the staff presentation.

Commissioners provided input on study session topics and land use priorities for City Council:

Data Centers
AB2097 - Parking Requirements
Vacant Building Ordinance
Joint Study Session with Youth Commission
Joint Study Sessions with City Council as it would be beneficial for the same information to be heard by both bodies
Autonomous Vehicles
Cell Tower Master Plan
Skilled Labor Policy

Public Speaker:
Nora

Planning Manager Xavier announced the Planning Commission workplan will be presented to City Council tentatively on June 23, 2026 and implemented in August 2026.

A motion was made by Commissioner Biagini, seconded by Commissioner Bhatnagar to close public hearing.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Commissioner Cherukuru thanked the City for the upcoming Sutter Hospital Project and the upcoming Santa Clara University Medical School at the same site.

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

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

   Staff Aide II Elizabeth Elliott provided budget updates.

2. Upcoming Agenda Items

   Planning Manager Lesley Xavier provided updates.

3. City Council Actions

   Director of Community Development Afshan Hamid provided updates.

ADJOURNMENT:

The meeting adjourned at 7:10 p.m. The next regular scheduled meeting is on June 10, 2026 at 6 p.m. at City Hall Council Chambers and Via Zoom.

MEETING DISCLOSURES

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26-511 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Reports for April 2026 and Approval of the Related Budget Amendments Including the Recognition of Additional Revenue in the General Fund Estimated for FY 2025/26

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 April 2026 are submitted for your information. The financial reviews, as of April 30, 2026, provide a year-to-date financial update to the City Council for fiscal year 2025/26. 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 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, Enterprise Funds and Internal Service Funds, as well as expenditure summaries for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the reports.

In accordance with City Council Policy 051 - Donations to the City, a monthly activity and annual summary of donations received by department is included in these reports. Although the requirement of the policy is to report quarterly, the City has been including this information monthly along with the financial status report.

DISCUSSION

Monthly Financial Status Report (Attachment 1)

The attached Monthly Financial Status Report summarizes the City's financial performance as of April 30, 2026 (Attachment 1). This report provided financial analysis for the General Fund, select Special Revenue Funds, Internal Service Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Monthly Financial Status Report shows that General Fund revenues (excluding transfers) are at 80.7% of the budget through April 2026. Based on the prior year performance and collections through April, General Fund revenues are currently tracking to exceed the budget. As shown in Monthly Financial Status Report, General Fund expenditures (excluding transfers) were at 81.5% through April 2026 and are projected to end the year with savings.

As shown in Monthly Financial Status Report, total revenues for Enterprise Funds (Electric, Water,

Sewer, Cemetery, Solid Waste, and Water Recycling) were at 66.4% of the budget through April 30, 2026, while total expenses were at 75.1%.

In April, donations of $1,635 were received, bringing total donations to $49,058.

The UCLA Anderson Summer 2026 Economic Forecast discusses the economic implications of the conflict with the Iran on the U.S. economy as well as factors in the U.S. economy that will help manage the related energy shock, including lower interest rates, tax cuts and AI investments. The UCLA Forecast assumes real Gross Domestic Product (GDP) growth of 2.1% in 2026, consistent with the performance in 2025. The estimate for 2026 is down from the 3% growth estimated in the Spring 2026 UCLA Forecast; growth in no longer expected to accelerate in 2026 as higher energy prices are expected to diminish household spending capacity.

In the second estimate for the first quarter of 2026, the Gross Domestic Product (GDP) increased at an annual rate of 1.6%, following a GDP increase of 0.5% in the fourth quarter 2025. On a national level, the unemployment rate remained unchanged at 4.3% between March and April 2026. In April, the number of unemployed persons totaled 7.4 million, an increase from 7.2 million in March. The California unemployment rate was 5.3% in April 2026, unchanged from the March 2026 rate. The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.7% in April 2026, down slightly from a revised 3.9% in March 2026, and below the April 2025 level of 4.0%.

Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of April 30, 2026 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 are adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for April 2026 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 and provides liquidity to meet the City's cash needs. There was a reasonable portfolio return of 4.15% in April.

The Monthly Investment Report also includes a Statement of Transactions, following the Investment Inventory, in accordance with California Municipal Treasurers Association investment policy guidelines.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical 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. Given the June Council date, the April MFR is the last opportunity to bring forward changes to the FY 2025/26 budget. Actions are

recommended to ensure that appropriations across all funds remain within budget.

Based on the strong performance in the General Fund, budget actions are also recommended in this report to recognize the higher than budgeted revenues and set those funds aside in 1) the unrestricted ending fund balance, consistent with the assumed use programmed into the FY 2026/27 Adopted Budget, and 2) a new Reserve for Future Uses ($20.0 million) that would be allocated by the City Council as described in a separate Report to Council on the June 23, 2026 Agenda (RTC 26-663).

The recommended FY 2025/26 budget adjustments are described in Attachment 3 and summarized below:

- General Fund - increases the revenue estimates for sales tax, transient occupancy tax, interest earnings, fines and penalties, the SVP transfer, other fees for services, and other revenue. An increase to the property tax estimate, partially offset by an increase to the Property Tax ERAF Reserve and the property tax administration budget, as well as an increase to the pension trust interest earnings revenue estimate, offset by an increase to the Pension Stabilization Reserve, are also included.

  Actions are also recommended to increase the budgets for the City Attorney's Office, City Clerk's Office, and the Finance, Fire, and Police Departments. Several actions are included for Non-Departmental, offset by increases to revenue estimates for Bay Area Host Committee reimbursements, Stadium reimbursements and sponsorship funding. Also recommended are transfers to the Fire Operating Grant Trust Fund and Vehicle Replacement Fund, offset with a decrease to the Parks and Recreation Department.

  The majority of additional revenue is recommended to be allocated to a new Reserve for Future Uses and the unrestricted ending fund balance.

- Cemetery Fund/Endowment Care Fund/Perpetual Care Fund - recognizes interest earnings in the Endowment Care and Perpetual Care Funds and transfers those earnings to the Cemetery Fund. These transfers are offset by an increase to the unrestricted ending fund balance in the Cemetery Fund.

- Downtown Parking Maintenance District Fund - increases the capital outlay appropriation to cover start-up costs associated with the Franklin Square fountains, offset by a reduction to the unrestricted ending fund balance.

- Electric Utility Capital Fund - decreases the beginning and ending fund balance, and recognizes a transfer from the Electric Utility Fund and appropriates the funding to the Major Engine Overhaul and Repair Project.

- Electric Utility Fund - increases revenue estimates for other revenue, sale of land (Loyalton), and charges for services and increases appropriations for spare engine lease costs, contribution in-lieu and resource and production as well as the Rate Stabilization Reserve. Transfers of funding to the Electric Utility Capital Fund and Vehicle Replacement Fund are also included.

- Electric Utility Operating Grant Trust Fund - increases the charges for services revenue estimate, offset by increases to the contribution in-lieu budget and Public Benefits Charges

ending fund balance.

- Expendable Trust Fund - increases the revenue estimates for other agencies and other fees for services and appropriates the funds to the Information Technology, Public Works, and Parks and Recreation Departments.
- Fire Operating Grant Trust - increases the other agencies revenue estimates and appropriates the funding for the Assistance to Firefighters and USAR Training Reimbursement grant programs. An action is also included recognizing a transfer from the General Fund for the SAFER grant program.
- Gas Tax Fund - increases the transfer from the Streets and Highways Capital Fund to return project savings from the LED Traffic Signal & Safety Light Replacements project and returns the funds to fund balance.
- Parks and Recreation Capital Fund - decreases the Mitigation Fee Act revenue estimate and its respective ending fund balance, and increases the Quimby Act Fee revenue estimate and its respective ending fund balance. Actions to decrease the Park Impact Fees Monitoring and Parkland Acquisitions projects are also included.
- Public Facilities Financing Corporation Fund - increases the administrative cost appropriation and decreases the unrestricted ending fund balance.
- Recycled Water Capital Fund - increases the Recycled Water System Mains and Services project and decreases the unrestricted ending fund balance.
- Sewer Utility Fund - transfers funding to the Vehicle Replacement Fund, increases the materials, services, supplies appropriation, offset with an increase to the charges for services estimate and decrease in unrestricted ending fund balance.
- Streets and Highways Capital Fund - increases the other agencies revenue estimate and the Cupertino-Santa Clara On-Demand Shuttle Project appropriation. A technical correction is also included to reduce the transfer to the Traffic Mitigation Fund, increase the transfer to the Gas Tax Fund and increase the vehicle registration fee fund balance to return project savings from the LED Traffic Signal & Safety Light Replacements to their original funding source.
- Traffic Mitigation Fund - a technical correction to reduce the transfer from the Streets and Highways Capital Fund and the ending fund balance to correct the return of project savings from the LED Traffic Signal & Safety Light Replacements project to the original funding sources.
- Unemployment Insurance Fund - increases the insurance claims appropriation and decreases the unrestricted ending fund balance.
- Vehicle Replacement Fund - recognizes transfers from the General Fund, Electric Utility and Sewer Utility Funds and increases the capital outlay budget.

There are also FY 2026/27 budget adjustments recommended as described in Attachment 4 and summarized below:

- General Fund - recognizes beginning fund balance to reflect the carryover of the Reserve for Future Uses and the unspent sponsorship funding for the “Where the Mission Meets the

Moment" campaign.

- Electric Utility Capital Fund - recognizes developer contributions and establishes the Central Expressway and Walsh Ave Transmission Line Clearance Project.
- Parks and Recreation Capital Fund - recognizes and appropriates other revenue to the Earl Carmichael Park Snack Shack Rehabilitation Project.

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
1. Note and file the Monthly Financial Status Report and Monthly Investment Report for April 2026 as presented; and
2. Approve the Fiscal Year 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. General Fund: increases to revenue including sales tax, property tax, transient occupancy tax, interest earnings, fines and penalties, SVP transfer, other fees for services, other revenue, and reimbursements from Stadium and Bay Area Host Committee, adjustments to various departmental budgets including City Attorney's Office, City Clerk's Office, Finance Department, Fire Department, Police Department, Parks and Recreation Department, and Non-Departmental; a transfer to the Fire Operating Grant Trust Fund and Vehicle Replacement Fund; increases to the Property Tax ERAF Reserve, Pension Stabilization Reserve, unrestricted ending fund balance and the establishment of the Reserve for Future Uses, with a net impact of $41,054,024;
   b. Cemetery Fund: increases to the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of $84,000;
   c. Downtown Parking Maintenance District Fund: increase to capital outlay and decrease to ending fund balance, with a net impact of $0;
   d. Electric Utility Capital Fund: decreases to the beginning and ending unrestricted ending fund balance, recognizes a transfer from the Electric Utility Fund and increases the Major Engine Overhaul and Repair project, with a net impact of ($6,170,000);
   e. Electric Utility Fund: increases to revenue including other revenue, sale of land and charges for services, increases to materials, services and supplies, contribution in lieu, and resource and production, increases to transfers to the Electric Utility Capital Fund and Vehicle Replacement Fund, and increase to the Rate Stabilization Reserve, with a net impact of $53,125,150;
   f. Electric Utility Operating Grant Trust Fund: increase to charges for services, offset with increases to contribution-lieu and the Public Benefits Charges ending fund balance, with a net impact of $1,140,000;
   g. Endowment Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact

of $82,000;

h. Expendable Trust Fund: increases to other agencies revenue and other fees for services and increases to the Information Technology, Public Works and Parks and Recreation Departments, with a net impact of $76,500;

i. Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue for the Fire Department and recognizes a transfer from the General Fund for the SAFER grant program, with a net impact of $142,054;

j. Gas Tax Fund: increases the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of $764,019;

k. Parks and Recreation Capital Fund: adjustments to the Mitigation Fee Act and Quimby Act revenue and their corresponding ending fund balances and decreases to the Park Impact Fees Monitoring and Parkland Acquisitions projects, recognizes revenue and establishes the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of ($7,937,104);

l. Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $2,000;

m. Public Facilities Financing Corporation Fund: increase to administrative cost budget and decrease to ending fund balance; with a net impact of $0;

n. Recycled Water Capital Fund: increase to the Recycled Water System Mains and Services project offset by ending fund balance, with a net impact of $0;

o. Sewer Utility Fund: increase to charges for services, materials, services, and supplies, transfer to the Vehicle Replacement Fund, offset by ending fund balance, with a net impact of $400,000;

p. Streets and Highways Capital Fund: increase to other agencies revenue and the Cupertino-Santa Clara On-Demand Shuttle Project, and reduce the transfer to the Traffic Mitigation Fund, increase the transfer to the Gas Tax Fund, and increase the vehicle registration fee ending fund balance, with a net impact of $210,000;

q. Traffic Mitigation Fund: reduces the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of ($1,161,035);

r. Unemployment Insurance Fund: increase to insurance claims offset by ending fund balance, with a net impact of $0; and

s. Vehicle Replacement Fund: recognizes transfers from the General Fund, and the Electric Utility and Sewer Utility Funds, and increases the capital outlay appropriation, with a net impact of $329,833.

3. Approve the Fiscal Year 2026/27 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 4 of the staff report):

a. General Fund: increases the beginning and ending fund balance for the Reserve for Future Uses, increases the unrestricted beginning fund balance and increases the Non-Departmental appropriation, with a net impact of $20,500,000;

b. Electric Utility Capital Fund: recognizes developer contributions and establishes the Central Expressway and Walsh Ave Transmission Line Clearance Project, with a net impact of $1,863,750; and

c. Parks and Recreation Capital Fund: increases the beginning fund balance and increases the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of $290,661.

Items 2a - 2s and 3a - 3c, five affirmative Council votes required to appropriate additional revenue and for the use of unused balances.

Reviewed by: Kenn Lee, Director of Finance

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Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Monthly Financial Status Report - April 2026
2. Monthly Investment Report - April 2026
3. FY 2025/26 Budget Amendments
4. FY 2026/27 Budget Amendments

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City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

April 2026

City of Santa Clara

Financial Status Report as of April 30, 2026

This report summarizes the City's financial performance for the month ending April 30, 2026. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, Internal Service Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

Economic Outlook

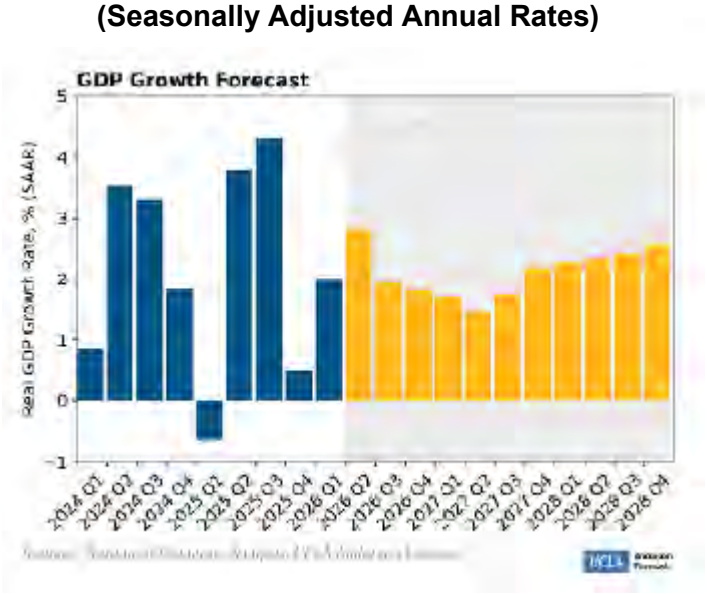
The UCLA Anderson Summer 2026 Economic Forecast discusses the economic implications of the conflict with the Iran on the US economy as well as factors in the US economy that will help manage the related energy shock, including lower interest rates, tax cuts and AI investments. "Large shifts are currently afoot across domestic politics, geopolitics, and technology, bringing a heightened level of uncertainty regarding how each will play out. Nonetheless, the US economy continues to perform exceptionally well in many regards, maintaining historically low levels of unemployment alongside robust GDP growth.

However, the disruption to the global oil supply directly threatens this economic health. The country is inevitably entering a period of markedly higher inflation, and while GDP growth and employment will suffer, the immediate impact on them is largely offset by the multi-faceted economic stimulus currently serving as a backdrop for the US economy.

The primary risk to this outlook is if the Strait of Hormuz remains closed beyond the summer, which would send oil prices significantly higher than their already elevated levels. A prolonged closure would disrupt the US economy to a much greater degree, especially if it punctures the currently lofty equity valuations, which would put the possibility of a recession back on the table."[1]

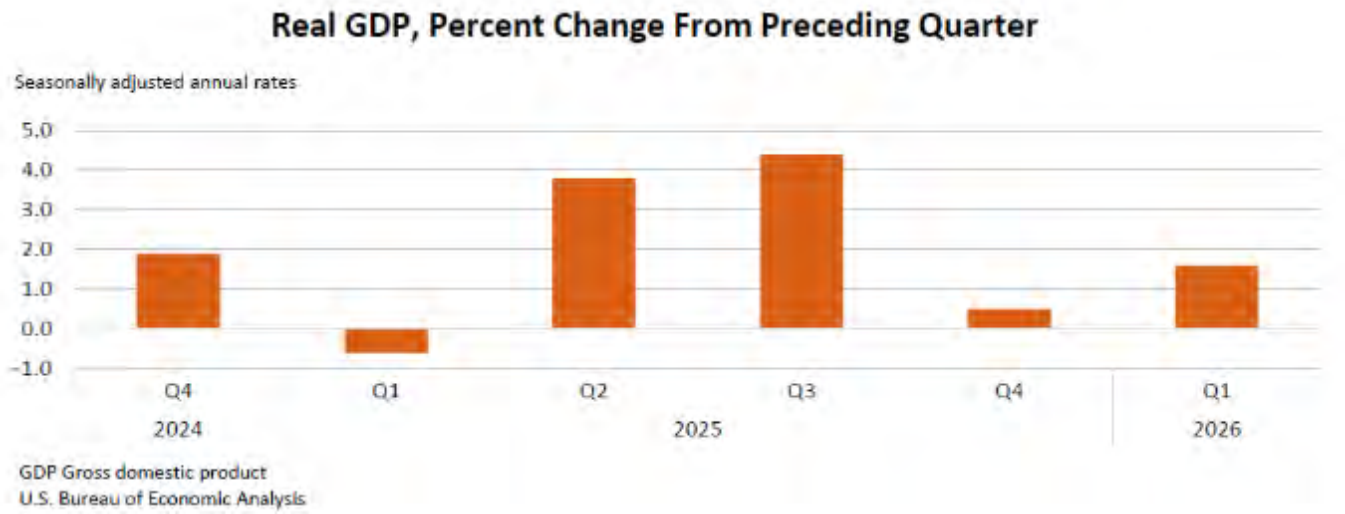
The UCLA Forecast assumes real Gross Domestic Product (GDP) growth of 2.1% in 2026, consistent with the performance in 2025. The estimate for 2026 is down from the 3% growth estimated in the Spring 2026 UCLA Forecast; growth in no longer expected to accelerate in 2026 as higher energy prices are expected to diminish household spending capacity. In 2027, real GDP growth is projected to drop to 1.8% with consumer spending constrained by increases in the cost of living due to the oil supply crunch, government spending cuts taking effect, particularly to Medicaid and SNAP, and a more modest pace of AI investment growth.

Quarterly Real GDP Growth Forecast (Seasonally Adjusted Annual Rates)

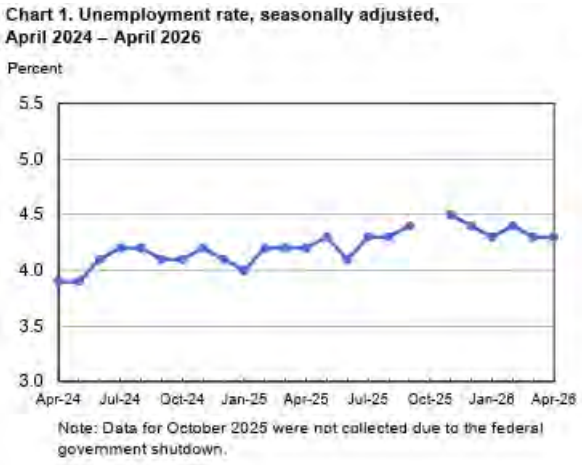


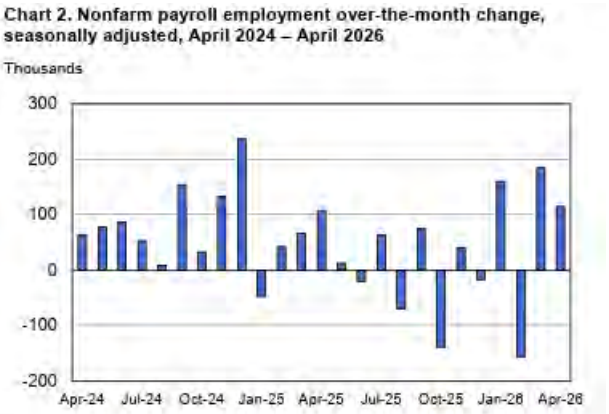
[1] UCLA Anderson Forecast for the Nation, Summer 2026 Report: One Inflationary Battle After Another, Clement Bohr, May 2026

In the second estimate for the first quarter of 2026, the Gross Domestic Product (GDP) increased at an annual rate of 1.6%, following a GDP increase of 0.5% in the fourth quarter 2025. The increase in real GDP reflected increases in investment, exports, consumer spending, and government spending. Imports, which are a subtraction in the calculation of GDP, also increased.[2]



On a national level, the unemployment rate remained unchanged at 4.3% between March and April 2026. In April, the number of unemployed persons totaled 7.4 million, an increase from 7.2 million in March 2026.[3]





[2] https://www.bea.gov/news/2026/gdp-advance-estimate-1st-quarter-2026

[3] https://www.bls.gov/news.release/pdf/empsit.pdf

At the state level, the California unemployment rate was 5.3% in April 2026, consistent with the March 2026 rate. This rate is slightly down from the 5.4% rate in April 2025. Over the past year, California employers have gained 101,500 nonfarm jobs (0.56% increase).[4]

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.7% in April 2026, down slightly from a revised 3.9% in March 2026, and below the April 2025 level of 4.0%. Between April 2025 and April 2026, employment in this region increased by 15,200 jobs, or 1.3%. The largest increases were in private education and health services (up 13,000 jobs) and construction (up 3,800 jobs).[5]

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 2025/26 was $353.0 million. The amended budget for revenues and expenditures was adjusted to $385.5 million to reflect carryover encumbrances from fiscal year 2024/25 and various budget amendments approved by the City Council through April 2026.

General Fund revenues are tracking to exceed the budget and expenditures are tracking to end the year with savings.

[4] https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-april-2026/
[5] https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf

City of Santa Clara

Financial Status Report as of April 30, 2026

General Fund Revenues

As of April 30, 2026, $272.8 million, or 80.7% of General Fund revenue (excluding transfers) was received. Transfers and use of reserves of $47.4 million have occurred as budgeted.

CITY OF SANTA CLARA
GENERAL FUND
REVENUE OVERVIEW AND COMPARISON BY TYPE

	FISCAL YEAR 2025/26				PY REVENUE COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 04/30/2026	Percentage Received	Actual Through 04/30/2025	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 65,850,000	$ 65,850,000	$ 50,668,710	76.95%	$ 48,959,932	$ 1,708,778	3.49%
Property Tax	101,181,000	101,181,000	76,657,243	75.76%	71,802,154	4,855,089	6.76%
Transient Occupancy Tax	27,500,000	27,500,000	22,799,241	82.91%	18,970,550	3,828,691	20.18%
Other Taxes	7,200,000	7,200,000	5,162,234	71.70%	4,720,691	441,543	9.35%
Total Taxes	**201,731,000**	**201,731,000**	**155,287,428**	**76.98%**	**144,453,327**	**10,834,101**	**7.50%**
LICENSES & PERMITS							
Business Licenses	6,200,000	6,200,000	4,965,855	80.09%	5,021,923	(56,068)	-1.12%
Building Permits	-	-	1,266,301	N/A	1,150,319	115,982	10.08%
Fire Operation Permits	1,998,000	1,998,000	1,677,666	83.97%	1,798,701	(121,035)	-6.73%
Miscellaneous Permits	26,000	26,000	254	0.98%	74,227	(73,973)	-99.66%
Total Licenses & Permits	**8,224,000**	**8,224,000**	**7,910,076**	**96.18%**	**8,045,170**	**(135,094)**	**-1.68%**
FINES & PENALTIES	**1,557,000**	**1,557,000**	**2,721,647**	**174.80%**	**1,860,183**	**861,464**	**46.31%**
INTERGOVERNMENTAL	**580,000**	**1,256,079**	**1,070,026**	**85.19%**	**4,582,816**	**(3,512,790)**	**-76.65%**
CHARGES FOR SERVICES	**35,626,474**	**35,843,074**	**31,373,707**	**87.53%**	**28,700,639**	**2,673,068**	**9.31%**
SILICON VALLEY POWER TRANSFER	**37,275,000**	**37,275,000**	**31,062,502**	**83.33%**	**29,554,249**	**1,508,253**	**5.10%**
USE OF MONEY & PROPERTY							
Interest	6,247,000	6,247,000	8,256,326	132.16%	4,503,122	3,753,204	83.35%
Rent	13,107,611	13,536,011	12,217,238	90.26%	10,209,880	2,007,358	19.66%
Total Use of Money & Property	**19,354,611**	**19,783,011**	**20,473,564**	**103.49%**	**14,713,002**	**5,760,562**	**39.15%**
MISCELLANEOUS REVENUES	**380,000**	**1,220,816**	**1,139,866**	**93.37%**	**486,354**	**653,512**	**134.37%**
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,454,000	-	0.00%
Operating Transfer In - Reserves	9,556,671	16,973,212	16,973,212	100.00%	13,950,549	3,022,663	21.67%
Operating Transfer In - Fund Balances[1]	5,816,858	28,620,857	28,620,857	100.00%	6,162,369	22,458,488	364.45%
Operating Transfer In - Miscellaneous	405,265	401,746	401,746	100.00%	2,201,534	(1,799,788)	-81.75%
Total Other Financing Sources	**17,232,794**	**47,449,815**	**47,449,815**	**100.00%**	**23,768,452**	**23,681,363**	**99.63%**
STADIUM OPERATION							
Charges for Services	24,423,380	24,497,380	20,428,625	83.39%	17,523,231	2,905,394	16.58%
Rent and Licensing	6,640,308	6,640,308	1,318,972	19.86%	7,612,194	(6,293,222)	-82.67%
Total Stadium Operation	**31,063,688**	**31,137,688**	**21,747,597**	**69.84%**	**25,135,425**	**(3,387,828)**	**-13.48%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 385,477,483**	**$ 320,236,228**	**83.08%**	**$ 281,299,617**	**$ 38,936,611**	**13.84%**

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2025 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.75% effective April 1, 2026 (Santa Clara County voters approved Measure A to increase the sales tax for the County of Santa Clara by 0.625%). Of the 9.75%, the City of Santa Clara receives 1.0%. As of April 30, 2026, $50.7 million has been recorded, which is 3.5% higher than prior year collection levels. Given the timing of payments, the sales tax receipts through April account for actual activity in the first two quarters (July 2025 through December 2025) plus two advances for January and February 2026. In addition, $0.6 million has been received for the Proposition 172 Public Safety Sales Tax, which is consistent with the prior fiscal year.

Following is information on the general sales tax receipts by quarter.

- **First quarter of FY 2025/26 (July – September activity):** receipts totaled $18.4 million. This collection level was 3.9% below the prior year receipts of $19.2 million for the first quarter of FY 2024/25. This decrease was the result of a 16.0% decrease in the Business-to-Business category, partially offset by growth in the remaining categories.

- **Second quarter of FY 2025/26 (October – December activity):** receipts totaled $21.9 million and were up 8.6% from the same period last year. This increase was primarily the result of a 30.2% increase in the County pool; these collections represented approximately 23% of the City's sales tax receipts. The City business categories that experienced growth in the second quarter included Construction (up 42.0%), Transportation (up 2.9%), and General Retail (up 1.8%). This growth was partially offset by declines in food products (down 3.4%), and business to business (down 12.3%).

- **Third quarter of FY 2025/26 (January - March activity):** While not reflected in the data through April, the City received the true-up payment for the third quarter of FY 2025/26 in May. General sales tax receipts in the third quarter totaled $20.7 million and were up 0.6% from the same quarter in the prior fiscal year. Data is not yet available on the performance by business category.

  Through the first three quarters of the fiscal year, collections were up 1.9% from the extremely high collection level in the prior fiscal year.

Given the strong performance to date and the strong performance in FY 2024/25, collections are tracking to exceed the budget estimate of $65.9 million. Collections are projected to exceed the budget by approximately $15 million based on the current data available and projections from the City's sales tax consultant.

Property Tax: Through April, property tax receipts totaled $76.7 million, up 6.8% from the prior year. The majority of property tax revenue is collected in the second half of the fiscal year. Based on information from the County of Santa Clara, property tax receipts are projected to end the year at $103.8 million, slightly above the Adopted Budget estimate of $101.2 million.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's TOT rate is 13.5%. Through April 30, 2026, $22.8 million has been collected, which reflects a 20.2% increase when compared to the collection level in the prior year. Beginning July 2025, all hotels submit TOT payments monthly rather than a combination of monthly and quarterly payments, which will impact the collection pattern during this fiscal year. Based on the higher prior year collection level, current year receipts, and the impact from the Super Bowl and FIFA World Cup events, TOT revenue is projected to exceed the budgeted estimate by year-end by $3 million - $5 million.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected $5.2 million through April, including franchise tax ($4.0 million) and documentary transfer tax ($1.2 million). Receipts are 9.4% higher than last fiscal year's collection level of $4.7 million. Growth of 2.6% is needed to meet the budgeted estimate.

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. This category also includes a portion of building permits that are allocated for advanced planning. Licenses and permits revenue collections are tracking above par with receipts totaling $7.9 million, or 96.2% of the $8.2 million budget. This collection level is consistent with prior year receipts of $8.0 million. Business licenses receipts represent the majority of the collections to date at $5.0 million. Collections in this category are tracking on par with the prior year level but are projected to end the year slightly below the $6.2 million budget.

Fines & Penalties: Includes collection charges (late fees), vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through April was $2.7 million, which is above the budget of $1.6 million and the prior year level collections of $1.9 million. The majority of the receipts are comprised of collection charges. The variance from the prior year is primarily due to higher collection charges, partially offset by a decrease in municipal fines collected.

Intergovernmental: Includes motor vehicle fees, state homeowner property tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through April 30, 2026, $1.1 million has been collected in this category, which is 85.2% of the budget. This collection level is 77% lower than prior year levels; collections were higher last year due to wildland reimbursements. Motor vehicle fees total $0.2 million, slightly exceeding the budget, and the State reimbursement for homeowners property tax relief totals $0.1 million and is expected to reach the $0.2 million budget by year-end. The miscellaneous other agency revenues total $0.8 million, which primarily reflects the SB 90 reimbursements from the State for state-mandated programs delivered by the Police Department and wildland reimbursements for the Fire Department. Budget actions to appropriate these funds to the Police and Fire Departments were approved as part of the July/August Monthly Financial Report and February and March Monthly Financial Reports, respectively.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through April, collections totaled approximately $31.4 million or 87.5% of the budget. This reflects a 9.3% increase compared to last year's collections, primarily due to higher receipts in engineering fees, interdepartmental charges, and planning and zoning fees.

Silicon Valley Power Transfer: In accordance with the City's charter, Silicon Valley Power (SVP) pays 5.0% of gross revenues to the General Fund. Transfers throughout the year are based on the budgeted estimate and will be trued up at the end of the fiscal year based on actual performance. Based on the prior year collections and activity levels in SVP, receipts in this category are expected to exceed the budgeted estimate.

Use of Money & Property: Includes realized investment income and rental income. Collections of $20.5 million are higher than prior year levels in both categories. The increase in rental income reflects higher right-of-way collections and lease revenues. Interest collections were 83% higher than prior year levels due to several factors, including an increase in the size of the portfolio, the interest income distribution timing, a higher level of realized losses last fiscal year, and higher earnings for certain securities. Receipts in this category are expected to exceed the budgeted estimate by over $5.0 million based on current collection trends.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, and one-time miscellaneous revenues. Through April, collections of $1.1 million are tracking at 93% the budget and are 134% above the prior year collections of $0.5 million. This increase is primarily due to a settlement agreement for damages incurred at Lick Mill Pump Station; the City was reimbursed $0.5 million for these damages. A budget action recognizing the reimbursement was approved by the City Council on January 13, 2026.

Stadium Operation: Through April 30, 2026, $21.7 million has been collected through charges for services and rent. Of this amount, $3.3 million and $5.6 million represents public safety cost reimbursements for non-NFL events and NFL games, respectively. The City received $4.8 million in revenue from the Stadium Authority's year-end excess revenue distribution to the General Fund. The City also received the ground lease payment of $1.3 million and general and administrative cost reimbursements of $1.9 million, both from the Stadium Authority. Reimbursements of $3.9 million have been received from the Bay Area Host Committee. Remaining collections of $0.9 million reflected parking permits. A budget action is included as part of this report for additional reimbursements related to higher than budgeted deployment costs related to the FIFA World Cup matches.

General Fund Expenditures

As of April 30, 2026, $314.0 million or 81.5% of the General Fund operating budget had been expended, which is higher than prior year expenditure levels. Excluding transfers, expenditures totaled $259.9 million, or 78.4% of the budget, which is below par of 83%. Transfers of $54.1 million have occurred as budgeted. Overall, expenditures in the General Fund are within budgeted levels through April and are expected to end the year with savings.

CITY OF SANTA CLARA
GENERAL FUND
EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

	FISCAL YEAR 2025/26				PY EXPENDITURES COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 04/30/2026	Percentage Used	Actual Through 04/30/2025	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 20,501,477	$ 20,160,144	$ 13,035,755	64.66%	$ 11,758,804	$ 1,276,951	10.86%
City Council	1,268,362	1,273,274	949,813	74.60%	917,110	32,703	3.57%
City Clerk	1,761,474	1,763,949	1,373,218	77.85%	1,932,238	(559,020)	-28.93%
City Manager	5,859,758	6,942,349	5,096,696	73.41%	3,652,413	1,444,283	39.54%
City Attorney	4,619,355	4,760,193	3,701,993	77.77%	2,463,586	1,238,407	50.27%
City Auditor	1,075,554	1,167,005	651,493	55.83%	635,201	16,292	2.56%
Human Resources	5,470,869	5,758,815	3,518,361	61.10%	3,462,219	56,142	1.62%
Finance	20,897,522	21,598,708	17,263,673	79.93%	17,134,563	129,110	0.75%
Total General Government	**61,454,371**	**63,424,437**	**45,591,002**	**71.88%**	**41,956,134**	**3,634,868**	**8.66%**
PUBLIC WORKS	**30,216,576**	**31,460,071**	**23,528,650**	**74.79%**	**21,052,776**	**2,475,874**	**11.76%**
COMMUNITY DEVELOPMENT	**6,039,535**	**6,237,266**	**4,604,601**	**73.82%**	**4,001,716**	**602,885**	**15.07%**
PARKS AND RECREATION	**24,548,978**	**25,373,495**	**19,264,949**	**75.93%**	**17,641,269**	**1,623,680**	**9.20%**
PUBLIC SAFETY							
Fire	70,335,667	71,724,082	59,409,447	82.83%	57,595,704	1,813,743	3.15%
Police	99,261,544	100,299,895	83,412,826	83.16%	75,242,730	8,170,096	10.86%
Total Public Safety	**169,597,211**	**172,023,977**	**142,822,273**	**83.02%**	**132,838,434**	**9,983,839**	**7.52%**
LIBRARY	**12,178,570**	**12,300,254**	**9,830,386**	**79.92%**	**9,803,534**	**26,852**	**0.27%**
DEPARTMENTAL TOTAL	**304,035,241**	**310,819,500**	**245,641,861**	**79.03%**	**227,293,863**	**18,347,998**	**8.07%**
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	1,062,675	1,635,973	1,635,973	100.00%	1,742,520	(106,547)	-6.11%
Operating Transfer Out - Debt Services	1,406,979	1,406,979	1,406,979	100.00%	1,405,940	1,039	0.07%
Operating Transfer Out - Maintenance Dtrct	1,079,493	1,079,493	1,079,493	100.00%	977,546	101,947	10.43%
Operating Transfer Out - Cemetery	1,078,109	1,078,109	1,078,109	100.00%	823,000	255,109	31.00%
Operating Transfer Out - CIP	6,352,233	30,793,808	30,793,808	100.00%	14,436,988	16,356,820	113.30%
Operating Transfer Out - Reserves	17,649,996	18,100,112	18,100,112	100.00%	7,324,722	10,775,390	147.11%
Total Other Financing Uses	**28,629,485**	**54,094,474**	**54,094,474**	**100.00%**	**26,710,716**	**27,383,758**	**102.52%**
STADIUM OPERATION	**20,359,841**	**20,563,508**	**14,293,660**	**69.51%**	**7,320,181**	**6,973,479**	**95.26%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 385,477,483**	**$ 314,029,995**	**81.47%**	**$ 261,324,760**	**$ 52,705,235**	**20.17%**

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Through April, expenditures totaled $13.0 million, or 64.7% of the budget, which is below par of 83%. Current year spend is tracking higher than prior year levels, primarily in the salaries and benefits and contractual services categories. Spend is also higher in the advertising and community promotion category as a result of the “Where the Mission Meets the Moment” community events. These costs are partially offset by sponsorship revenue received by the City and appropriated to Non-Departmental as approved by the City Council as part of the Monthly Financial Reports for December 2025 and January 2026.

City Attorney: Actual expenditures through April totaled approximately $3.7 million, which is 77.8% of the budget, which is below par. Spending is higher than the total expenditures through the same time last fiscal year by 50.3% due to higher salaries and benefits costs and outside legal counsel costs. A budget action in the amount of $230,000 is included as part of this report to address increased legal service costs associated with new and ongoing litigations.

City Clerk: Through April, actual expenditures were tracking slightly below budget at approximately $1.4 million or 77.9% of the budget. This spend is 28.9% lower than prior year levels due to one-time election costs incurred in February 2025. A budget action in the amount of $10,000 is included as part of this report to address increased expenditures for Public Record Act (PRA) assessments.

City Council: Through April, expenditures of $0.9 million were at 74.6% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a 3.6% increase in expenditures, resulting from higher salary and benefits, operating supplies, and conference, training and travel spend.

City Manager: The actual expenditures through April totaled $5.1 million, or 73.4% of the budget, which is below par for this time of the year. Expenditures are approximately 39.5% higher compared with the spending level during the same period last fiscal year. This is due to higher spend in the salaries and benefits, operating supplies, and contractual services categories.

Community Development Department: This department consists of three divisions: Planning, Building, and Housing and Community Services. The Building Division of this department is reflected in the Building Development Services Fund, which falls under the special revenue section of this report. Through April, departmental expenditures for the Planning and Housing and Community Services divisions totaled $4.6 million, or 73.8% of the budget, which is below par of 83%. This expenditure level is 15.1% above the prior year as a result of higher salaries and benefits and contractual services spend.

Finance Department: Through April, the Department’s expenditures totaled $17.3 million, or 80% of the budget, which is slightly below par. This expenditure level is consistent when compared to the same period last year.

Fire Department: Through April, actual expenditures totaled $59.4 million, or 82.8% of the budget, which is at par. These expenditures are 3.2% above the spending level through the same period last fiscal year. Overtime expenditures are tracking at 187.6% of the budget, which is well above par. Excluding reimbursable mutual aid-related overtime, the departmental overtime remains at approximately 181.4% of the budget. While this overtime figure is above par, 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.

Through April, absences are up 13% (from 67,551 to 76,246 hours) when compared with the prior fiscal year and remain above historical levels. Absences are trending high in the areas of injury leave, disability leave, and compensation time usage. Employees can elect compensatory time over overtime pay when backfilling shift absences, which increases the need to backfill when the compensatory time is used. Through April, the compensatory time payouts total $1.92 million which is above historical levels and 31% above the payouts of $1.47 million experienced through April of last fiscal year.

Expenditures are currently projected to end the fiscal year approximately $2.4 million to $2.7 million over budget. A portion of this overage can be offset by approximately $0.7 million in additional ambulance revenue. A budget amendment is recommended as part of this report to recognize and appropriate these revenues. After accounting for this adjustment, the remaining projected shortfall is approximately $1.8 million to $2.0 million. To conservatively address the anticipated year-end overage, an additional budget amendment of $2.0 million is included.

Library Department: Through April, actual expenditures totaled approximately $9.8 million, or 80% of the budget, which is slightly below par, but consistent with the prior year expenditure level.

Parks and Recreation Department: Through April, actual expenditures totaled $19.3 million, or 75.9% of the budget, which is below par, but 9.2% higher than prior year actuals of $17.6 million. This increase reflects higher spend in the salaries and benefits categories as well as operating supplies.

Police Department: Expenditures through April are tracking at $83.4 million, or 83.2% of the budget; this is approximately 10.9% higher than prior year spending levels. The increase is mainly due to higher spend in the salaries and benefits, particularly in the overtime category. There is also higher spend in the operating supplies, contractual services, and capital outlay categories. Earlier in the fiscal year, the City Council approved MOU agreements for Units 2 and 10, both with fiscal implications totaling approximately $3.0 million. While the Department has been able to absorb a substantial amount of these costs, a budget action is included as part of this report to address the portion that cannot be absorbed.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures of $14.3 million through April are tracking at 69.5% of the budget; this expenditure level is 95.3% above the prior fiscal year due planning and deployment activities related to the Super Bowl LX and FIFA World Cup 2026. Events at the Stadium through April include two soccer matches, four concerts, two preseason and eight regular season NFL games; these costs are fully reimbursed by the Stadium Manager and the Stadium

Authority. February events also include Super Bowl LX and the community event: Celebrate Santa Clara. The Bay Area Host Committee also provides reimbursement for expenses incurred related to Super Bowl LX and FIFA World Cup 2026 planning costs. A budget action is included as part of this report to address higher than budgeted deployment costs related to the FIFA World Cup matches.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of April 30, 2026. The amended budget reflects carryover encumbrances from fiscal year 2024/25 and budget amendments approved by the City Council through April 2026.

CITY OF SANTA CLARA
SPECIAL REVENUE FUNDS
REVENUE AND EXPENDITURES - OVERVIEW AND COMPARISON BY FUND

	REVENUE - FISCAL YEAR 2025/26				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 4/30/2026	Percentage Received	Actual Through 4/30/2025	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$ 16,736,000	$ 16,736,000	$ 16,796,248	100.36%	$ 14,927,205	$ 1,869,043	12.52%
City Affordable Housing Fund	1,253,326	502,171	568,315	113.17%	1,077,543	(509,228)	-47.26%
Fire CUPA Fund	2,019,000	2,138,200	2,172,346	101.60%	180,159	1,992,187	1105.79%
Fire Development Services Fee Fund	3,429,000	3,429,000	3,615,128	105.43%	3,455,887	159,241	4.61%
Housing and Urban Development	5,427,794	5,561,800	996,639	17.92%	2,230,706	(1,234,067)	-55.32%
Housing Authority Fund	281,088	281,088	387,420	137.83%	46,320	341,100	736.40%
Housing Successor Fund	1,302,573	1,302,573	456,824	35.07%	930,095	(473,271)	-50.88%
TOTAL	**$ 30,448,781**	**$ 29,950,832**	**$ 24,992,920**	**83.45%**	**$ 22,847,915**	**$ 2,145,005**	**9.39%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 4/30/2026	Percentage Used	Actual Through 4/30/2025	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$ 17,307,319	$ 18,707,334	$ 13,765,015	73.58%	$ 13,328,766	$ 436,249	3.27%
City Affordable Housing Fund	6,984,995	7,292,572	965,975	13.25%	777,904	188,071	24.18%
Fire CUPA Fund	1,779,867	1,814,872	1,317,911	72.62%	60,596	1,257,315	2074.91%
Fire Development Services Fee Fund	3,904,315	3,926,714	2,958,331	75.34%	2,944,004	14,327	0.49%
Housing and Urban Development	5,427,794	5,720,995	2,110,062	36.88%	2,395,664	(285,602)	-11.92%
Housing Authority Fund	459,878	501,371	138,295	27.58%	134,323	3,972	2.96%
Housing Successor Fund	1,127,973	1,347,976	647,165	48.01%	500,773	146,392	29.23%
TOTAL	**$ 36,992,141**	**$ 39,311,834**	**$ 21,902,754**	**55.72%**	**$ 20,142,030**	**$ 1,760,724**	**8.74%**

Through the end of April, revenues totaled $25.0 million, or 83.5% of the estimate, which is at par of 83%, while expenditures totaled approximately $21.9 million, or 55.7%. Revenues in both the Building and Fire Development Services Funds and the Fire CUPA Fund are tracking above par, while expenditures in these funds are tracking below par. In the Fire CUPA Fund, expenditures are tracking well above prior year levels as it was newly established in FY 2024/25. The Housing Authority Fund revenue is tracking above budget and significantly above prior year levels due to additional interest paid on a housing loan, while revenue in the City Affordable Housing Fund is tracking below prior year levels. This is a result of a correction in booking for interest accrued on housing impact fees, which is now recorded in the City Affordable Housing Capital Fund. Expenditures are tracking higher in this fund

when compared to prior years due to higher salaries and benefits and contractual services spend. In the Housing Successor Agency Fund, contractual services spend is higher than prior years, while interest collections on housing loans have come in lower than prior years.

Internal Service Funds

The table below displays the expenditures in the internal service funds across the City. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through April 2026. As of April 30, 2026, the internal service fund expenditures totaled $37.7 million, or 55.8% of the amended budget. The expenditure fluctuations in the Vehicle Replacement Fund are due to the timing of vehicle purchases throughout the year. The significant decrease in spend in the Communication Acquisitions Fund is a result of the replacement of public safety radios that occurred last fiscal year. In the Information Technology Services Fund, higher spend is attributable to the contractual services and capital outlay categories. Expenditures are significantly lower in the Special Liability Insurance Fund when compared to last fiscal year due to high insurance claims expenses that were incurred in FY 2024/25.

CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
EXPENDITURES - OVERVIEW AND COMPARISON BY FUND

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 4/30/2026	Percentage Used	Actual Through 4/30/2025	$ Change From Prior Year	Percent Change
Communication Acquisitions Fund	$ 1,064,336	$ 1,642,638	$ 476,389	29.00%	$ 5,926,859	$ (5,450,470)	-91.96%
Fleet Maintenance and Operations Fund	6,757,227	7,417,317	5,429,991	73.21%	4,872,742	557,249	11.44%
Information Technology Services Fund	18,755,875	23,478,149	13,277,943	56.55%	10,208,299	3,069,644	30.07%
Public Works Capital Projects Management Fund	4,991,087	5,863,020	3,937,675	67.16%	3,385,039	552,636	16.33%
Special Liability Fund	9,152,000	9,209,062	5,411,449	58.76%	10,362,647	(4,951,198)	-47.78%
Unemployment Insurance Fund	100,000	100,000	117,288	117.29%	74,713	42,575	56.98%
Vehicle Replacement Fund	3,994,000	11,014,019	2,402,202	21.81%	6,245,655	(3,843,453)	-61.54%
Workers' Compensation Fund	6,858,000	8,858,000	6,634,863	74.90%	4,953,001	1,681,862	33.96%
TOTAL	**$ 51,672,525**	**$ 67,582,205**	**$ 37,687,800**	**55.77%**	**$ 46,028,955**	**$ (8,341,155)**	**-18.12%**

Governmental Capital Improvement Funds

The table below lists the revenue for selected capital improvement funds. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through April 2026. As of April 30, 2026, the capital fund revenue totaled approximately $24.5 million. In the Parks and Recreation Capital Fund, $13.3 million represents MFA collections, $1.2 million represents Quimby Act fees received, with interest earnings accounting for the remaining collections. The revenue collected in the Related Santa Clara Fund represents developer contributions. The revenue shown in the Storm Drain Capital Fund is customer service charges. In the Tasman East Specific Infrastructure Fund, $2.0 million reflects impact fee collections, with interest earnings accounting for the remaining collections. The collections in the Streets and Highways Capital Fund are comprised of interest earnings, grant funding, fees, and VTA Measure B proceeds.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

	REVENUE - FISCAL YEAR 2025/26				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2026	Percentage Received
City Affordable Housing Capital Fund	$ 211,155	$ -	$ 211,155	$ 211,155	100.00%
Parks & Recreation	23,494,971	-	23,494,971	16,648,824	70.86%
Public Buildings	110,027	-	110,027	110,028	100.00%
Related Santa Clara Developer	932,667	290,000	1,222,667	235,000	19.22%
Storm Drain	1,497,712	2,984,107	4,481,819	1,343,899	29.99%
Streets & Highways	15,802,148	19,942,011	35,744,159	3,705,487	10.37%
Tasman East Specific Infrastructure Improvement Fund	217,682	3,517,250	3,734,932	2,193,554	58.73%
TOTAL	**$ 42,266,362**	**$ 26,733,368**	**$ 68,999,730**	**$ 24,447,947**	**35.43%**

The table below lists the total amended budgeted amounts for expenditures in the Capital Improvement Funds. Similar to the revenue table, the amended expenditure budgets consist of current year appropriations, prior year carryover encumbrance balances in Governmental Capital Improvement Funds, and budget amendments approved through April 2026. As of April 30, 2026, capital fund expenditures totaled $36.3 million, or 10.7% of the amended budget. The table includes the Measure I General Obligation (GO) Bond funded projects. The current year budget reflects the first tranche of the GO bond proceeds, with approximately 2.8% spent. The FY 2026/27 and FY 2027/28 Adopted Biennial Capital Budget included the carryover of $63.2 million of these funds from FY 2025/26 to FY 2026/27.

As part of the adoption of the FY 2025/26 and FY 2026/27 biennial operating budget, capital funds were carried over for projects that were not anticipated to be completed by June 30, 2025. Necessary additional adjustments to the capital carryover amounts were included as part of the Budgetary Year-

End Report for FY 2024/25, which was approved by the City Council in December 2025. Budget actions were also included in the FY 2026/27 and FY 2027/28 biennial capital budget to carryover project funds from FY 2025/26 to FY 2026/27.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES

Fund Description	EXPENDITURES - FISCAL YEAR 2025/26 Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2026	Percentage Used
City Affordable Housing Capital Fund	$ 4,944,484	$ -	$ 4,944,484	$ -	0.00%
Fire	500,866	1,854,028	2,354,894	723,606	30.73%
General Gov't - Other	4,437,516	12,674,976	17,112,492	1,217,221	7.11%
Library	24,642	653,161	677,803	18,170	2.68%
Measure I General Obligation Bond Fund	96,634,500	-	96,634,500	2,710,710	2.81%
Parks & Recreation	11,437,074	40,887,990	52,325,064	1,681,036	3.21%
Public Buildings	43,762,209	8,977,180	52,739,389	4,307,328	8.17%
Related Santa Clara Developer	723,037	343,370	1,066,407	343,340	32.20%
Storm Drain	911,490	8,707,187	9,618,677	972,908	10.11%
Streets & Highways	20,213,576	76,260,521	96,474,097	22,838,426	23.67%
Tasman East Specific Infrastructure Improvement Fund	1,434,465	2,828,615	4,263,080	1,443,578	33.86%
TOTAL	**$ 185,023,859**	**$ 153,187,028**	**$ 338,210,887**	**$ 36,256,323**	**10.72%**

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of April 30, 2026. Overall, revenues and expenditures are tracking below budgeted levels. Compared to prior year levels, revenues are tracking lower, whereas expenditures are tracking higher.

CITY OF SANTA CLARA
ENTERPRISE OPERATING FUNDS
REVENUE AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

	REVENUE - FISCAL YEAR 2025/26				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 4/30/2026	Percentage Received	Actual Through 4/30/2025	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 600,000	$ 600,000	$ 512,545	85.42%	$ 511,207	$ 1,338	0.26%
Electric Utility Fund	1,128,195,241	1,128,195,241	722,963,344	64.08%	773,530,280	(50,566,936)	-6.54%
Sewer Utility Fund	52,407,375	52,425,510	47,176,312	89.99%	46,575,664	600,648	1.29%
Solid Waste Utility Fund	42,287,613	42,287,613	34,216,939	80.91%	32,200,137	2,016,802	6.26%
Water Recycling Fund	9,651,409	9,651,409	7,377,257	76.44%	8,462,758	(1,085,501)	-12.83%
Water Utility Fund	76,402,644	76,415,821	56,752,946	74.27%	51,449,218	5,303,728	10.31%
TOTAL REVENUE	**$ 1,309,544,282**	**$ 1,309,575,594**	**$ 868,999,343**	**66.36%**	**$ 912,729,264**	**$ (43,729,921)**	**-4.79%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 4/30/2026	Percentage Used	Actual Through 4/30/2025	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 1,757,102	$ 1,774,177	$ 910,969	51.35%	$ 953,033	$ (42,064)	-4.41%
Electric Utility Fund	712,617,141	723,337,626	548,937,029	75.89%	472,748,978	76,188,051	16.12%
Sewer Utility Fund	43,738,253	44,110,349	35,131,056	79.64%	30,794,517	4,336,539	14.08%
Solid Waste Utility Fund	42,061,065	46,374,375	31,816,759	68.61%	30,850,806	965,953	3.13%
Water Recycling Fund	10,890,055	14,745,574	8,501,469	57.65%	8,121,958	379,511	4.67%
Water Utility Fund	66,793,248	68,017,282	49,479,916	72.75%	47,018,443	2,461,473	5.24%
TOTAL - Operating Appropriations	**$ 877,856,864**	**$ 898,359,383**	**$ 674,777,198**	**75.11%**	**$ 590,487,735**	**$ 84,289,463**	**14.27%**

Revenues in the electric (which also includes the Electric Debt Service Fund), water, sewer (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. In the Electric Utility Fund, the significant decrease in revenue from the prior year is attributable to bond proceeds received last fiscal year. Budget actions for the Electric Utility Fund are included in this report, including recognition of higher charges for services, which are offset with higher contribution in-lieu and resource and production costs. Revenue in the Water Recycling Fund is lower than prior year levels due to a reimbursement received last fiscal year. Expenditures in the Sewer Utility Fund are tracking higher than prior year levels due to higher operations and maintenance payments made for the Regional Wastewater Facility (RWF).

A summary of revenue and expenses in the Enterprise Capital Improvement Funds is detailed in the tables below. Actual revenue through April 30, 2026, totaled $26.7 million, consisting primarily of developer contributions in the Electric Utility Fund and sewer fees in the Sewer Utility Fund. In the Sewer Utility Fund, a reimbursement related to the RWF from the City of San Jose is also reflected. Enterprise capital fund expenses totaled $104.1 million, or 11.6% of the amended budget. Similar to the general government capital funds, capital funds were carried over from FY 2024/25 as part of the FY 2025/26 and FY 2026/27 budget adoption process for those projects that were not expected to be completed by June 30, 2025. Additional necessary adjustments to the capital carryover amounts based on actual year-end expenditures were included in the Budgetary Year-End Report for FY 2024/25, which was approved by the City Council in December 2025. These actions are reflected in the table below. Budget actions were also included in the FY 2026/27 and FY 2027/28 biennial capital budget to carryover project funds from FY 2025/26 to FY 2026/27.

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

	REVENUE - FISCAL YEAR 2025/26				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2026	Percentage Received
Electric Utility Fund	$ 40,097,043	$ 13,091,676	$ 53,188,719	$ 20,244,166	38.06%
Sewer Utility Fund	-	-	-	6,380,818	N/A
Solid Waste Utility Fund	260,653	243,847	504,500	6,606	1.31%
Street Lighting [1]	-	-	-	11,695	N/A
Water Utility Fund	-	-	-	39,760	N/A
TOTAL - Revenue	**$ 40,357,696**	**$ 13,335,523**	**$ 53,693,219**	**$ 26,683,045**	**49.70%**

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES

	EXPENSES - FISCAL YEAR 2025/26				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 4/30/2026	Percentage Used
Cemetery Fund	$ 10	$ 270,479	$ 270,489	$ -	0.00%
Convention Center Capital Fund	1,590,412	2,556,629	4,147,041	24,375	0.59%
Electric Utility Fund	385,819,281	378,643,486	764,462,767	77,750,072	10.17%
Sewer Utility Fund	47,606,403	37,208,230	84,814,633	6,453,681	7.61%
Solid Waste Utility Fund	821,876	141,354	963,230	668,822	69.44%
Street Lighting [1]	5,837,301	12,872,569	18,709,870	8,148,367	43.55%
Water Recycling Fund	50,000	-	50,000	4,320	8.64%
Water Utility Fund	15,033,219	6,891,151	21,924,370	11,083,682	50.55%
TOTAL - CIP Appropriations	**$ 456,758,502**	**$ 438,583,898**	**$ 895,342,400**	**$ 104,133,319**	**11.63%**

(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).
- 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 standards 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 Rate Stabilization Reserve and Operations and Maintenance Reserve ensure sufficient operating cash is available to cover day-to-day expenses, address unforeseen cost increases or revenue shortfalls, and 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
April 30, 2026

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	$ 81,450,116		
Capital Projects Reserve	21,383,432		
Land Sale Reserve	18,561,159		
Technology Fee Reserve	2,827,685		
Electric Rate Stabilization Fund Reserve		$ 78,000,000	
Electric Operations and Maintenance Reserve		356,158,000	
Replacement & Improvement			$ 303,090
TOTALS	**$ 124,222,392**	**$ 434,158,000**	**$ 303,090**

Donations to the City of Santa Clara

Donations received by department during the month of April 2026 and for fiscal year 2025/26 are shown in the table below.

Department	Apr-26	Fiscal Year 2025/26 Year To Date	Designated Use
City Manager's Office	-	150	Help Your Neighbor
Parks & Recreation	700	24,870	Case Management
Parks & Recreation	935	4,263	Roberta Jones Jr. Theatre
Parks & Recreation	-	19,775	Wade Brummal
TOTALS	**$ 1,635**	**$ 49,058**	

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

April 2026

City of Santa Clara

Monthly Investment Report

TABLE OF CONTENTS

		Page #
1	Summary of Investment Portfolio	1
2	Summary of Investments	5
3	Investment Maturity Distribution Schedule	6
4	Attachment A: Investment Inventory With Market Value	7
5	Attachment B: Statement of Transactions	12

CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of April 30, 2026 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 April 30, 2026.

	COST VALUE	PERCENTAGE
City	$1,691,096,067	99.92%
SOSA	9,607	0.00%
HA	1,355,202	0.08%
Unrestricted	$1,692,460,876	100.00%
Restricted Bond Proceeds	2,500,960	
Total Investments	$1,694,961,836	

On April 30, 2026 the cost value and market value of the City's unrestricted pooled investment portfolio were $1,692,460,876 and $1,690,493,582 respectively.

Investment Strategy and Market Update

Yields remained in an elevated range as the conflict in the Middle East persisted and energy flows through the Strait of Hormuz remained severely restricted. Despite those tensions, risk assets rallied in April with credit spreads narrowing sharply while equity markets surged off their late March lows.

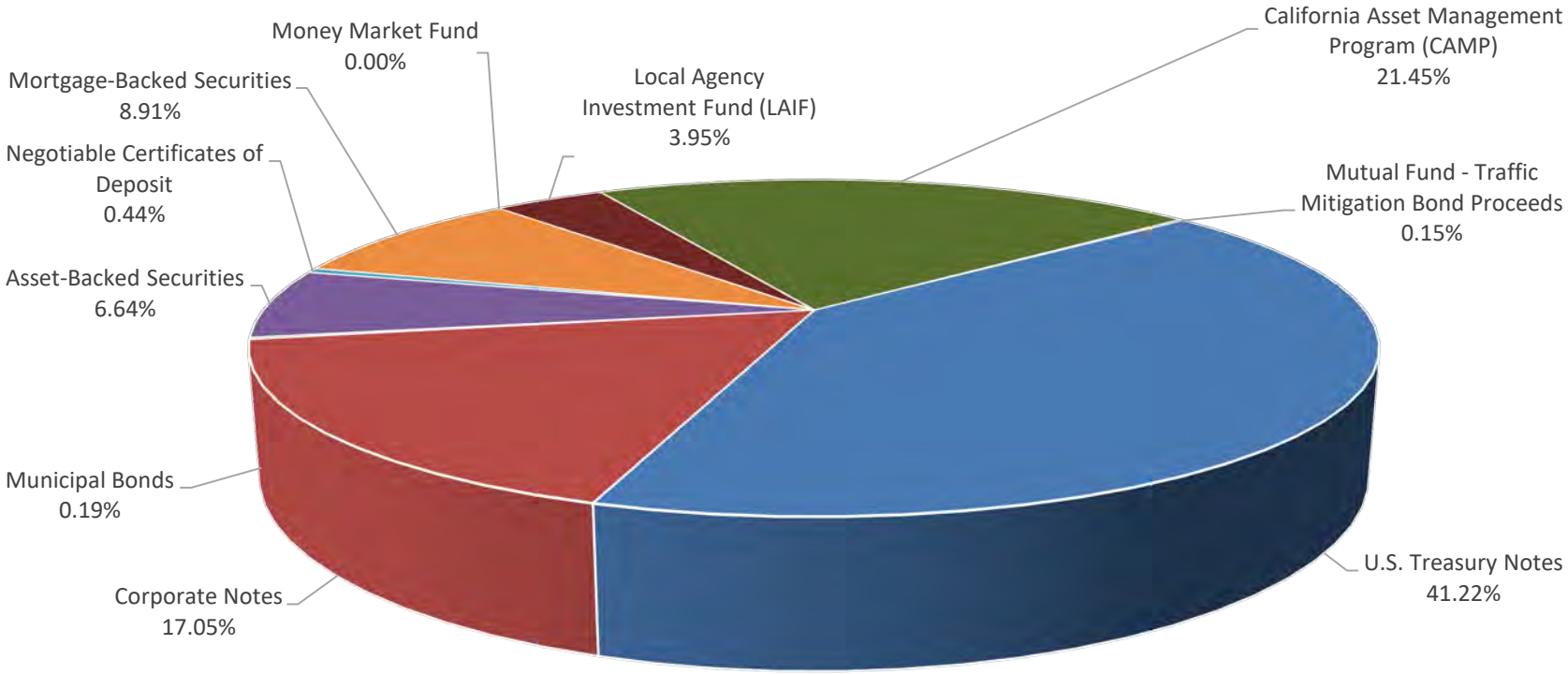
Gasoline and other energy prices rose 22% in March, pushing the year-over-year change in the headline personal consumption expenditures (PCE) index to 3.5%, its highest level since May 2023. The pass-through of higher energy prices remains a focus as core PCE, which strips out the volatile food and energy components, rose to its highest level since November 2023 at 3.2%.
.
The labor market remained in a "low hire, low fire" environment as initial jobless claims hit its lowest level in over five years and the unemployment rate held steady at 4.3%.

U.S. Treasury yields increased modestly in April on expectations the Fed will keep the target rate higher for longer. The yield on 3-month, 2-year, and 10-year U.S. Treasuries ended the month at 3.66%, 3.87%, and 4.37%, representing changes of -1 bps, +8 bps, and +5 bps, respectively.

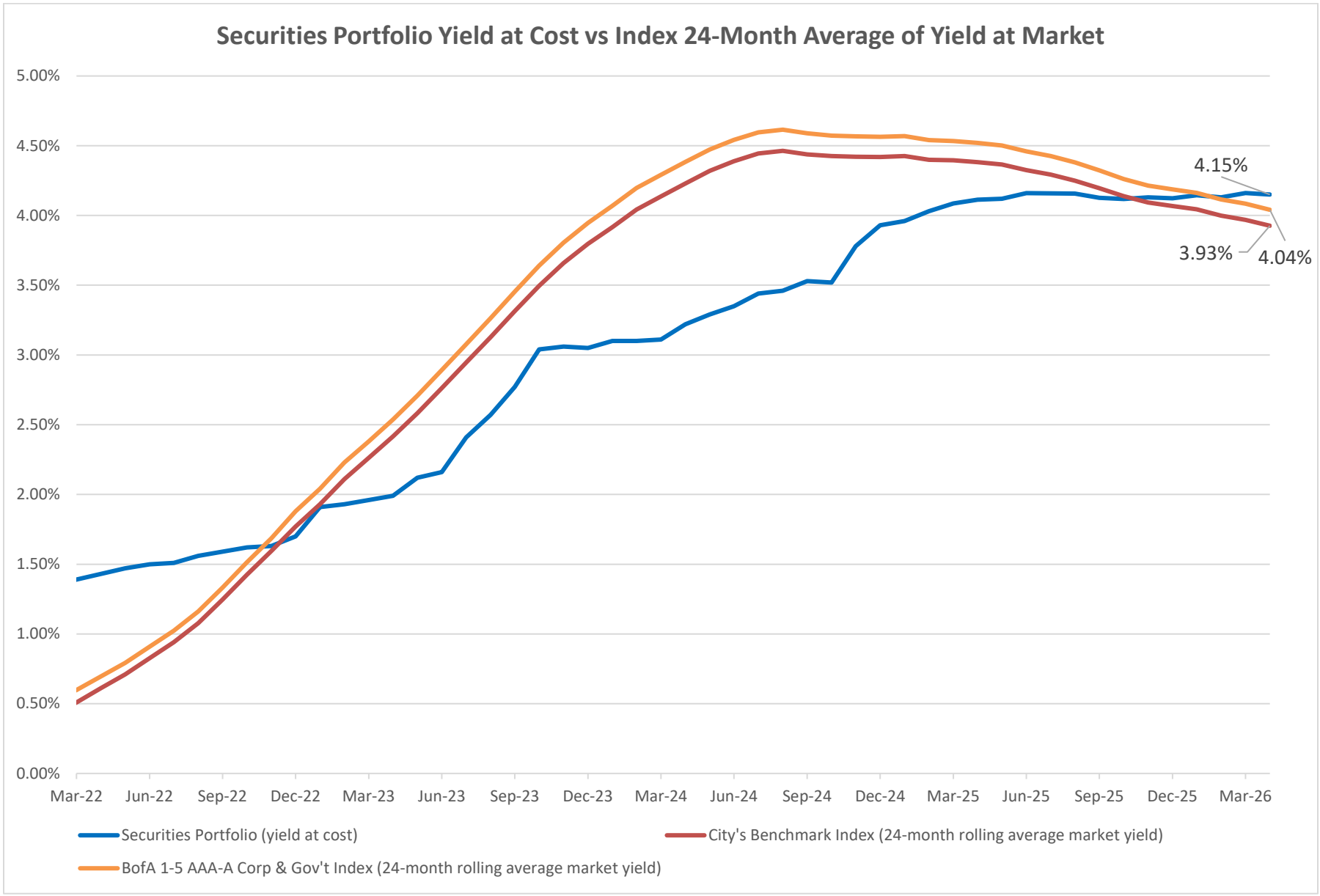
Shorter-duration fixed income indexes outperformed in April as the ICE BofA 3-month, 2-year, and 10-year U.S. Treasury indices returned +0.29%, +0.14%, and -0.21%, respectively.

The City's investment strategy for April 2026 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. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of April 30, 2026, 41.22% of the City's portfolio consists of U.S. Treasury Notes, 21.45% consists of California Asset Management Program (CAMP), 17.05% consists of investment grade Corporate Notes, 8.91% consists of investment grade Mortgage-Backed Securities, 6.64% consists of investment grade Asset-Back Securities, 3.95% consists of Local Agency Investment Fund (LAIF), 0.44% consists of Negotiable Certificates of Deposit, and 0.19% 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 securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	Current Month 4/30/2026
Investment Yield	
Liquidity Portfolio[1]	3.78%
LAIF average monthly yield	*3.81%*
Securities Portfolio[2]	4.15%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*3.93%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*4.04%*
City Portfolio (Liquidity + Securities)	4.06%
Investment Total Return*	
Securities Portfolio	0.20%
ICE BAML 1-5 US Treasury Index	*0.15%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*0.19%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.10
Securities Portfolio[2]	3.12
City Portfolio (Liquidity + Securities)	2.33
ICE BAML 1-5 US Treasury Index	*2.70*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.77*
Cash Interest Income Current Month[3]	$ 6,192,296
Cash Interest Income Fiscal Year-To-Date[3]	$ 51,001,581

1. Consists of CAMP Pool, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account
2. Core long term portfolio managed by PFM Asset Management
3. Cash basis

* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

CITY OF SANTA CLARA

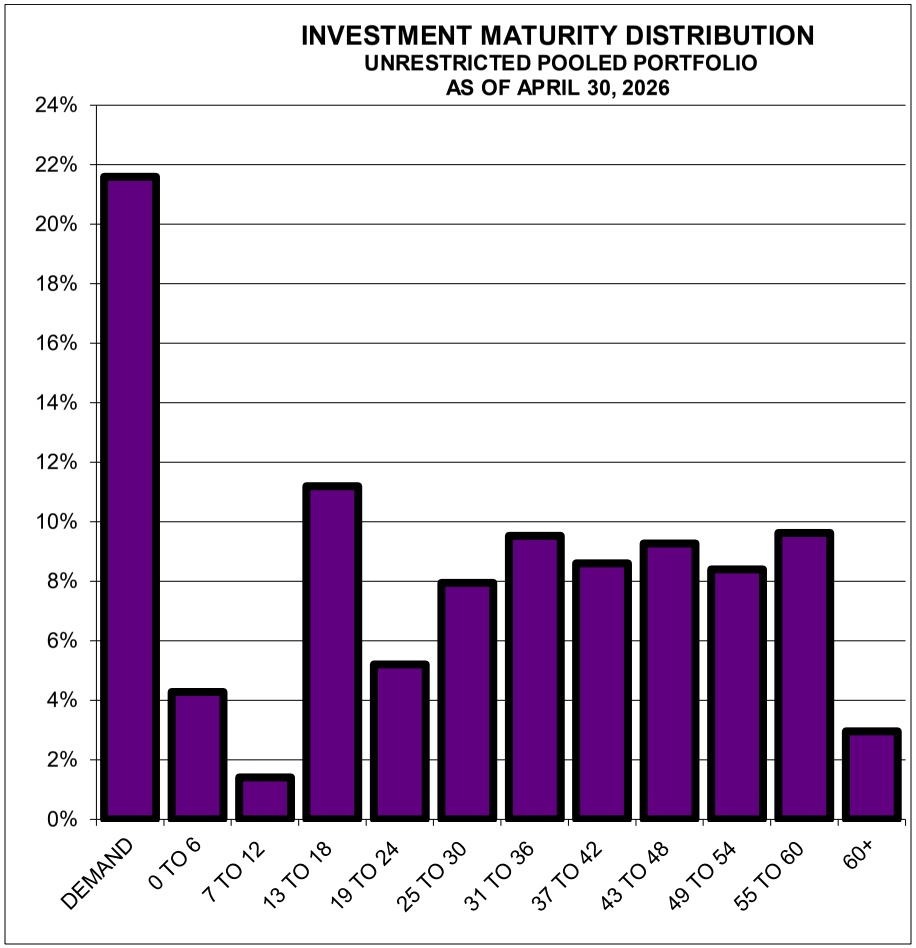
SUMMARY OF INVESTMENTS APRIL 30, 2026

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	698,677,077	41.22%	No Limit
Corporate Notes	289,072,655	17.05%	25%(1)
Municipal Bonds	3,190,000	0.19%	20%
Asset-Backed Securities	112,618,172	6.64%	15%(1)
Negotiable Certificates of Deposit	7,500,000	0.44%	30%
Mortgage-Backed Securities	150,941,598	8.91%	15%
Money Market Fund	23,692	0.00%	10% Per Fund
Local Agency Investment Fund (LAIF)	66,935,656	3.95%	$75 M
California Asset Management Program (CAMP)	363,502,026	21.45%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,500,960	0.15%	10% Per Fund
TOTAL INVESTMENTS	$ 1,694,961,836	100.00%	

(1) *Combined Maximum Holdings cannot exceed 35% of portfolio dollars*

INVESTMENT MATURITY DISTRIBUTION
AS OF APRIL 30, 2026
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND (a)	$ 365,461,374 (a)	3	21.59%
0 TO 6	72,500,000	6	4.28%
7 TO 12	23,901,346	5	1.41%
13 TO 18	189,357,114	16	11.19%
19 TO 24	88,069,058	17	5.20%
25 TO 30	134,628,850	23	7.95%
31 TO 36	161,278,140	31	9.53%
37 TO 42	145,602,960	22	8.60%
43 TO 48	156,939,500	30	9.27%
49 TO 54	142,144,209	21	8.40%
55 TO 60	162,697,933	22	9.62%
60+	49,880,392	1	2.96%
TOTAL	$ 1,692,460,876	197	100.00%



Average Maturity of Unrestricted Pool: **2.33 Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.

City of Santa Clara Monthly Report

4/30/2026

Sector	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
U.S. Treasury	UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	15,280,000.00	AA+	12/18/2024	15,373,112.50	4.23%	15,387,724.00	14,611.50
U.S. Treasury	UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	2,200,000.00	AA+	9/17/2024	2,257,492.19	3.46%	2,215,510.00	-41,982.19
U.S. Treasury	UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	27,665,000.00	AA+	9/27/2024	28,426,868.16	3.55%	27,912,601.75	-514,266.41
U.S. Treasury	UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	10,000,000.00	AA+	10/16/2024	10,188,671.88	3.87%	10,089,500.00	-99,171.88
U.S. Treasury	UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	5,020,000.00	AA+	10/22/2024	5,102,947.66	3.96%	5,064,929.00	-38,018.66
U.S. Treasury	UNITED STATES TREASURY	8/15/1997	6.375%	8/15/2027	912810FA1	9,390,000.00	AA+	10/5/2023	9,913,052.34	4.78%	9,687,850.80	-225,201.54
U.S. Treasury	UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	4,540,000.00	AA+	9/6/2022	4,304,310.16	3.40%	4,448,473.60	144,163.44
U.S. Treasury	UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	7,495,000.00	AA+	10/11/2024	7,546,528.13	3.88%	7,521,082.60	-25,445.53
U.S. Treasury	UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,798,171.80	37,863.01
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	42,865,000.00	AA+	3/6/2025	43,036,439.69	4.02%	43,015,884.80	-20,554.89
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	16,115,000.00	AA+	9/17/2024	16,442,335.94	3.43%	16,171,724.80	-270,611.14
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	18,960,000.00	AA+	10/11/2024	19,088,128.13	3.89%	19,026,739.20	-61,388.93
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,255,000.00	AA+	12/13/2022	4,309,517.19	3.83%	4,269,977.60	-39,539.59
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,766,720.00	-66,590.55
U.S. Treasury	UNITED STATES TREASURY	11/17/1997	6.125%	11/15/2027	912810FB9	3,100,000.00	AA+	7/24/2024	3,288,058.59	4.14%	3,204,873.00	-83,185.59
U.S. Treasury	UNITED STATES TREASURY	11/30/2022	3.875%	11/30/2027	91282CFZ9	7,130,000.00	AA+	9/5/2024	7,182,917.97	3.63%	7,129,144.40	-53,773.57
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,335,270.52	3.85%	7,323,315.25	-11,955.27
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,848,884.50	-57,193.63
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	5,475,000.00	AA+	1/31/2023	5,518,415.04	3.70%	5,473,740.75	-44,674.29
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,175,000.00	AA+	9/27/2024	7,247,030.27	3.54%	7,173,349.75	-73,680.52
U.S. Treasury	UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	855,000.00	AA+	5/16/2023	855,400.78	3.49%	849,425.40	-5,975.38
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	8,080,000.00	AA+	1/26/2024	8,002,541.98	4.05%	8,096,079.20	93,537.22
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	2,450,000.00	AA+	3/7/2023	2,422,820.31	4.25%	2,454,875.50	32,055.19
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	5,215,000.00	AA+	10/11/2024	5,230,685.74	3.90%	5,225,377.85	-5,307.89
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,374,646.40	-157,853.60
U.S. Treasury	UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	2,680,000.00	AA+	5/4/2023	2,691,241.91	3.42%	2,666,814.40	-24,427.51
U.S. Treasury	UNITED STATES TREASURY	5/1/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	5,036,734.50	-5,753.78
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	11,735,000.00	AA+	6/5/2023	11,695,577.73	3.70%	11,672,217.75	-23,359.98
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	10,115,000.00	AA+	3/3/2025	10,002,391.60	3.99%	10,060,884.75	58,493.15
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	8,285,000.00	AA+	1/26/2024	8,149,074.22	4.04%	8,240,675.25	91,601.03
U.S. Treasury	UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	6,025,000.00	AA+	7/10/2023	5,934,570.68	4.36%	6,038,676.75	104,106.07
U.S. Treasury	UNITED STATES TREASURY	7/31/2023	4.125%	7/31/2028	91282CHQ7	4,950,000.00	AA+	8/2/2023	4,921,962.89	4.25%	4,974,354.00	52,391.11
U.S. Treasury	UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	2,900,000.00	AA+	1/26/2024	2,936,527.61	4.03%	2,930,131.00	-6,396.61
U.S. Treasury	UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,900,000.00	AA+	1/4/2024	6,140,839.84	3.94%	6,034,343.00	-106,496.84
U.S. Treasury	UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,160,000.00	AA+	1/8/2024	5,355,717.19	4.00%	5,277,493.20	-78,223.99
U.S. Treasury	UNITED STATES TREASURY	11/16/1998	5.250%	11/15/2028	912810FF0	11,160,000.00	AA+	9/17/2024	11,969,100.00	3.37%	11,522,253.60	-446,846.40
U.S. Treasury	UNITED STATES TREASURY	11/15/2018	3.125%	11/15/2028	9128285M8	1,460,000.00	AA+	1/22/2026	1,440,039.06	3.64%	1,432,566.60	-7,472.46
U.S. Treasury	UNITED STATES TREASURY	11/30/2023	4.375%	11/30/2028	91282CJN2	8,025,000.00	AA+	1/26/2024	8,150,704.10	4.01%	8,115,602.25	-35,101.85
U.S. Treasury	UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,470,000.00	AA+	1/19/2024	14,314,571.22	4.02%	14,410,673.00	96,101.78
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	5,030,000.00	AA+	2/14/2024	4,947,694.34	4.28%	5,041,216.90	93,522.56
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	1,450,000.00	AA+	2/13/2024	1,442,693.36	4.11%	1,453,233.50	10,540.14
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	4,735,000.00	AA+	9/5/2024	4,814,348.24	3.58%	4,745,559.05	-68,789.19
U.S. Treasury	UNITED STATES TREASURY	2/16/1999	5.250%	2/15/2029	912810FG8	8,610,000.00	AA+	7/24/2024	9,040,500.00	4.04%	8,931,497.40	-109,002.60
U.S. Treasury	UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	4,375,000.00	AA+	9/27/2024	4,498,046.88	3.56%	4,413,981.25	-84,065.63
U.S. Treasury	UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	2,850,000.00	AA+	3/7/2024	2,867,923.83	4.11%	2,875,393.50	7,469.67
U.S. Treasury	UNITED STATES TREASURY	4/1/2024	4.125%	3/31/2029	91282CKG5	10,050,000.00	AA+	4/11/2024	9,938,900.39	4.37%	10,106,883.00	167,982.61
U.S. Treasury	UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	16,425,000.00	AA+	4/30/2024	16,412,167.97	4.64%	16,749,722.25	337,554.28
U.S. Treasury	UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	5,625,000.00	AA+	8/2/2024	5,809,570.31	3.86%	5,736,206.25	-73,364.06
U.S. Treasury	UNITED STATES TREASURY	5/31/2024	4.500%	5/31/2029	91282CKT7	4,950,000.00	AA+	6/7/2024	4,993,892.58	4.30%	5,032,170.00	38,277.42
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	24,360,000.00	AA+	9/5/2024	25,072,406.07	3.58%	24,591,176.40	-481,229.67
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	1,100,000.00	AA+	8/15/2024	1,128,316.41	3.67%	1,110,439.00	-17,877.41
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	16,955,000.00	AA+	7/3/2024	16,858,965.82	4.38%	17,115,902.95	256,937.13
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	7,590,000.00	AA+	7/3/2024	7,538,411.72	4.40%	7,662,029.10	123,617.38
U.S. Treasury	UNITED STATES TREASURY	7/31/2024	4.000%	7/31/2029	91282CLC3	9,575,000.00	AA+	9/17/2024	9,819,237.30	3.43%	9,593,671.25	-225,566.05

City of Santa Clara Monthly Report

4/30/2026

Sector	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
U.S. Treasury	UNITED STATES TREASURY	8/31/2022	3.125%	8/31/2029	91282CFJ5	10,650,000.00	AA+	9/27/2024	10,429,095.70	3.59%	10,379,596.50	-49,499.20
U.S. Treasury	UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	12,700,000.00	AA+	9/5/2024	12,736,214.84	3.56%	12,574,524.00	-161,690.84
U.S. Treasury	UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	1,870,000.00	AA+	9/3/2024	1,864,156.25	3.69%	1,851,524.40	-12,631.85
U.S. Treasury	UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,575,000.00	AA+	10/10/2024	5,481,792.97	3.87%	5,496,169.50	14,376.53
U.S. Treasury	UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,185,000.00	AA+	10/8/2024	5,101,756.45	3.86%	5,111,684.10	9,927.65
U.S. Treasury	UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	3,175,000.00	AA+	10/31/2024	3,172,395.51	4.14%	3,192,494.25	20,098.74
U.S. Treasury	UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	1,140,000.00	AA+	11/15/2024	1,131,539.06	4.29%	1,146,281.40	14,742.34
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	5,200,000.00	AA+	12/13/2024	5,202,893.00	4.22%	5,229,276.00	26,383.00
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	2,700,000.00	AA+	12/31/2024	2,672,472.66	4.36%	2,715,201.00	42,728.34
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	4,950,000.00	AA+	12/6/2024	4,958,894.53	4.08%	4,977,868.50	18,973.97
U.S. Treasury	UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	5,100,000.00	AA+	2/5/2025	5,081,200.85	4.33%	5,149,623.00	68,422.15
U.S. Treasury	UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	10,000.00	AA+	1/31/2025	9,970.70	4.32%	10,097.30	126.60
U.S. Treasury	UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	1,115,000.00	AA+	2/6/2025	1,115,261.33	4.24%	1,125,848.95	10,587.62
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/28/2030	91282CGQ8	6,085,000.00	AA+	3/6/2025	6,054,099.61	4.11%	6,091,450.10	37,350.49
U.S. Treasury	UNITED STATES TREASURY	4/30/2025	3.875%	4/30/2030	91282CMZ1	5,190,000.00	AA+	3/20/2026	5,194,460.16	3.85%	5,170,122.30	-24,337.86
U.S. Treasury	UNITED STATES TREASURY	4/30/2025	3.875%	4/30/2030	91282CMZ1	4,135,000.00	AA+	3/20/2026	4,136,938.28	3.86%	4,119,162.95	-17,775.33
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.750%	5/31/2030	91282CHF1	3,945,000.00	AA+	6/5/2025	3,900,310.55	4.00%	3,910,323.45	10,012.90
U.S. Treasury	UNITED STATES TREASURY	7/31/2025	3.875%	7/31/2030	91282CNN7	5,325,000.00	AA+	8/28/2025	5,362,441.41	3.72%	5,300,664.75	-61,776.66
U.S. Treasury	UNITED STATES TREASURY	7/31/2025	3.875%	7/31/2030	91282CNN7	4,250,000.00	AA+	8/20/2025	4,260,458.98	3.82%	4,230,577.50	-29,881.48
U.S. Treasury	UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	20,815,000.00	AA+	9/3/2025	20,696,509.15	3.74%	20,501,942.40	-194,566.75
U.S. Treasury	UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	3,610,000.00	AA+	9/11/2025	3,616,909.77	3.58%	3,555,705.60	-61,204.17
U.S. Treasury	UNITED STATES TREASURY	9/30/2025	3.625%	9/30/2030	91282CPA3	6,050,000.00	AA+	10/31/2025	6,029,047.54	3.71%	5,958,282.00	-70,765.54
U.S. Treasury	UNITED STATES TREASURY	9/30/2025	3.625%	9/30/2030	91282CPA3	1,500,000.00	AA+	10/2/2025	1,495,781.25	3.69%	1,477,260.00	-18,521.25
U.S. Treasury	UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2030	91282CJG7	7,250,000.00	AA+	11/20/2025	7,631,474.61	3.70%	7,505,707.50	-125,767.11
U.S. Treasury	UNITED STATES TREASURY	12/1/2025	3.500%	11/30/2030	91282CPN5	10,000,000.00	AA+	12/5/2025	9,942,968.75	3.63%	9,789,100.00	-153,868.75
U.S. Treasury	UNITED STATES TREASURY	12/31/2025	3.625%	12/31/2030	91282CPR6	6,770,000.00	AA+	1/5/2026	6,740,971.15	3.73%	6,659,175.10	-81,796.05
U.S. Treasury	UNITED STATES TREASURY	12/31/2025	3.625%	12/31/2030	91282CPR6	155,000.00	AA+	12/31/2025	154,467.19	3.70%	152,462.65	-2,004.54
U.S. Treasury	UNITED STATES TREASURY	2/2/2026	3.750%	1/31/2031	91282CPW5	6,925,000.00	AA+	2/5/2026	6,900,654.30	3.83%	6,845,985.75	-54,668.55
U.S. Treasury	UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2031	91282CKC4	14,100,000.00	AA+	3/5/2026	14,459,660.16	3.69%	14,235,501.00	-224,159.16
U.S. Treasury	UNITED STATES TREASURY	3/2/2026	3.500%	2/28/2031	91282CQD6	18,200,000.00	AA+	3/16/2026	17,936,112.16	3.87%	17,793,412.00	-142,700.16
U.S. Treasury	UNITED STATES TREASURY	4/30/2026	3.875%	4/30/2031	91282CQK0	7,350,000.00	AA+	4/30/2026	7,293,152.34	4.05%	7,300,608.00	7,455.66
U.S. Treasury	UNITED STATES TREASURY	12/1/2025	3.750%	11/30/2032	91282CPM7	50,430,000.00	AA+	12/23/2025	49,880,391.80	3.93%	49,182,866.10	-697,525.70
	U.S. Treasury Bond / Note				**Subtotal**	694,410,000.00			698,677,077.20		694,843,601.85	-3,833,475.35
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	8,018,841.70	AA+	11/30/2023	7,707,798.14	5.14%	8,004,247.41	296,449.27
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	6,964,936.77	AA+	7/31/2023	6,846,859.32	4.58%	6,952,260.57	105,401.25
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,040,465.06	AA+	5/24/2023	4,885,313.26	4.29%	5,015,766.78	130,453.52
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2017	3.224%	3/1/2027	3137BXQY1	8,000,000.00	AA+	8/18/2023	7,546,250.00	4.94%	7,942,880.00	396,630.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2017	3.243%	4/1/2027	3137F1G44	4,545,000.00	AA+	8/18/2023	4,285,260.35	4.93%	4,509,321.75	224,061.40
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	8/1/2017	3.117%	6/1/2027	3137F2LJ3	6,446,310.46	AA+	8/22/2023	6,028,307.52	4.97%	6,384,361.42	356,053.90
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.819%	6/1/2028	3137HACX2	7,500,000.00	AA+	7/20/2023	7,574,910.00	4.59%	7,576,050.00	1,140.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	5,940,171.07	AA+	7/27/2023	5,940,022.59	4.78%	5,968,980.90	28,958.31
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	10/1/2023	4.740%	8/1/2028	3137HAQ74	5,750,000.00	AA+	10/19/2023	5,623,868.00	5.25%	5,807,040.00	183,172.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2025	4.850%	1/1/2030	3137HJZY6	9,019,000.00	AA+	2/27/2025	9,076,532.20	4.70%	9,187,294.54	110,762.34
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.478%	1/1/2030	3137HKQC1	10,570,000.00	AA+	4/10/2025	10,643,049.27	4.32%	10,637,542.30	-5,506.97

City of Santa Clara Monthly Report

4/30/2026

Sector	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
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.410%	1/1/2030	3137HKXJ8	4,010,000.00	AA+	4/24/2025	4,009,859.65	4.41%	4,026,481.10	16,621.45
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2025	4.430%	2/1/2030	3137HKPF5	5,960,000.00	AA+	3/20/2025	5,959,934.44	4.43%	5,986,402.80	26,468.36
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2025	4.513%	2/1/2030	3137HLJA1	4,285,000.00	AA+	5/29/2025	4,284,880.02	4.51%	4,315,937.70	31,057.68
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	6/1/2025	4.348%	2/1/2030	3137HLXV9	11,370,000.00	AA+	6/12/2025	11,369,590.68	4.35%	11,389,101.60	19,510.92
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.361%	5/1/2030	3137HN4R6	7,245,000.00	AA+	9/18/2025	7,353,573.57	4.01%	7,264,054.35	-89,519.22
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.421%	5/1/2030	3137HN6B9	6,945,000.00	AA+	9/29/2025	7,048,959.71	4.06%	6,975,974.70	-72,985.01
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2025	4.329%	6/1/2030	3137HMC65	11,192,000.00	AA+	7/17/2025	11,191,787.35	4.33%	11,199,162.88	7,375.53
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2026	3.948%	1/1/2031	3137HQDM0	12,000,000.00	AA+	2/26/2026	11,994,492.00	3.96%	11,806,920.00	-187,572.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2026	3.936%	1/1/2031	3137HQSP7	5,610,000.00	AA+	3/12/2026	5,609,893.41	3.94%	5,515,976.40	-93,917.01
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2026	4.130%	3/1/2031	3137HQSV4	5,945,000.00	AA+	3/26/2026	5,960,457.00	4.07%	5,904,395.65	-56,061.35
	Federal Agency Commercial Mortgage-Backed Security				**Subtotal**	152,356,725.05			150,941,598.48		152,370,152.85	1,428,554.37
Municipals	STATE OF HAWAII	4/30/2026	4.212%	4/1/2031	419792S23	3,190,000.00	AA+	4/30/2026	3,190,000.00	4.21%	3,194,466.00	4,466.00
	Municipals				**Subtotal**	3,190,000.00			3,190,000.00		3,194,466.00	4,466.00
Corporate Note	ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,635,000.00	A+	4/4/2024	1,632,563.85	4.83%	1,657,628.40	25,064.55
Corporate Note	ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,340,000.00	A+	4/4/2024	1,337,762.20	4.84%	1,358,545.60	20,783.40
Corporate Note	ADOBE INC	2/3/2020	2.300%	2/1/2030	00724PAD1	8,900,000.00	A+	2/6/2026	8,310,731.00	4.12%	8,210,695.00	-100,036.00
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	4,570,000.00	AA+	2/13/2026	4,565,338.60	3.74%	4,518,130.50	-47,208.10
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	710,000.00	AA+	2/13/2026	707,422.70	3.83%	701,941.50	-5,481.20
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	760,000.00	AA+	2/13/2026	759,247.60	3.74%	751,374.00	-7,873.60
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	760,000.00	AA+	2/13/2026	759,186.80	3.74%	751,374.00	-7,812.80
Corporate Note	ALPHABET INC	11/6/2025	4.100%	11/15/2030	02079KAW7	5,725,000.00	AA+	11/17/2025	5,734,331.75	4.06%	5,676,280.25	-58,051.50
Corporate Note	ALPHABET INC	2/13/2026	4.100%	2/15/2031	02079KBK2	5,650,000.00	AA+	3/3/2026	5,669,040.50	4.02%	5,583,725.50	-85,315.00
Corporate Note	AMAZON.COM INC	3/13/2026	4.250%	3/13/2031	023135DD5	11,500,000.00	AA	3/13/2026	11,456,185.00	4.34%	11,387,415.00	-68,770.00
Corporate Note	AMAZON.COM INC	3/13/2026	4.250%	3/13/2031	023135DD5	6,775,000.00	AA	3/19/2026	6,736,518.00	4.38%	6,708,672.75	-27,845.25
Corporate Note	ASTRAZENECA FINANCE LLC	2/26/2024	4.850%	2/26/2029	04636NAL7	8,500,000.00	A+	6/27/2025	8,689,040.00	4.19%	8,636,170.00	-52,870.00
Corporate Note	BANK OF NY MELLON CORP	4/22/2025	4.729%	4/20/2029	06405LAH4	8,000,000.00	AA-	4/28/2025	8,093,600.00	4.40%	8,063,360.00	-30,240.00
Corporate Note	BANK OF NY MELLON CORP	1/22/2026	4.026%	1/22/2030	06406RCG0	7,945,000.00	A	1/28/2026	7,931,016.80	4.07%	7,862,213.10	-68,803.70
Corporate Note	BANK OF NY MELLON CORP	1/22/2026	4.026%	1/22/2030	06406RCG0	1,085,000.00	A	1/22/2026	1,085,000.00	4.03%	1,073,694.30	-11,305.70
Corporate Note	BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,970.80	3.50%	4,112,676.00	26,705.20
Corporate Note	BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	3,140,000.00	AA-	5/18/2022	3,098,552.00	3.50%	3,119,276.00	20,724.00
Corporate Note	BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	2,924,000.00	AA-	4/11/2024	2,911,222.12	4.80%	2,967,070.52	55,848.40
Corporate Note	BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	350,000.00	AA-	3/14/2024	349,366.50	4.74%	355,155.50	5,789.00
Corporate Note	BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	4,980,000.00	A-	4/2/2025	5,035,178.40	4.66%	5,019,989.40	-15,189.00
Corporate Note	BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	1,390,000.00	A-	4/7/2026	1,403,149.40	4.61%	1,401,161.70	-1,987.70
Corporate Note	BOFA SECURITIES INC.	2/13/2020	2.496%	2/13/2031	06051GHZ5	4,325,000.00	A-	3/17/2026	4,008,972.25	4.16%	4,005,079.75	-3,892.50
Corporate Note	BRISTOL-MYERS SQUIBB CO	11/13/2023	5.750%	2/1/2031	110122DY1	10,569,000.00	A	3/4/2026	11,324,472.12	4.13%	11,144,164.98	-180,307.14
Corporate Note	CATERPILLAR FINL SERVICE	1/8/2026	4.150%	1/8/2031	14913UBH2	1,235,000.00	A	1/8/2026	1,234,555.40	4.16%	1,223,502.15	-11,053.25
Corporate Note	CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	10,000,000.00	AA-	4/22/2025	10,124,500.00	4.46%	10,158,500.00	34,000.00
Corporate Note	CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	6,800,000.00	AA-	4/30/2025	6,955,924.00	4.22%	6,907,780.00	-48,144.00
Corporate Note	CITIBANK NA	9/29/2023	5.803%	9/29/2028	17325FBB3	11,225,000.00	A+	9/29/2023	11,225,000.00	5.80%	11,630,334.75	405,334.75
Corporate Note	ELI LILLY & COMPANY	2/12/2025	4.550%	2/12/2028	532457CU0	6,500,000.00	AA-	6/27/2025	6,578,910.00	4.06%	6,545,110.00	-33,800.00
Corporate Note	ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	1,555,000.00	AA-	8/14/2024	1,557,643.50	4.16%	1,553,693.80	-3,949.70

City of Santa Clara Monthly Report

4/30/2026

Sector	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
Corporate Note	ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	AA-	8/14/2024	444,025.45	4.25%	444,626.20	600.75
Corporate Note	GOLDMAN SACHS BANK USA	5/21/2024	5.414%	5/21/2027	38151LAG5	8,750,000.00	A+	5/22/2025	8,805,037.50	5.08%	8,754,462.50	-50,575.00
Corporate Note	HOME DEPOT INC/THE	9/15/2025	3.950%	9/15/2030	437076DJ8	1,885,000.00	A	9/15/2025	1,878,232.85	4.03%	1,861,305.55	-16,927.30
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	2/24/2022	2.947%	2/24/2028	46647PCW4	2,925,000.00	A	9/18/2023	2,674,532.25	5.13%	2,890,602.00	216,069.75
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.571%	4/22/2028	46647PEE2	5,000,000.00	A	8/9/2024	5,103,350.00	4.95%	5,055,900.00	-47,450.00
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	1/24/2025	4.915%	1/24/2029	46647PEU6	2,825,000.00	A	3/13/2025	2,841,921.75	4.74%	2,847,713.00	5,791.25
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	7/23/2018	4.203%	7/23/2029	46647PAV8	4,075,000.00	A	3/5/2026	4,085,472.75	4.12%	4,049,612.75	-35,860.00
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.581%	4/22/2030	46647PEG7	2,750,000.00	A	4/28/2025	2,835,552.50	4.87%	2,827,165.00	-8,387.50
Corporate Note	KENVUE INC	10/17/2023	5.050%	3/22/2028	49177JAF9	6,250,000.00	A	6/30/2025	6,397,562.50	4.12%	6,335,625.00	-61,937.50
Corporate Note	MASTERCARD INC	5/31/2019	2.950%	6/1/2029	57636QAM6	7,500,000.00	A+	6/27/2024	6,889,875.00	4.82%	7,236,225.00	346,350.00
Corporate Note	META PLATFORMS INC	8/9/2024	4.300%	8/15/2029	30303M8S4	5,370,000.00	AA-	8/14/2024	5,385,895.20	4.23%	5,377,142.10	-8,753.10
Corporate Note	MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	6,105,000.00	A+	5/31/2024	6,117,881.55	5.45%	6,173,314.95	55,433.40
Corporate Note	MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	3,145,000.00	A+	5/30/2024	3,145,000.00	5.50%	3,180,192.55	35,192.55
Corporate Note	MORGAN STANLEY BANK NA	2/2/2026	4.213%	2/8/2030	61776NU43	5,000,000.00	A+	2/5/2026	5,001,750.00	4.20%	4,945,150.00	-56,600.00
Corporate Note	MORGAN STANLEY BANK NA	2/2/2026	4.213%	2/8/2030	61776NU43	3,650,000.00	A+	2/3/2026	3,649,854.00	4.21%	3,609,959.50	-39,894.50
Corporate Note	NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	10,000,000.00	AA+	6/27/2025	10,167,800.00	4.32%	10,140,400.00	-27,400.00
Corporate Note	NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	6,825,000.00	AA+	6/27/2025	6,937,134.75	4.32%	6,920,823.00	-16,311.75
Corporate Note	NOVARTIS FINANCE CORPORATION	11/5/2025	4.100%	11/5/2030	66989HAY4	15,630,000.00	AA-	11/5/2025	15,583,110.00	4.17%	15,425,403.30	-157,706.70
Corporate Note	PACCAR FINANCIAL CORP	1/31/2024	4.600%	1/31/2029	69371RS80	6,165,000.00	A+	7/30/2024	6,161,547.60	4.61%	6,239,164.95	77,617.35
Corporate Note	PEPSICO INC	7/17/2024	4.500%	7/17/2029	713448FX1	4,380,000.00	A+	7/17/2024	4,373,211.00	4.53%	4,417,449.00	44,238.00
Corporate Note	PEPSICO INC	2/7/2025	4.600%	2/7/2030	713448GB8	2,380,000.00	A+	2/7/2025	2,376,001.60	4.64%	2,412,844.00	36,842.40
Corporate Note	SALESFORCE.COM INC	3/13/2026	4.650%	3/15/2029	79466LAR5	9,250,000.00	A+	3/13/2026	9,247,965.00	4.66%	9,268,037.50	20,072.50
Corporate Note	STATE STREET BANK & TR	2/28/2025	4.729%	2/28/2030	857477CW1	9,240,000.00	A	2/28/2025	9,251,365.20	4.70%	9,333,970.80	82,605.60
Corporate Note	TOYOTA MOTOR CREDIT CORP	9/11/2023	5.250%	9/11/2028	89236TLB9	5,600,000.00	A+	9/11/2023	5,590,256.00	5.29%	5,728,744.00	138,488.00
Corporate Note	TOYOTA MOTOR CREDIT CORP	1/12/2026	4.200%	1/10/2031	89236TPH2	3,645,000.00	A+	1/12/2026	3,643,870.05	4.21%	3,603,191.85	-40,678.20
Corporate Note	VISA INC	2/12/2026	4.100%	2/12/2031	92826CAZ5	5,000,000.00	AA-	3/3/2026	5,048,500.00	3.88%	4,985,900.00	-62,600.00
Corporate Note	WALMART INC.	4/30/2026	4.150%	4/30/2031	931142FT5	2,080,000.00	AA	4/30/2026	2,075,548.80	4.20%	2,071,368.00	-4,180.80
	Corporate Note				**Subtotal**	288,858,000.00			289,072,654.59		289,221,006.95	148,352.36
Asset-Backed Security	AMERICAN EXPRESS CREDIT ACCOUNT MASTER	9/19/2023	5.230%	9/15/2028	02582JKD1	6,170,000.00	AAA	9/19/2023	6,169,724.20	5.23%	6,200,479.80	30,755.60
Asset-Backed Security	AMERICAN EXPRESS CREDIT ACCOUNT MASTER	7/22/2025	4.300%	7/15/2030	02582JKV1	6,515,000.00	AAA	7/22/2025	6,514,061.19	4.30%	6,535,522.25	21,461.06
Asset-Backed Security	BA CREDIT CARD TRUST	12/14/2023	4.980%	11/15/2028	05522RDH8	3,045,000.00	NR	12/14/2023	3,044,591.06	4.98%	3,061,899.75	17,308.69
Asset-Backed Security	BA CREDIT CARD TRUST	6/12/2025	4.310%	5/15/2030	05522RDK1	5,250,000.00	AAA	6/12/2025	5,249,980.05	4.31%	5,266,747.50	16,767.45
Asset-Backed Security	BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	2,903,431.05	NR	11/21/2023	2,903,378.50	5.74%	2,922,651.76	19,273.26
Asset-Backed Security	CAPITAL ONE MULTI-ASSET EXECUTION TRUST	9/16/2025	3.820%	9/15/2030	14041NGF2	7,250,000.00	AAA	9/16/2025	7,248,625.40	3.82%	7,197,727.50	-50,897.90
Asset-Backed Security	CHASE AUTO OWNER TRUST 2024-5A	7/30/2025	4.290%	6/25/2030	16145NAC5	3,255,000.00	NR	7/30/2025	3,254,681.99	4.29%	3,258,743.25	4,061.26
Asset-Backed Security	CHASE ISSUANCE TRUST	9/15/2023	5.160%	9/15/2028	161571HT4	6,045,000.00	AAA	9/15/2023	6,043,324.33	5.17%	6,072,081.60	28,757.27
Asset-Backed Security	CHASE ISSUANCE TRUST	1/31/2024	4.600%	1/15/2029	161571HV9	7,605,000.00	AAA	1/31/2024	7,603,841.76	4.60%	7,641,199.80	37,358.04
Asset-Backed Security	CHASE ISSUANCE TRUST	7/25/2025	4.160%	7/15/2030	161571HZ0	9,190,000.00	AAA	7/25/2025	9,189,815.28	4.16%	9,196,892.50	7,077.22
Asset-Backed Security	CITIBANK CREDIT CARD ISSUANCE TRUST	6/26/2025	4.300%	6/21/2030	17305EHA6	11,485,000.00	AAA	6/26/2025	11,481,884.12	4.31%	11,516,124.35	34,240.23
Asset-Backed Security	FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	2,134,134.92	AAA	8/23/2023	2,134,002.60	5.53%	2,147,793.38	13,790.78
Asset-Backed Security	GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	489,033.60	NR	1/17/2024	488,935.26	4.85%	490,975.06	2,039.80
Asset-Backed Security	GM FINANCIAL SECURITIZED TERM AUTO RECE	5/14/2025	4.280%	4/16/2030	362549AD9	1,965,000.00	AAA	5/14/2025	1,964,710.75	4.28%	1,967,456.25	2,745.50

City of Santa Clara Monthly Report

4/30/2026

Sector	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
Asset-Backed Security	HONDA AUTO RECEIVABLES OWNER TRUST 2024	2/18/2026	3.780%	9/23/2030	43815CAD0	1,635,000.00	NR	2/18/2026	1,634,739.54	3.78%	1,621,494.90	-13,244.64
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	1,410,257.33	AAA	11/13/2023	1,410,071.87	5.54%	1,420,284.26	10,212.39
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	3/12/2025	4.320%	10/15/2029	44935CAD3	6,570,000.00	AAA	3/12/2025	6,569,030.93	4.32%	6,590,695.50	21,664.57
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	6/11/2025	4.360%	12/17/2029	44935XAD7	2,825,000.00	AAA	6/11/2025	2,824,744.90	4.36%	2,835,000.50	10,255.60
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	9/17/2025	3.880%	4/15/2030	44935JAD8	5,770,000.00	AAA	9/17/2025	5,769,058.34	3.88%	5,735,668.50	-33,389.84
Asset-Backed Security	KUBOTA CREDIT OWNER TRUST 2024-2A	2/19/2025	4.670%	6/15/2029	50117FAC5	4,065,000.00	NR	2/19/2025	4,064,860.57	4.67%	4,089,837.15	24,976.58
Asset-Backed Security	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	1,060,205.28	AAA	11/14/2023	1,060,090.99	5.54%	1,068,686.92	8,595.93
Asset-Backed Security	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	4/30/2025	4.340%	11/15/2029	89231HAD8	4,385,000.00	AAA	4/30/2025	4,384,748.74	4.34%	4,397,716.50	12,967.76
Asset-Backed Security	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	7/30/2025	4.110%	3/15/2030	89238VAD0	4,705,000.00	AAA	7/30/2025	4,704,504.09	4.11%	4,705,611.65	1,107.56
Asset-Backed Security	VOLKSWAGEN AUTO LOAN ENHANCED TRUST 202	3/25/2025	4.500%	8/20/2029	92868MAD1	6,905,000.00	NR	3/25/2025	6,904,765.23	4.50%	6,937,315.40	32,550.17
	Asset-Backed Security				**Subtotal**	112,632,062.18			112,618,171.69		112,878,606.03	260,434.34
Certificate of Deposit	COOPERAT RABOBANK UA/NY	7/20/2023	5.080%	7/17/2026	21684LGS5	7,500,000.00	A-1	7/20/2023	7,500,000.00	5.08%	7,524,375.00	24,375.00
	Certificate of Deposit				**Subtotal**	7,500,000.00			7,500,000.00		7,524,375.00	24,375.00
Cash Equivalent	PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM			5/1/2026	992995944	23,692.03		9/1/2020	23,692.03		23,692.03	-
Cash Equivalent	LOCAL AGENCY INVESTMENT FUND			5/1/2026		66,935,656.36		9/30/1997	66,935,656.36		66,935,656.36	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM		3.780%	5/1/2026		298,502,025.51		10/4/2022	298,502,025.51		298,502,025.51	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.700%	5/18/2026		10,000,000.00		1/20/2026	10,000,000.00		10,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.660%	5/26/2026		15,000,000.00		2/24/2026	15,000,000.00		15,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.710%	6/1/2026		10,000,000.00		3/9/2026	10,000,000.00		10,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.810%	8/12/2026		20,000,000.00		4/2/2026	20,000,000.00		20,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.760%	8/19/2026		10,000,000.00		4/22/2026	10,000,000.00		10,000,000.00	-
Cash Equivalent	DREYFUS TREASURY		3.530%	5/1/2026		2,500,959.69		10/31/1997	2,500,959.69		2,500,959.69	-
	Cash Equivalent				**Subtotal**	432,962,333.59			432,962,333.59		432,962,333.59	-
	Grand Total			**Count**	**198**	1,691,909,120.82			1,694,961,835.55		1,692,994,542.27	(1,967,293.28)

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BEGINNING BALANCE	**0.00**	**1,257,387,984.34**	
		CASH EQUIVALENTS			
04/01/26		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 3/1/26 TO 3/31/26	4,223.99		
04/30/26	5,537,246.09	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 10 TRANSACTIONS	5,537,246.09-	5,537,246.09	
04/30/26	9,453,981.46-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 2 TRANSACTIONS	9,453,981.46	9,453,981.46-	
		BONDS & NOTES			
04/06/26		INTEREST RECEIVED ADOBE INC 4.800% 4/04/29 CUSIP 00724PAF6 INTEREST ON 2,975,000.000 UNITS	71,400.00		
04/15/26		INTEREST RECEIVED AMERICAN EXPRES ABS 4.300% 7/15/30 CUSIP 02582JKV1 $0.00358/PV ON 6,515,000.00 PV DUE 4/15/26	23,345.41		
04/15/26		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 $0.00436/PV ON 6,170,000.00 PV DUE 4/15/26	26,890.91		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/07/26	1,390,000	PURCHASED BANK AMERICA CO V-D 4.979% 1/24/29 CUSIP 06051GMK2 AT $100.9460 ON TRADE DATE 04/06/2026 TO SETTLE ON 04/07/2026 MERRILL LYNCH, PIERCE, FENNER	1,403,149.40-	1,403,149.40	
04/07/26		ACCRUED INTEREST ON PURCHASE BANK AMERICA CO V-D 4.979% 1/24/29 CUSIP 06051GMK2	14,033.86-		
04/15/26		INTEREST RECEIVED BANK OF AMERICA ABS 4.310% 5/15/30 CUSIP 05522RDK1 $0.00359/PV ON 5,250,000.00 PV DUE 4/15/26	18,856.25		
04/15/26		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 $0.00236/PV ON 3,251,282.66 PV DUE 4/15/26	15,551.97		
04/15/26	347,851.61-	PAID DOWN BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 AT $1,371.2186 ON TRADE DATE 04/15/2026	347,851.61	347,845.31-	6.30
04/20/26		INTEREST RECEIVED BK NY MELLON V-D 4.729% 4/20/29 CUSIP 06405LAH4 INTEREST ON 8,000,000.000 UNITS	189,160.00		
04/15/26		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 $0.00415/PV ON 3,045,000.00 PV DUE 4/15/26	12,636.75		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/26		INTEREST RECEIVED CAPITAL ONE ABS 3.820% 9/16/30 CUSIP 14041NGF2 $0.00318/PV ON 7,250,000.00 PV DUE 4/15/26	23,079.16		
04/27/26		INTEREST RECEIVED CHASE AUTO ABS 4.290% 6/25/30 CUSIP 16145NAC5 $0.00358/PV ON 3,255,000.00 PV DUE 4/25/26	11,636.63		
04/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 0.000% 7/15/30 CUSIP 161571HZ0 $0.00347/PV ON 9,190,000.00 PV DUE 4/15/26	31,858.67		
04/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 $0.00383/PV ON 7,605,000.00 PV DUE 4/15/26	29,152.50		
04/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 $0.00430/PV ON 6,045,000.00 PV DUE 4/15/26	25,993.50		
04/27/26		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 $0.00257/PV ON 6,456,213.45 PV DUE 4/25/26	16,770.01		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/27/26	9,902.99-	PAID DOWN FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 TO SETTLE ON 04/27/2026	9,902.99	9,260.84-	642.15
04/27/26		INTEREST RECEIVED FHLMC CMO V-M 4.329% 6/25/30 CUSIP 3137HMC65 $0.00361/PV ON 11,192,000.00 PV DUE 4/25/26	40,375.14		
04/27/26		INTEREST RECEIVED FHLMC CMO V-M 4.421% 5/25/30 CUSIP 3137HN6B9 $0.00368/PV ON 6,945,000.00 PV DUE 4/25/26	25,586.54		
04/27/26		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 $0.00263/PV ON 5,051,361.73 PV DUE 4/25/26	14,089.09		
04/27/26	10,896.67-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 TO SETTLE ON 04/27/2026	10,896.67	10,561.26-	335.41
04/27/26		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 $0.00395/PV ON 5,750,000.00 PV DUE 4/25/26	22,712.50		
04/27/26		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 $0.00404/PV ON 9,019,000.00 PV DUE 4/25/26	36,451.79		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/27/26		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 $0.00369/PV ON 5,960,000.00 PV DUE 4/25/26	22,002.34		
04/27/26		INTEREST RECEIVED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 $0.00373/PV ON 10,570,000.00 PV DUE 4/25/26	39,443.72		
04/27/26		INTEREST RECEIVED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 $0.00368/PV ON 4,010,000.00 PV DUE 4/25/26	14,736.75		
04/27/26		INTEREST RECEIVED FHLMC K540 CMO V-M 4.513% 2/25/30 CUSIP 3137HLJA1 $0.00376/PV ON 4,285,000.00 PV DUE 4/25/26	16,115.17		
04/27/26		INTEREST RECEIVED FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9 $0.00362/PV ON 11,370,000.00 PV DUE 4/25/26	41,197.30		
04/27/26		INTEREST RECEIVED FHLMC K546 CMO V-M 4.361% 5/25/30 CUSIP 3137HN4R6 $0.00363/PV ON 7,245,000.00 PV DUE 4/25/26	26,329.54		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/27/26		INTEREST RECEIVED FHLMC K556 CMO V-M 3.948% 1/25/31 CUSIP 3137HQDM0 $0.00329/PV ON 12,000,000.00 PV DUE 4/25/26	39,480.00		
04/27/26		INTEREST RECEIVED FHLMC K557 CMO V-M 3.936% 1/25/31 CUSIP 3137HQSP7 $0.00328/PV ON 5,610,000.00 PV DUE 4/25/26	18,400.80		
04/27/26		INTEREST RECEIVED FHLMC K558 CMO V-M 4.130% 3/25/31 CUSIP 3137HQSV4 $0.00344/PV ON 5,945,000.00 PV DUE 4/25/26	20,460.71		
04/27/26		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 $0.00270/PV ON 4,545,000.00 PV DUE 4/25/26	12,282.86		
04/27/26		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 $0.00387/PV ON 5,947,228.12 PV DUE 4/25/26	23,674.92		
04/27/26	7,057.05-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 TO SETTLE ON 04/27/2026	7,057.05	7,056.87-	0.18

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/27/26		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 $0.00402/PV ON 7,500,000.00 PV DUE 4/25/26	30,118.75		
04/15/26		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 $0.00210/PV ON 2,398,831.05 PV DUE 4/15/26	11,054.62		
04/15/26	264,696.13-	PAID DOWN FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 AT $1,801.9930 ON TRADE DATE 04/15/2026	264,696.13	264,679.72-	16.41
04/27/26		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 $0.00320/PV ON 14,984,889.61 PV DUE 4/25/26	52,322.24		
04/27/26	1,111.15-	PAID DOWN FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 TO SETTLE ON 04/27/2026	1,111.15	1,079.32-	31.83
04/16/26		INTEREST RECEIVED GM FINANCIAL ABS 4.280% 4/16/30 CUSIP 362549AD9 $0.00357/PV ON 1,965,000.00 PV DUE 4/16/26	7,008.50		
04/16/26		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 $0.00266/PV ON 536,403.98 PV DUE 4/16/26	2,167.97		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/16/26	47,370.38-	PAID DOWN GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7	47,370.38	47,360.85-	9.53
04/30/26	3,190,000	PURCHASED HAWAII ST 4.212% 4/01/31 CUSIP 419792S23 AT $100.0000 ON TRADE DATE 04/16/2026 TO SETTLE ON 04/30/2026 MERRILL LYNCH, PIERCE, FENNER	3,190,000.00-	3,190,000.00	
04/21/26		INTEREST RECEIVED HONDA AUTO RECE ABS 3.780% 9/23/30 CUSIP 43815CAD0 $0.00315/PV ON 1,635,000.00 PV DUE 4/21/26	5,150.25		
04/15/26		INTEREST RECEIVED HYUNDAI AUTO ABS 3.880% 4/15/30 CUSIP 44935JAD8 $0.00323/PV ON 5,770,000.00 PV DUE 4/15/26	18,656.33		
04/15/26		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 $0.00360/PV ON 6,570,000.00 PV DUE 4/15/26	23,652.00		
04/15/26		INTEREST RECEIVED HYUNDAI AUTO REC ABS 4.360% 12/17/29 CUSIP 44935XAD7 $0.00363/PV ON 2,825,000.00 PV DUE 4/15/26	10,264.17		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/26		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 $0.00284/PV ON 1,554,604.08 PV DUE 4/15/26	7,177.09		
04/15/26	144,346.75-	PAID DOWN HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 AT $3,304.4082 ON TRADE DATE 04/15/2026	144,346.75	144,327.77-	18.98
04/22/26		INTEREST RECEIVED JPMORGAN CHASE V-D 5.571% 4/22/28 CUSIP 46647PEE2 INTEREST ON 5,000,000.000 UNITS	139,275.00		
04/22/26		INTEREST RECEIVED JPMORGAN CHASE V-D 5.581% 4/22/30 CUSIP 46647PEG7 INTEREST ON 2,750,000.000 UNITS	76,738.75		
04/15/26		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 $0.00389/PV ON 4,065,000.00 PV DUE 4/15/26	15,819.63		
04/15/26		INTEREST RECEIVED TOYOTA AUTO ABS 4.110% 3/15/30 CUSIP 89238VAD0 $0.00343/PV ON 4,705,000.00 PV DUE 4/15/26	16,114.63		
04/15/26		INTEREST RECEIVED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 $0.00362/PV ON 4,385,000.00 PV DUE 4/15/26	15,859.08		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/15/26		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 $0.00309/PV ON 1,153,819.98 PV DUE 4/15/26	5,326.80		
04/15/26	93,614.7-	PAID DOWN TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 AT $5,095.1462 ON TRADE DATE 04/15/2026	93,614.70	93,604.61-	10.09
04/24/26	3,250,000-	SOLD U.S. TREASURY NOTES 3.500% 2/28/31 CUSIP 91282CQD6 AT $98.3203 ON TRADE DATE 04/21/2026 TO SETTLE ON 04/24/2026 J.P. MORGAN SECURITIES INC., -	3,195,410.16	3,202,877.17-	7,467.01-
04/24/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.500% 2/28/31 CUSIP 91282CQD6	17,000.68		
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.500% 4/30/28 CUSIP 91282CHA2 INTEREST ON 5,075,000.000 UNITS	88,812.50		
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.875% 4/30/30 CUSIP 91282CMZ1 INTEREST ON 9,325,000.000 UNITS	180,671.88		
04/30/26	7,350,000	PURCHASED U.S. TREASURY NOTES 3.875% 4/30/31 CUSIP 91282CQK0 AT $99.2266 ON TRADE DATE 04/29/2026 TO SETTLE ON 04/30/2026 BMOCM/BONDS	7,293,152.34-	7,293,152.34	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 10/31/27 CUSIP 91282CFU0 INTEREST ON 86,945,000.000 UNITS	1,793,240.63		
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 10/31/29 CUSIP 91282CLR0 INTEREST ON 4,315,000.000 UNITS	88,996.88		
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.625% 4/30/29 CUSIP 91282CKP5 INTEREST ON 22,050,000.000 UNITS	509,906.25		
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.875% 10/31/28 CUSIP 91282CJF9 INTEREST ON 11,060,000.000 UNITS	269,587.50		
04/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.875% 10/31/30 CUSIP 91282CJG7 INTEREST ON 7,250,000.000 UNITS	176,718.75		
04/20/26		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 $0.00375/PV ON 6,905,000.00 PV DUE 4/20/26	25,893.75		
04/07/26	1,420,000-	SOLD VR BANK OF AMERICA 1.734% 7/22/27 CUSIP 06051GJS9 AT $99.2140 ON TRADE DATE 04/06/2026 TO SETTLE ON 04/07/2026 BANC OF AMERICA SECURITIES LLC	1,408,838.80	1,281,251.80-	127,587.00

STATEMENT OF TRANSACTIONS
FOR THE PERIOD APRIL 1, 2026 THROUGH APRIL 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
04/07/26		ACCRUED INTEREST ON SALE VR BANK OF AMERICA 1.734% 7/22/27 CUSIP 06051GJS9	5,129.75		
04/27/26		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 $0.00269/PV ON 8,000,000.00 PV DUE 4/25/26	21,493.34		
04/30/26	2,080,000	PURCHASED WALMART INC SR 4.150% 4/30/31 CUSIP 931142FT5 AT $99.7860 ON TRADE DATE 04/27/2026 TO SETTLE ON 04/30/2026 CITIGROUP GBL MKTS/SALOMON BRO	2,075,548.80-	2,075,548.80	
		ENDING BALANCE	**0.00**	**1,262,023,193.99**	

INVESTMENT AND INSURANCE PRODUCTS ARE:
- **NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY FEDERAL GOVERNMENT AGENCY**
- **NOT A DEPOSIT, OBLIGATION OF, OR GUARANTEED BY ANY BANK OR BANKING AFFILIATE**
- **SUBJECT TO INVESTMENT RISKS AND MAY LOSE VALUE, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED**

FY 2025/26 Budget Amendments

General Fund (001)

Department/Item	Source of Funds	Use of Funds	Explanation
Sales Tax	14,500,000		Increases the Sales Tax revenue estimate by $14.5 million (from $65.9 million to $80.4 million) based on the actual performance through the first three quarters of FY 2025/26 and the higher collection level experienced in FY 2024/25 **(five affirmative Council votes required to appropriate additional revenue)**.
Property Tax / Property Tax ERAF Reserve	2,600,000	273,000	Increases the Property Tax revenue estimate by $2.6 million (from $101.2 million to $103.8 million) based on the May 2026 estimate from the County of Santa Clara. This action also allocates $273,000 of the additional property tax revenue to the Property Tax ERAF Reserve that was established to set aside the excess Education Revenue Augmentation Fund (ERAF) funds that are at risk due to a legal challenge regarding the allocation of those funds. The County has indicated that approximately 18% of the excess ERAF funds are at risk for FY 2025/26, and the recommended increase to the reserve is based on the latest estimate from the County on the FY 2025/26 excess ERAF amount for the City of Santa Clara **(five affirmative Council votes required to appropriate additional revenue)**.
Property Tax Administration		153,000	Increases the Finance Department - property tax administration budget to account for the higher actual FY 2025/26 costs from the County of Santa Clara. This cost is offset by additional property tax revenue **(five affirmative Council votes required to appropriate additional revenue).**
Transient Occupancy Tax	4,000,000		Increases the Transient Occupancy Tax revenue estimate by $4.0 million (from $27.5 million to $31.5 million) based on higher actual FY 2025/26 receipts **(five affirmative Council votes required to appropriate additional revenue)**.
Interest Earnings	6,154,000		Increases the Interest Earnings revenue estimate by $6.2 million (from $6.2 million to $12.4 million) based on actual FY 2025/26 collections **(five affirmative Council votes required to appropriate additional revenue)**.

FY 2025/26 Budget Amendments

General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings - Pension Trust / Pension Stabilization Reserve	1,540,000	1,540,000	Establishes a $1.5 million interest earnings projection for the earnings on the pension trust and allocates those restricted funds to the Pension Stabilization Reserve **(five affirmative Council votes required to appropriate additional revenue)**.
Fines and Penalties	1,500,000		Increases the Fines and Penalties revenue estimate by $1.5 million (from $1.6 million to $3.1 million) based on actual FY 2025/26 collections **(five affirmative Council votes required to appropriate additional revenue)**.
SVP Transfer	6,400,000		Increases the SVP Transfer revenue estimate by $6.4 million (from $37.3 million to $43.7 million) based on updated estimates on the FY 2025/26 performance **(five affirmative Council votes required to appropriate additional revenue)**.
Other Fees for Services	185,000		Increases the Other Fees for Services revenue estimate by $185,000 (from $59.5 million to $59.7 million) based on higher actual collections in the miscellaneous charges for services category **(five affirmative Council votes required to appropriate additional revenue)**.
Other Revenue	1,800,000		Increases the Other Revenue estimate by $1.8 million to account for a higher excess revenue distribution from the Stadium Authority. The distribution totaled $4.8 million, which was above the budgeted estimate of $3.0 million **(five affirmative Council votes required to appropriate additional revenue)**.
Stadium Reimbursement / Non-Departmental	658,810	658,810	Recognizes Stadium Authority reimbursement and appropriates the funding to the Non-Departmental Materials, Services, and Supplies budget, specifically for the "Where the Mission Meets the Moment" campaign. This funding reflects costs related to the Celebrate Santa Clara event held at Levi's Stadium **(five affirmative Council votes required to appropriate additional revenue).**

FY 2025/26 Budget Amendments

General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Bay Area Host Committee Reimbursements / Non-Departmental Stadium Operations	500,000	500,000	Increases the revenue estimate for Stadium reimbursements and the appropriation for Stadium Operations in Non-Departmental. This funding reflects updated cost estimates for the deployment of the five FIFA World Cup matches scheduled at Levi's Stadium **(five affirmative Council votes required to appropriate additional revenue).**
Other Revenue / Non-Departmental - Materials/Services/Supplies	535,000	535,000	Recognizes sponsorship funding and appropriates the funding to the Non-Departmental Materials, Services, and Supplies budget, specifically for the "Where the Mission Meets the Moment" campaign **(five affirmative Council votes required to appropriate additional revenue).**
City Attorney's Office		230,000	Increases the Materials, Services, and Supplies budget by $230,000 in the City Attorney's Office to account for increased legal services costs associated with new and ongoing litigation and transactional matters **(five affirmative Council votes required to appropriate additional revenue).**
City Clerk's Office		10,000	Increase the Materials, Services, and Supplies budget by $10,000 in the City Clerk's Office to partially cover the costs of Public Record Act (PRA) assessments **(five affirmative Council votes required to appropriate additional revenue).**

FY 2025/26 Budget Amendments

General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Fire Department - Other Fees for Services (Ambulance Transport Revenue) / Overtime/Materials/ Services/ Supplies	681,214	681,214	Recognizes revenue for ambulance transport payments received from public healthcare providers and patients for Fire Department ambulance transports to hospitals. Ambulance transports began in March 2023 under the current Santa Clara County dispatch orders, allowing agencies with ambulances to transport patients to hospitals in conjunction with County contracted ambulance services. These funds will be used to help offset $670,476 in increased overtime expenditures in the Field Operations Division due to increased absence rates. An additional $10,738 will cover merchant fees associated with ambulance billing invoices paid by credit card, as well as costs related to duplicate payment processing, ambulance medications, and other ambulance service-related operating costs **(five affirmative Council votes required to appropriate additional revenue)**.
Fire Department		2,100,000	Increases the Fire Department budget for salaries and benefits by $2.1 million to cover projected overages, including approximately $1.3 million due to Field Operations overtime and compensatory time payout costs as well as $0.8 million from separation payouts. Fire Department absences and compensatory time payouts remain significantly above historical levels resulting in higher than budgeted overtime costs. The separation payouts are not budgeted as these costs are typically absorbed within departmental budgets. There is funding allocated in Non-Departmental to cover the separation payouts that cannot be absorbed by departments; a reduction to that allocation in Non-Departmental will offset the separation payouts for the Fire Department **(five affirmative Council votes required to appropriate additional revenue).**

FY 2025/26 Budget Amendments

General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Parks and Recreation - Materials, Services and Supplies		(16,818)	Decreases the Parks and Recreation Department budget based on estimated savings in materials, services and supplies. These funds are recommended to be transferred to the Vehicle Replacement Fund to cover higher costs for the purchase of a new blower and flail mower to support park maintenance **(majority affirmative Council votes required)**.
Transfer to the Vehicle Replacement Fund		16,818	Increases the transfer to the Vehicle Replacement Fund by $16,818 to address increased costs associated with the purchase of a new blower and flail mower for the Parks and Recreation Department. This action is offset by a decrease to the Parks and Recreation Department budget **(majority affirmative Council votes required)**.
Police Department		1,300,000	Increases the Police Department budget by $1.3 million to address a projected overage in the salary and benefits budget due to negotiated salary increases ($0.7 million) and separation payouts ($0.6 million). In July and August 2025, the City Council approved two MOU agreements for Units 2 and 10, with FY 2025/26 salary impacts estimated at $2.2 million and $0.6 million, respectively, and it was anticipated these costs would primarily be absorbed within the existing budget. In the corresponding staff reports, it was noted that staff would bring forward budget actions at a later date, if needed. In addition, funding for separation payouts is not budgeted in each department as these costs are typically absorbed within departmental budgets. There is funding allocated in Non-Departmental to cover the separation payouts that cannot be absorbed by departments; a reduction to that allocation in Non-Departmental will offset the separation payouts for the Police Department **(five affirmative Council votes required to appropriate additional revenue).**

FY 2025/26 Budget Amendments

General Fund (001) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Non-Departmental - Separation Payouts		(1,646,000)	Reduces the Non-Departmental budget by $1.6 million that had been set aside for separation payouts that occur during the year that cannot be absorbed by departments. Of this amount, $0.8 million is reallocated to the Fire Department and $0.6 million is reallocated to the Police Department to cover separation payouts in those departments **(majority affirmative Council votes required).**
Transfer to the Fire Department Grant Trust Fund (SAFER grant)		125,000	Increases the transfer to the Fire Operating Grant Trust Fund to cover higher than anticipated salary and benefits costs in the Staffing for Adequate Fire and Emergency Response (SAFER) grant **(five affirmative Council votes required to appropriate additional revenue).**
Reserve for Future Uses		20,000,000	Establishes a Reserve for Future Uses that will be allocated as part of a City Council review process. There is an item on the 6/23/26 City Council Agenda (RTC 26-663) to discuss the potential uses of these funds **(five affirmative Council votes required to appropriate additional revenue)**.
Ending Fund Balance		14,594,000	Increases the Ending Fund Balance to align with the estimate included in the FY 2026/27 Adopted Budget. These funds were programmed in the FY 2026/27 budget **(five affirmative Council votes required to appropriate additional revenue).**
	41,054,024	**41,054,024**	

FY 2025/26 Budget Amendments

Cemetery Fund (093)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Perpetual Care Fund	2,000		Increases the transfer from the Perpetual Care Fund to the Cemetery Fund based on the higher estimated interest earnings in the Perpetual Care Fund that are transferred to the Cemetery Fund (**five affirmative Council votes required to appropriate additional revenue).**
Transfer from the Endowment Care Fund	82,000		Increases the transfer from the Endowment Care Fund to the Cemetery Fund based on the higher estimated interest earnings in the Endowment Care Fund that are transferred to the Cemetery Fund **(five affirmative Council votes required to appropriate additional revenue).**
Ending Fund Balance		84,000	Increases the ending fund balance to offset the actions recommended above **(five affirmative Council votes required to appropriate additional revenue).**
	84,000	**84,000**	

Downtown Parking Maintenance District Fund (025)

Department/Item	Source of Funds	Use of Funds	Explanation
Capital Outlay		10,000	Increases the Capital Outlay budget to cover start-up costs associated with the Franklin Square fountains, including the repairing of leaks and replacing needed fountain components **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(10,000)	Decreases the unrestricted ending fund balance to offset the action recommended above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

FY 2025/26 Budget Amendments

Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Unrestricted Beginning / Ending Fund Balance	(16,000,000)	(16,000,000)	A technical adjustment to decrease the Unrestricted Beginning and Ending Fund Balance by $16 million. This action aligns the Beginning and Ending Fund Balance to the reconciled amount in RTC 25-1729 the FY 2024/25 Year End Close Report approved by Council on December 17, 2025. The Year End Close report recognized $16 million in savings from the South Loop Reconductor Project in the fund balance reconciliation which was already previously recognized in an early carryover of funds in RTC 25-417 approved by Council on July 8, 2025 **(majority affirmative Council votes required).**
Transfer from the Electric Utility Fund / Major Engine Overhaul and Repair	9,830,000	9,830,000	Increases the transfer from the Electric Utility Operating Fund and the Major Engine Overhaul budget by a total of $9,830,000 for repair work at Gianera and Donald Von Raesfeld (DVR) power plants. In March 2026, the load gearbox for Gianera Unit 1 experienced an unexpected failure. Repair of the load gearbox is required before the unit can resume operation, with estimated emergency repair costs of approximately $1,000,000. During the planned DVR outage in Spring 2026, an inspection of DVR Engine 555 identified a defect in the high-pressure turbine. Although the engine may be able to operate under controlled conditions for approximately four to five weeks, continued operation beyond that timeframe would significantly increase the risk of additional damage. Emergency repair costs are estimated at $730,000. Lastly, based on updated maintenance schedules, DVR Engine 555 will require a major overhaul this calendar year resulting in estimated costs of $8,100,000 **(five affirmative Council votes required to appropriate additional revenue).**
	(6,170,000)	**(6,170,000)**	

FY 2025/26 Budget Amendments

Electric Utility Fund (091)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue (Insurance Claim) / Materials/Services/Supplies	7,500,000	7,500,000	Increases the Other Revenue estimate and the Materials/Services/Supplies expense budget for the Generation program. On August 20, 2025, Donald Von Raesfeld (DVR) Power Plant turbine 191-498 experienced a catastrophic failure, resulting in the immediate loss of one turbine. DVR is critical to managing peak loads and preventing service disruptions, and an emergency declaration was issued to procure a spare engine rental to continue operations. Funding is appropriated to cover the engine lease costs in FY 2025/26 and is offset by anticipated insurance payments **(five affirmative Council votes required to appropriate additional revenue).**
Sale of Land	5,625,150		Increases the Sale of Land revenue estimate to recognize proceeds from the sale of Loyalton property **(five affirmative Council votes required to appropriate additional revenue).**
Charges for Services	40,000,000		Increases the Charges for Services revenue estimate to recognize additional revenue due to higher than anticipated energy sales. These revenues will offset the higher expenditure costs associated with power purchases **(five affirmative Council votes required to appropriate additional revenue).**
Contribution in Lieu		2,300,000	Increases the Contribution In-Lieu to account for higher revenues **(five affirmative Council votes required to appropriate additional revenue).**
Resource and Production		29,378,150	Increases the Resource and Production expense budget by $29.4 million due to higher than anticipated power purchases associated with higher load. SVP had higher than anticipated sales that required additional market purchases. The higher costs are offset by additional charges for services revenue collected **(five affirmative Council votes required to appropriate additional revenue).**

FY 2025/26 Budget Amendments

Electric Utility Fund (091) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Vehicle Replacement Fund		117,000	Increases the transfer to the Vehicle Replacement Fund for additional costs for a planned replacement of a flatbed truck with crane. The vehicle was included in the replacement schedule, but the quoted costs came in $117,000 higher than originally budgeted **(five affirmative Council votes required to appropriate additional revenue).**
Transfer to the Electric Utility Capital Fund		9,830,000	Increases the transfer to the Electric Utility Capital Fund for the Major Engine Overhaul and Repair project. Repairs were identified for Gianera and Donald Von Raesfeld (DVR) power plants **(five affirmative Council votes required to appropriate additional revenue).**
Ending Fund Balance - Rate Stabilization Reserve		4,000,000	Increases the Rate Stabilization Reserve by $4.0 million, from $78.0 million to $82.0 million. The minimum reserve target is a balance equal to 10% of current year rate payer revenue. At $82.0 million, this accounts for approximately 10% of rate payer revenue **(five affirmative Council votes required to appropriate additional revenue).**
	53,125,150	**53,125,150**	

Electric Utility Operating Grant Trust Fund (191)

Department/Item	Source of Funds	Use of Funds	Explanation
Charges for Services	1,140,000		Increases the Charges for Services revenue estimate to recognize additional revenue due to higher than anticipated energy sales revenue **(five affirmative Council votes required to appropriate additional revenue).**
Contribution in Lieu		57,000	Increases the Contribution In-Lieu to account for higher revenues **(five affirmative Council votes required to appropriate additional revenue).**
Unrestricted Ending Fund Balance - Public Benefits Charges		1,083,000	Increases the Unrestricted Ending Fund Balance - Public Benefits Charge to offset the actions above **(five affirmative Council votes required to appropriate additional revenue).**
	1,140,000	**1,140,000**	

FY 2025/26 Budget Amendments

Endowment Care Fund (077)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Transfer to Cemetery Fund	82,000	82,000	Increases the interest earnings revenue estimate in the Endowment Care Fund and increases the transfer of these funds to the Cemetery Fund based on estimated earnings through the end of the fiscal year **(five affirmative Council votes required to appropriate additional revenue).**
	82,000	**82,000**	

Expendable Trust Fund (079)

Department/Item	Source of Funds	Use of Funds	Explanation
Revenue from Other Agencies / Department of Public Works SVACA Billings	31,000	31,000	Increases the Revenue from Other Agencies estimate and the Public Works Department's Silicon Valley Animal Control Authority (SVACA) appropriation. This action reflects reimbursements from SVACA related to services/support provided by both the Fleet Division and Facilities Division **(five affirmative Council votes required to appropriate additional revenue).**
Revenue from Other Agencies / Information Technology Department SVACA Billings	15,000	15,000	Increases the Revenue from Other Agencies estimate and the Information Technology Department's Silicon Valley Animal Control Authority (SVACA) appropriation. This action reflects reimbursements from SVACA related to IT services/support provided **(five affirmative Council votes required to appropriate additional revenue).**
Other Fees for Services / Parks and Recreation Department - Fourth of July Fireworks, Concert in the Park, Art & Wine Festival, Street Dance, Roberta Jones Jr. Theatre	30,500	30,500	Recognizes and appropriates $30,500 in sponsorships, including a $25,000 sponsorship from EdgeCore and a $5,500 sponsorship from Citizens Equity First Credit Union. These sponsorships will support the following Parks & Recreation special events and programs, including the Fourth of July Fireworks event ($10,000), Concerts in the Park events ($12,500), the Art & Wine Festival ($2,500), Street Dance events ($500), and the Roberta Jones Junior Theatre program ($5,000) **(five affirmative Council votes required to appropriate additional revenue).**
	76,500	**76,500**	

FY 2025/26 Budget Amendments

Fire Operating Grant Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund / Staffing for Adequate Fire and Emergency Response (SAFER)	125,000	125,000	Increases the transfer from the General Fund and the Staffing for Adequate Fire and Emergency Response (SAFER) grant appropriation to cover higher than anticipated salary and benefits costs including negotiated MOU salary increases **(five affirmative Council votes required to appropriate additional revenue).**
Other Agencies Revenue / Assistance to Firefighters Grant 2019	246	246	Recognizes additional Assistance to Firefighters Grant (AFG 2019) revenue received from FEMA. The additional grant funds will be used to cover service costs and supplies for the mechanical chest compression (Lucas) devices **(five affirmative Council votes required to appropriate additional revenue).**
Other Agencies Revenue / USAR Training Reimbursement	16,808	16,808	Recognizes an Urban Search and Rescue training reimbursement received from the Menlo Park Fire Protection District. The reimbursement was provided for Water Rescue Training activities, including planning and preparation costs incurred by the Fire Department **(five affirmative Council votes required to appropriate additional revenue).**
	142,054	**142,054**	

Gas Tax Fund (121)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Streets and Highways Capital Fund	764,019		Increases the transfer from the Streets and Highways Capital Fund to return project savings from the LED Traffic Signal & Safety Light Replacements project **(five affirmative Council votes required to appropriate additional revenue).**
Ending Fund Balance		764,019	Increases the ending fund balance to offset the action recommended above **(five affirmative Council votes required to appropriate additional revenue).**
	764,019	**764,019**	

FY 2025/26 Budget Amendments

Parks and Recreation Capital Fund (532)

Department/Item	Source of Funds	Use of Funds	Explanation
Mitigation Fee Act Revenue	(8,603,749)		Decreases the Mitigation Fee Act revenue estimate by $8,603,749 to correct an overstated revenue estimate included in prior budget amendments **(majority affirmative Council votes required).**
Quimby Act Fees	375,984		Increases the Quimby Act Fees revenue estimate by $375,984 based on additional revenue received year-to-date **(five affirmative Council votes required to appropriate additional revenue)**.
Park Impact Fees Monitoring Project		(164,555)	Decreases a net amount of $164,555 to the Park Impact Fees Monitoring Project appropriation, including a decrease of $172,075 due to the correction to the Mitigation Fee Act (MFA) revenue estimate and an increase of $7,520 based on additional Quimby Act Revenue received year-to-date. The appropriation is based on a calculation of two percent (2%) of actual Quimby and MFA fees received which are transferred to this project annually (City Chapter 17.35 of the City Code) to support staff and studies related to the park in-lieu program **(majority affirmative Council votes required).**
Parkland Acquisition Project		(2,015,802)	Decreases a net amount of $2,015,802 to the Parkland Acquisition Project appropriation, including a decrease of $2,107,918 due to the correction to the Mitigation Fee Act revenue estimate and an increase of $92,116 based on additional Quimby Act revenue received year-to-date. The appropriation is based on 25% of total Park In-Lieu Fees received, after two percent (2%) is allocated to the Park Impact Fees Monitoring Project **(majority affirmative Council votes required).**

FY 2025/26 Budget Amendments

Parks and Recreation Capital Fund (532) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue (Insurance Payment) / Earl Carmichael Park Snack Shack Rehabilitation Project	290,661	290,661	Recognizes insurance settlement proceeds related to fire damage sustained by the snack shack building at Earl Carmichael Park and establishes a new Earl Carmichael Park Snack Shack Rehabilitation project. The project will utilize the insurance proceeds to fund the design, repair, and rehabilitation of the facility, with the goal of restoring the building to a safe, functional, and usable condition **(five affirmative Council votes required to appropriate additional revenue).**
Ending Fund Balance - Mitigation Fee Act Fees		(6,323,756)	Decreases the Mitigation Fee Act Fees ending fund balance to offset the actions above **(majority affirmative Council votes required).**
Ending Fund Balance - Quimby Act Fees		276,348	This action increases the Quimby Act Fees ending fund balance to offset the actions above **(five affirmative Council votes required to appropriate additional revenue)**.
	(7,937,104)	**(7,937,104)**	

Perpetual Care Fund (076)

Department/Item	Source of Funds	Use of Funds	Explanation
Interest Earnings / Transfer to Cemetery Fund	2,000	2,000	Increases the interest earnings revenue estimate in the Perpetual Care Fund and increases the transfer of these funds to the Cemetery Fund based on estimated earnings through the end of the fiscal year **(five affirmative Council votes required to appropriate additional revenue).**
	2,000	**2,000**	

Public Facilities Financing Corporation Fund (431)

Department/Item	Source of Funds	Use of Funds	Explanation
Administrative Costs		220	Increases the administrative costs associated with debt service payments that were higher than anticipated **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(220)	Decreases the unrestricted ending fund balance to offset the action recommended above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

FY 2025/26 Budget Amendments

Recycled Water Capital Fund (597)

Department/Item	Source of Funds	Use of Funds	Explanation
Recycled Water System Mains and Services		174,111	Increases the Recycled Water System Mains and Services project appropriation to fund the construction costs associated with the Union Pacific Railroad Agnew Siding project **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(174,111)	Decreases the unrestricted ending fund balance to offset the action recommended above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

Sewer Utility Fund (094)

Department/Item	Source of Funds	Use of Funds	Explanation
Charges for Services / Materials, Services, Supplies	400,000	1,200,000	Increases the materials, services, and supplies appropriation for the Sewer Utility. Of this amount, $400,000 reflects an increase to the right-of-way expense which is based on anticipated revenue collections. This increase is recommended to be offset by an increase to the charges for services estimate. The remaining $800,000 reflects an increase to the contractual services appropriation related to higher than anticipated as-needed engineering services and outside legal services **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances).**
Transfer to the Vehicle Replacement Fund		196,015	Increases the transfer to the Vehicle Replacement Fund to cover the higher than anticipated costs for the replacement of a crane truck **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(996,015)	Decreases the unrestricted ending fund balance to offset the actions recommended above **(five affirmative Council votes required for the use of unused balances).**
	400,000	**400,000**	

FY 2025/26 Budget Amendments

Streets and Highways Capital Fund (533)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / Cupertino-Santa Clara On Demand Shuttle Project	210,000	210,000	Increases the Other Agencies Revenue estimate and the Cupertino-Santa Clara on Demand Shuttle project budget by $210,000. This reflects TFCA funds that will be remitted to the City of Santa Clara from the City of Cupertino **(five affirmative Council votes required to appropriate additional revenue).**
Transfer to the Gas Tax Fund		764,019	A technical correction to increase the transfer to the Gas Tax Fund to return project savings from the LED Traffic Signal & Safety Light Replacements project to the original funding source **(majority affirmative Council votes required).**
Transfer to the Traffic Mitigation Fund		(1,161,035)	A technical correction to reduce the transfer to the Traffic Mitigation Fund to correct the erroneous return of funds as included in the FY 2024/25 Year-End Report approved by the City Council on December 9, 2025 **(majority affirmative Council votes required).**
Ending Fund Balance - Vehicle Registration Fee		397,016	A technical correction to increase the vehicle registration fees ending fund balance to return project savings from the LED Traffic Signal & Safety Light Replacements project to the original funding source **(majority affirmative Council votes required).**
	210,000	**210,000**	

Traffic Mitigation Fund (123)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Streets and Highways Capital Fund	(1,161,035)		A technical correction to reduce the transfer from the Streets and Highways Capital Fund to correct the erroneous return of funds as included in the FY 2024/25 Year-End Report approved by the City Council on December 9, 2025 **(majority affirmative Council votes required).**
Ending Fund Balance		(1,161,035)	Decreases the ending fund balance to offset the action recommended above **(majority affirmative Council votes required).**
	(1,161,035)	**(1,161,035)**	

FY 2025/26 Budget Amendments

Unemployment Insurance Fund (087)

Department/Item	Source of Funds	Use of Funds	Explanation
Unemployment Insurance Claims		60,000	Increases the unemployment insurance claims appropriation by $60,000 (from $100,000 to $160,000) based on actual claims experienced in FY 2025/26 **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(60,000)	Decreases the unrestricted ending fund balance to offset the action recommended above **(five affirmative Council votes required for the use of unused balances).**
	-	-	

Vehicle Replacement Fund (050)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from Electric Utility Fund	117,000		Increases the transfer from the Electric Utility Fund to cover the higher than anticipated costs for the replacement of a crane truck **(five affirmative Council votes required to appropriate additional revenue).**
Transfer from the General Fund	16,818		Increases the transfer from the General Fund to cover increased costs associated with equipment replacements for the Parks and Recreation Department **(five affirmative Council votes are required to appropriate the additional revenue)**.
Transfer from Sewer Utility Fund	196,015		Increases the transfer from the Sewer Utility Fund to cover the higher than anticipated costs for the replacement of a crane truck **(five affirmative Council votes required to appropriate additional revenue).**

FY 2025/26 Budget Amendments

Vehicle Replacement Fund (050) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Capital Outlay		329,833	Increases the Capital Outlay budget to cover higher-than-budgeted costs associated with the replacement of two crane trucks, one for the Electric Utility Department and one for the Water & Sewer Utilities Department, and the purchase of a blower and flail mower for the Parks and Recreation Department. The blower and flail mower will replace equipment originally budgeted in the fund that is no longer functioning, including a concrete mixer, trencher, and flail cutter. Due to increased park maintenance and upkeep demands, the Department has identified the blower and flail mower as higher-priority needs that will better support park maintenance operations **(five affirmative Council votes required to appropriate additional revenue)**.
	329,833	**329,833**	

FY 2026/27 Budget Amendments

General Fund (001)

Department/Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance - Reserve for Future Uses / Reserve for Future Uses	20,000,000	20,000,000	This action carries over the Reserve for Future Uses budgeted in FY 2025/26 and establishes the reserve in FY 2026/27. There is an item on the 6/23/26 City Council Agenda (RTC 26-663) to discuss the potential uses of these funds **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Beginning Fund Balance / Non-Departmental	500,000	500,000	This action carries over sponsorship funding received in FY 2025/26 and appropriates it to Non-Departmental for the "Where the Mission Meets the Moment" campaign **(five affirmative Council votes required for the use of unused balances).**
	20,500,000	**20,500,000**	

Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue (Developer Contributions) / Central Expressway and Walsh Ave Transmission Line Clearance Project	1,863,750	1,863,750	This action increases the Other Revenue estimate to recognize Developer Contributions and establishes the Central Expy and Walsh Ave Transmission Line Clearance project. A customer is installing a pedestrian bridge which, due to required electrical clearances, will require the installation of two new poles and other improvements to raise the 60 kV transmission line clearance adjacent to the San Tomas Aquino Creek Trail between Central Expressway and Walsh Ave. Silicon Valley Power (SVP) will provide engineering, construction, and material support for the project and all costs will be paid for by the customer as outlined in a deposit agreement **(five affirmative Council votes required to appropriate additional revenue).**
	1,863,750	**1,863,750**	

Parks and Recreation Capital Fund (532)

Department/Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance / Earl Carmichael Park Snack Shack Rehabilitation Project	290,661	290,661	This action carries over funding for the Earl Carmichael Park Snack Shack Rehabilitation project. The project will utilize insurance proceeds received in FY 2025/26 to fund the design, repair, and rehabilitation of the facility, with the goal of restoring the building to a safe, functional, and usable condition **(five affirmative Council votes required for the use of unused balances).**
	290,661	**290,661**	

26-594 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on the Award of Purchase Orders with Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials for a Total Maximum Amount Not-To-Exceed $873,085.65

BACKGROUND

The City of Santa Clara Water & Sewer Utilities Department (Department) operates and maintains a potable water distribution system consisting of approximately 335 miles of distribution pipelines, 21 active groundwater wells, and seven storage tanks with a combined capacity of 28.8 million gallons. To maintain reliable service levels and meet customer expectations, the Department implements an ongoing infrastructure replacement program to replace dilapidated water mains nearing the end of their useful life or with a history of leaks.

The Department is currently preparing for the upcoming Water Main Replacement Phase 1F project ("Project"), which aims to replace aging water mains throughout the neighborhood bound by La Herran Drive, Pruneridge Avenue, Lawrence Expressway, and One Agilent Way, and is in the process of procuring materials for this phase. The Project consists of replacing 8,140 lineal feet of 6-inch and 8-inch cast iron water mains with new 8-inch ductile iron mains at La Herran Drive, Hillsdale Avenue, La Salle Avenue, De Soto Avenue, Randolph Avenue, Magellan Avenue, Daniel Way, Montclair Drive, Fulton Court, Cody Court, Sullivan Drive, and Hancock Drive.

DISCUSSION

To support the procurement of various materials for the Project, including pipeline, valves, fittings, couplings, hydrants, and other auxiliary components, staff conducted a solicitation process in accordance with Section 2.105.140(b) of the City of Santa Clara City Code, with award based on the lowest quoted price for each individual bid item. Staff received bids from Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC, and recommends awarding purchase orders to each vendor as set forth in Table 1.

Table 1 summarizes the total value of the individual bid items awarded to each vendor. The maximum compensation across all three vendors is $873,085.65, which includes estimated sales taxes and a 15% contingency for potential tariff-related cost increases and additional quantities that may be required during the Project.

Table 1 - Cost Summary

Vendor	Amount
Underground Republic Water Works, Inc.	$399,174.24

Core & Main LP	$284,643.37
Ferguson Enterprises LLC	$7,940.85
Subtotal	$691,758.46
Estimated Tax 9.75%	$67,446.45
Total (with Tax)	$759,204.91
15% Contingency	$113,880.74
Maximum Compensation	$873,085.65

ENVIRONMENTAL REVIEW

The actions being considered are exempt from the California Environmental Quality Act ("CEQA"). The purchase of materials is not considered a "project" under CEQA, as there is no physical change to the environment for this action.

FISCAL IMPACT

The total amount to purchase construction materials for Water Main Replacement Phase 1F, as detailed in this report, including sales tax and a 15% contingency, is $873,085.65. These materials are part of the ongoing efforts to rehabilitate or replace water utility mains in the five-year Water and Recycled Water Utilities capital improvement program. Funding for these materials is budgeted in the Distribution System Replacement/Restoration project in the Water Utility Capital Fund, approved as part of the FY 2026/27 and FY 2027/28 Adopted Capital Improvement Program Budget.

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, by email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager or designee to award purchase orders to Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials in the amounts presented in Table 1 of this report, for a total maximum amount not-to-exceed $873,085.65, inclusive of estimated sales tax and a 15% contingency, subject to the appropriation of funds and approval as to form by the City Attorney.

Reviewed by: John Ramirez, Director of Water & Sewer Utilities
Approved by: Jovan Grogan, City Manager

26-161 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on a Grant Agreement with Triton Museum of Art for FY 2026/27 to Support General Museum Operations, Art Exhibitions, and Educational Programs and Delegation of Authority for Future Grant Agreements

BACKGROUND

Founded in 1965, Triton Museum of Art (Triton Museum) was the first non-university art museum in Santa Clara County known for collecting and exhibiting contemporary and historical works with an emphasis on Greater Bay Area artists. In 1967, the Triton Museum relocated from San Jose to Santa Clara, where it currently remains across the street from the Santa Clara Civic Center.

The existing site is owned by the City of Santa Clara (City), which resulted in both entities entering into a 30-year land lease agreement dated November 24, 1967. This agreement instructed Triton Museum to construct new buildings on the property (now known as the Pavilion) and transfer building ownership to the City at the end of the lease. The City and Triton Museum re-entered into an Agreement for Lease and Operation of Triton Museum of Art (Lease and Operation Agreement) on April 16, 1998, that had an initial term of 20 years through April 15, 2018 (Attachment 2). The Lease and Operation Agreement allowed the City and Triton Museum to extend the lease term for two additional five-year periods. In accordance with Council delegated authority, prior City Managers executed an Amendment No. 1 to the Lease and Operation Agreement which extended the term for five years, through April 15, 2023, and Amendment No. 2, which extended the term for an additional five years, through April 15, 2028 (Attachments 3 and 4).

Both the City and Triton Museum hold key roles as parties to the Lease and Operation Agreement. Triton is responsible for maintaining and operating a museum that is open and free to the public at least six days a week, maintaining other buildings on the property such as the Jamison Brown House and the Pavilions, paying for labor and utilities (except those that are covered by the City as detailed below), and preserving the City's collection of art, which includes the Warburton Native American Collection and paintings by Theodore Wores, a 19th and early 20th century California Impressionist, among other things. The City is responsible for maintaining the exterior of the buildings on the property and certain building systems, and the cost of electricity, water, sanitary sewer, landscaping, and janitorial services, among other things.

Separately, the City has provided an annual grant contribution to Triton Museum to support payment expenses related to the museum's general operations, art exhibitions, and educational programs for the community. Through this grant funding, the City is able to ensure that the community has access to art and educational programs that showcase cultural art and regional artists.

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Staff is recommending the City Council's approval of a Grant Agreement with Triton Museum of Art to provide $314,084 in grant funding for Fiscal Year (FY) 2026/27 (July 1, 2026 - June 30, 2026) (Attachment 1). These grant funds will be distributed equally between twelve monthly installments of $26,173.66 to support quality art exhibitions, events, and educational programs.

While grant agreements typically require Council approval, as part of the City Council's September 11, 2018 approval of a Contribution Agreement with Triton Museum of Art, to provide grant funding for FY 2018/19, it also authorized the City Manager to execute future Contribution Agreements in substantially the same form as long as the City had a valid Lease and Operation Agreement with the Triton Museum, subject to annual budget appropriations, and to make minor modifications to the Contribution Agreement if necessary. As communicated in a September 16, 2025 agenda report regarding actions taken during the City Council recess in 2025 (RTC #25-895), the most recent Grant Agreement with Triton Museum has been updated to reflect new or modified Grantee requirements consistent with other City agreements, including the City's standard Qualifications of Grantee-Standard of Care, Hold Harmless/Indemnification, and Compliance with Laws obligations. It is also amended to include obligations that Grantee provide the City with annual certified determination letters confirming its non-profit 501(c)(3) status to comply with Measure I Bond requirements.

As such, staff is also recommending that the City Council re-delegate authority to the City Manager to execute future Grant Agreements with Triton Museum as long as the City has a valid Lease and Operation Agreement with the Triton Museum, subject to annual budget appropriations, and to make minor modifications to the Grant Agreement as needed.

DISCUSSION

In return for receiving the grant funds under the Grant Agreement, Triton Museum is responsible for the following activities:

1. Providing quality art exhibitions, events, and educational programs for the community;

2. Providing community outreach programs targeted towards art education for students and families;

3. Providing a qualified museum staff person to serve as a juror for City-sponsored art competitions;

4. Exploring opportunities for collaboration on City-sponsored and Grantee- sponsored events. Upon written request from the City, the City has free use of Triton Museum of Art, Jamison-Brown House, and the surrounding grounds, subject to availability;

5. Upon the City's request, distribute promotional materials or information provided by the City to residents, businesses, and visitors that promote City services and facilities, encourage people to visit Santa Clara, and/or encourage the location of businesses in the City; and

6. Providing annual certified determination letter(s) confirming Triton Museum's non-profit 501(c)(3) status and good standing from an authorized representative and legal counsel.

The Grant Agreement also requires Triton Museum to keep the City informed of its activities on a monthly period and for the grant period. Per the Grant Agreement, the City receives a monthly

informational summary report, highlighting art and education activities, funding sources, special appearances of shows for which attendees were charged admission, the dates of special events that require rental of the museum and Jamison Brown House for the previous month, attendance numbers for all Triton Museum-sponsored events and activities, and membership numbers. Following the end of the grant period, Triton Museum is responsible for submitting a descriptive report to the City demonstrating that the grant funds were used for the activities described in accordance with the Grant Agreement.

Staff recommends approval of the FY 2026/27 Grant Agreement with Triton Museum in the amount of $314,084 to continue the City's support of publicly accessible art exhibitions, events, and educational programs. To further streamline City operations, staff is also recommending that the City Council authorize the City Manager to execute future annual Grant Agreements with Triton Museum as long as the City and Triton Museum have an active Lease and Operation Agreement, subject to annual budget appropriations, and to make minor modifications to the Grant Agreement as needed.

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 Grant Agreement is for a one-year term with total not to exceed amount of $314,084. The grant will be divided into twelve monthly installments of $26,173. Funding for the grant was included in the City's FY 2025/26 and FY 2026/27 Adopted Biennial Operating Budget. Grant funding for future grant agreements with Triton Museum will be subject to future budget appropriations.

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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute the Grant Agreement with Triton Museum of Art in the form presented for an amount not-to-exceed $314,084;
2. Authorize the City Manager to execute future Grant Agreements with Triton Museum of Art in substantially the same form as long as there is an active Agreement for Lease and Operation of Triton Museum of Art between the City and the Triton Museum of Art, subject to budget appropriations; and
3. Authorize the City Manager to make minor modifications to the Grant Agreement as needed, in a final form approved by the City Attorney.

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Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Grant Agreement between the City of Santa Clara, California and Triton Museum of Art
2. Agreement for Lease and Operation of Triton Museum of Art
3. Amendment No. 1 to Agreement for Lease and Operation of Triton Museum of Art
4. Amendment No. 2 to Agreement for Lease and Operation of Triton Museum of Art

EBIX Insurance No. *S200002848

GRANT AGREEMENT BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TRITON MUSEUM OF ART

PREAMBLE

This Agreement dated July 1, 2026 ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Triton Museum of Art, a California nonprofit corporation ("Grantee"). City and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. Grantee has submitted to the City a request seeking a grant for the purpose of providing accessible art and educational programs to the community; and

B. City desires to provide such a grant on the terms and conditions set forth herein.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Grant Activities

Exhibit B – Fee Schedule

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 June 30, 2027.

3. GRANT FUNDS

City will contribute to Grantee an amount not to exceed Three Hundred Fourteen Thousand, Eighty-Four Dollars ($314,084) ("Grant Funds") for Grantee, subject to budget appropriations. The Grant Funds shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Grantee, then for reimbursement of same to Grantee) within the scope of grant activities as authorized in Exhibit A ("Grant Activities"). None of the Grant Funds will be used to pay for any expenses of Grantee incurred before or after the term of the Agreement. City will distribute Grant Funds to Grantee in accordance with Exhibit B (Fee Schedule).

4. GRANTEE OBLIGATIONS

In consideration of the receipt of Grant Funds, Grantee agrees to use the Grant Funds for the Grant Activities consistent with the requirements set forth in Exhibit A.

5. 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 Grantee.

B. Termination for Default. If Grantee 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 Grantee.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of the Grant Activities. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

6. ASSIGNMENT AND SUBCONTRACTING

City and Grantee 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 in its sole discretion. Grantee shall not hire subcontractors without express written permission from City.

Grantee 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 Grantee is for the acts and omissions of persons directly employed by it.

7. 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.

8. INDEPENDENT CONTRACTOR

Grantee and all person(s) employed by or contracted with Grantee to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Grantee has full rights to manage its employees in their performance of Grant Activities under this Agreement.

9. RIGHT OF CITY TO INSPECT RECORDS OF GRANTEE

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 disbursement of Grant Funds provided under this Agreement, to audit the books and records of Grantee for the purpose of verifying any and all reimbursement requests made by Grantee in connection with Grantor's disbursement of Grant Funds to Grantee. Grantee agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all requests submitted to City. Any expenses not so recorded shall be disallowed by City. Grantee 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.

Grantee shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Grantee agrees to assist City in meeting City's reporting requirements and any other agency reporting requirements with respect to Grantee's receipt of funds hereunder.

10. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Grantee 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 Grantee receipt of funds pursuant to this Agreement or Grantee's performance of the Grant Activities – including claims of any kind by Grantee's employees or persons contracting with Grantee to perform any portion of the Grant Activities – and shall expressly include passive or active negligence by City connected with the Grant Activities. 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. Grantee'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 Grantee, against City (either alone, or jointly with Grantee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Grantee 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, Grantee 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 Grantee's responsibilities under the Act.

D. The Parties expressly agree that this Section 9 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

11. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Grantee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

12. WAIVER

Grantee 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. City's disbursement of Grant Funds under this Agreement shall not 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.

13. WARRANTY

Grantee expressly warrants that all Grant Activities performed using the Grant Funds 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. Grantee agrees to promptly replace or correct any incomplete, inaccurate or defective Grant Activity performed at no further cost to City when defects are due to the negligence, errors or omissions of Grantee. If Grantee fails to promptly correct or replace issues caused by a Grant Activity, City may make corrections or replace said issues and charge Grantee for the cost incurred by City.

13. QUALIFICATIONS OF GRANTEE - STANDARD OF CARE

Grantee represents and maintains that it has the expertise in the professional

calling necessary to perform the Grant Activities, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Grantee's representations regarding its skills and knowledge. Grantee shall perform such Grant Activities and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

14. 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 Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov and
jortega@santaclaraca.gov

And to Grantee addressed as follows:

Triton Museum of Art
1505 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at pmetcalf@tritonmuseum.org

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.

15. COMPLIANCE WITH LAWS

Grantee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to legal requirements for working with youth, for example obligations to conduct background checks for individuals working with youth, and compliance with "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Grantee'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 Grantee has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

16. CONFLICTS OF INTEREST

Grantee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Grantee

and that no person associated with Grantee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Grantee is familiar with the provisions of California Government Code section 87100 and certifies that it does not know of any facts which would violate these code provisions. Grantee will advise City if a conflict arises.

17. FAIR EMPLOYMENT

Grantee 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.

18. NO USE OF CITY NAME OR EMBLEM

Except as expressly authorized by the City, in writing, Grantee shall not use City's name, insignia, or emblem, or distribute any information related to use of Grant Funds under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. 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.

20. 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.

21. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

22. 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.

23. ELECTRONIC SIGNATURES

Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURES 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.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRITON MUSEUM OF ART
a California nonprofit corporation

Dated: June 17, 2026 June 17, 2026

By (Signature): Preston Metcalf

Name: Preston Metcalf

Title: Executive Director

Principal Place of Business Address: 1505 Warburton Ave., Santa Clara, CA 95050

Email Address: pmetcalf@tritonmuseum.org

Telephone: (408) 247-3754

Fax:

"GRANTEE"

EXHIBIT A
GRANT ACTIVITIES

1. In return for receiving the Grant Funds, Grantee shall carry out the following activities:

   A. Provide quality art exhibitions, events, and educational programs for the community;

   B. Provide community outreach programs targeted towards art education for students and families;

   C. Provide a qualified museum staff person to serve as a juror for City-sponsored art competitions;

   D. Explore opportunities for collaboration on City-sponsored and Grantee-sponsored events. Upon written request from the City, the parties agree that the City shall have free use of Triton Museum of Art, Jamison-Brown House, and the surrounding grounds (referenced as the "Premises" in the Lease and Operation Agreement between the City and Grantee), subject to availability of the Premises;

   E. Upon the City's request, distribute promotional materials or information provided by the City to residents, businesses, and visitors that promote City services and facilities, encourage people to visit Santa Clara, and/or encourage the location of businesses in the City; and

2. In addition to the above identified activities, Grantee's receipt of Grant Funds is conditioned upon the following:

   A. Upon the Effective Date, and on July 1 of each year thereafter, Grantee shall provide to the City an annual certified determination letter(s) confirming Grantee's non-profit 501(c)(3) status and good standing from an authorized representative and the Grantee's legal counsel.

   B. Grantee shall provide to the City by the first of each month, a summary report highlighting all art and education activities, funding sources, special appearances or shows for which attendees are charged admission, the number of special events that require rental of the Triton Museum of Art (indoor or outdoor) and Jamison Brown House for the previous month, attendance numbers for all Grantee-sponsored events and activities, and membership numbers.

   C. Grantee shall acknowledge the City of Santa Clara as a donor/supporter in all publicity and promotional materials related to the activities provided under this Exhibit A with the following statement, "Supported, in part, by a

grant from the City of Santa Clara."

D. Within 60 days of expiration of the Agreement, Grantee shall provide the City a descriptive report that demonstrates that the Grant Funds were used for the activities described above and in accordance with this Agreement.

EXHIBIT B
SCHEDULE OF FEES

Grantee will submit an invoice in the amount of Twenty-Six Thousand, One Hundred Seventy-Three Dollars and Sixty-Six Cents ($26,173.66) to the City on a monthly basis, starting July 1, 2026, which details the Grant Activities performed by Grantee during the preceding month. The invoice shall be in a format approved by City and is subject to verification and approval by City. City will pay Grantee within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Grantee's indemnification of the City, and prior to commencing any of the Grant Activities authorized under this Agreement, the Grantee shall maintain in full force and effect during the period of the Agreement, at its sole cost and expense, the following insurance:

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, including bodily injury, property damage, contractual liability, products and completed operations, and personal and advertising injury. Policy limits are subject to review, with limits not less than:

   $1,000,000 Each Occurrence,
   $2,000,000 General Aggregate,
   $2,000,000 Products/Completed Operations Aggregate, and
   $1,000,000 Personal and Advertising Injury.

Limits may be satisfied in combination with excess/umbrella policies on a following form basis.

2. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Grantee 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 not less than $1,000,000 combined single limit per accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

Workers' Compensation Insurance as required by statute and employer's liability with limits not less than $1,000,000 per employee, accident, and disease.

D. SEXUAL ABUSE AND MOLESTATION LIABILITY

Sexual Abuse and Molestation Liability Insurance with minimum limits of $1,000,000 per claim and in the aggregate covering acts committed by volunteers or for negligent supervision, hiring, or retention.

E. OTHER INSURANCE PROVISIONS

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are to be covered as additional insureds on the Grantee's commercial general liability policy, including ongoing and completed operations, and auto liability policies in respect to liability arising out of Grantee's work for City. This provision shall apply to any excess or umbrella liability policy.

2. Primary and non-contributing. For any liability arising from the Grant Activities provided under this Agreement, the Grantee's insurance coverage shall be primary and non-contributory with any coverage maintained by the City or Indemnitees.

3. Claims Made Coverage

   If coverage is obtained on a "claims made" policy form, the continuity or retroactive date shall precede the date Grant Activities were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of this Agreement.

4. 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.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation, non-renewal, 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.

5. Qualifying Insurers. All of the insurance companies providing insurance for Grantee shall maintain, and provide written proof of, an A. M. Best rating of at least A- VII or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives and shall be authorized to conduct business in the State of California.

6. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to the City.

7. Waiver of Subrogation. Grantee hereby grants to City a waiver of any right to subrogation for itself or which any insurer of Grantee may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. This provision shall not apply to Professional Liability or Sexual Abuse and Molestation Liability, insurance.

8. Evidence of Insurance. Grantee shall provide proof of insurance compliance on an approved Acord or equivalent form signed by the insurer or an authorized agent of insurer (s) and including the policy endorsements required herein, such as additional insured, waiver of subrogation, and notice of cancellation. Upon City's request, Grantee 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:

Certificate Holder

EBIX Inc.
City of Santa Clara – Santa Clara Stadium Authority
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Email address: ctsantaclara@ebix.com

9. If the Grantee maintains broader coverage and/or higher limits than the minimums shown above, the City shall be entitled to broader coverage and/or the higher limits maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Grantee agrees to ensure that subcontractors, and any other party involved with the Grant Activities, who is brought onto or involved in the performance of the Grant Activities by Grantee, provide the same minimum insurance coverage required of Grantee, except as with respect to limits. Grantee 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. Grantee 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 LEASE AND OPERATION OF TRITON MUSEUM OF ART

This lease agreement ("Lease") dated this 16th day of April, 1998 (the "Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation ("City"), and Triton Museum of Art, a California nonprofit corporation ("Lessee"). City and Lessee may be referred to herein individually as a Party or collectively as the "Parties".

RECITALS

A. The City and Lessee have concluded a thirty (30) year Lease of the property described in this Lease signed by the Parties on November 24, 1967, upon which the Triton Museum of Art has been constructed and operated;

B. City is the owner of all the improvements located on the real property described in this Lease; and

C. Lessee has offered to continue to lease said real property and to operate the Triton Museum of Art and other facilities as described in this Lease which are located on said property.

D. The City and the Lessee have worked together cooperatively and effectively over the past thirty (30) years for the purpose of making the visual arts relevant and accessible to the citizens and community of Santa Clara. City and Lessee wish to continue in this spirit of cooperation to further expand and enhance the artistic agenda that is presented by Lessee to Santa Clara and Santa Clarans for the term of this Lease.

E. City understands that Lessee is actively soliciting endowment funds for the support of various Lessee activities of benefit to the community, and that contributors and potential contributors require that Lessee have a stable, long-term relationship with City.

In consideration of the above referenced recitals and the following mutual covenants, commitments, and obligations of the Parties, the Lessee and City agree as follows:

AGREEMENT PROVISIONS

1. DESCRIPTION OF PREMISES

City hereby leases to Lessee, and Lessee hires from City, on the terms and conditions set forth in this Lease, that certain real property, together with the buildings and improvements thereon ("Premises") described in the attached Exhibits A1 and A2 incorporated herein by reference.

2. DEFINITIONS

Whenever used in this Agreement the terms shall have the following meanings as applicable.

(a) The word "Collection" shall include all Museum items, art objects, sculptures, including any such objects acquired after the commencement of this Lease. It shall include all such items whether stored or displayed on the Premises. It shall include all objects and items whether owned by City or Lessee.

(b) The words "Improvements" and "Buildings" shall include the building known as the Triton Museum of Art together with any appurtenances thereto, all of the buildings known as the Pavilions and the Jamison Brown House together with any and all accessory buildings or structures located on the Premises.

(c) The word "Pavilion" shall mean the four octagonal buildings of approximately 1500 square feet each, located in the northwest quadrant of the Property and commonly referred to as the "Pavilions".

3. TERM

The term of this Lease is for twenty (20) years, commencing on the 16th day of April, 1998, and ending on April 15, 2018. The Parties may mutually agree to renew this Lease for two additional five-year terms. Upon giving no less than two (2) years advance written notice to the other Party, either Party by an affirmative vote of two-thirds (2/3) of the members of its governing body may terminate this Lease prior to the stated termination date if either Party determines that it can no longer continue to work with the other in the spirit of cooperation intended under Recital D of this Lease, or if either Party determines that it does not have sufficient funds to continue to carry out its obligations under this Lease. The Parties may also terminate this Lease as set forth elsewhere in this Lease.

4. PURPOSE OF LEASE AND USE OF PREMISES

The principal purpose of this Lease and use of the Premises is that Lessee shall maintain and operate the facility known as the Triton Museum of Art ("Museum") as a public museum available for use by all persons. The standards to be followed in operation of the Museum are set forth in more detail below.

5. RENT

Consideration for this Lease shall be one ($1.00) dollar per year and Lessee's agreement to maintain and operate the Premises owned by City.

6. RIGHTS AND DUTIES OF LESSEE

(a) Lessee shall protect and maintain the Premises in good condition. Lessee shall protect and maintain the Collection in good condition and in accordance with the standards generally utilized in publicly owned art galleries and museums located in California. Lessee shall assume the responsibility for guarding and safekeeping all of the Premises and the Collection located on the Premises.

(b) Lessee shall maintain the Premises and Collection in such a manner as to fulfill the express purposes of this Lease. The public shall be provided with free admission to the programs to be held on the Premises with the exception of special appearances and shows of distinguished artists for which a nominal admittance charge to the public may be required. There shall not be more than two special appearances or shows per month for which a charge is made to the public without the prior written consent of the City Council on a finding that such is consistent with the purpose of the agreement and is in the best interests of the public.

(c) The Museum shall be open to the public for a minimum of seven hours per day six days per week. The Premises may be closed on the following holidays: New Year's Day, Martin Luther King, Presidents Day, ½ day Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Veterans Day, ½ day Christmas Eve, Christmas Day, ½ day New Year's Eve. Lessee shall follow the City's Rules and Regulations, in effect at the time, for events held outside the buildings on the Premises.

(d) Except as otherwise provided in subparagraph (b) of this paragraph, special

appearances, exhibitions or shows may be held on the Premises as determined by the Board of Directors of Lessee.

(e) Lessee solicited sales of artifacts and other items of art or any other items on the Premises other than cards, prints, art books and supplies shall be limited and sold only in accordance with rules established by the Lessee and approved by the City Council as in keeping with the purposes of the Lease.

(f) Lessee shall provide at no cost to City and throughout the term of this Lease, an adequate and competent staff to enable the art gallery, museum and other facilities to function in accordance with generally approved art gallery and museum practices.

(g) Lessee shall provide the City annually with an independently audited balance sheet and income statement produced by a Certified Public Accountant.

(h) Lessee shall keep the Premises and the Collection free and clear from any liens, charges or claims including, but not limited to, any liens, charges or claims arising out of any work performed thereon, material furnished, or any type of obligation or activity incurred by Lessee, whether relating to the Premises, Collection or otherwise.

(i) Lessee shall not make any interior renovation or remodeling changes or new construction or make any major changes to the Premises or remove any objects, which are not the property of the Lessee, without the prior written consent of the City.

(j) In November of each year, the City and Lessee shall jointly conduct an inspection of the Museum and the inside and outside of all Buildings located on the Premises. Thereafter City and Lessee shall jointly work to decide what maintenance and repair work needs to be done on the Premises. In the event of a disagreement between City and Lessee on this issue, the City shall decide what maintenance and repair work needs to be done.

(k) All improvements made by Lessee during the Lease term shall become the property of City unless otherwise agreed to in writing. At the termination or expiration of the Lease, any equipment or property owned by Lessee shall be removed at Lessee's expense. Lessee shall repair any damage caused by such removal. Any equipment or property left on the Premises by Lessee after termination or expiration of the Lease shall become the property of City. If equipment or property is left by Lessee which City does not wish to keep,

City may remove such equipment or property and the cost of removal shall be a charge against and an obligation of Lessee.

(l) During the term of this Lease, Lessee shall maintain at Lessee's sole cost, the types of insurance policies listed in Exhibit B, attached and incorporated herein by reference.

Lessee shall not be required to maintain fire insurance on the buildings on the Premises.

(m) Lessee shall pay all charges for utilities, labor and otherwise, except the following which shall be paid by City:

1. Electric service to meet the needs for lighting, heating and air conditioning of each building;

2. Water service for on-site human and landscaping needs;

3. Sanitary sewer service charges attributable to such leased Premises;

4. Janitorial service restricted to routine cleaning of the Premises;

5. Landscaping maintenance on the Premises.

(n) Lessee shall not assign or sublet this Lease or any part thereof without prior written consent of City. City hereby consents to the use of a portion of the Pavilion Area by the Santa Clara Players provided such use is subject to termination by City at any time without cause. City also consents to Lessee authorizing the use of the Premises for weddings, receptions, anniversaries, parties and other similar purposes. Except as otherwise provided herein, any assignment or subletting without consent shall be void and shall, at the option of City, terminate this Lease. Likewise, this Lease shall not, nor shall any interest therein, be assignable as to interest of Lessee, by operation of law or otherwise, without the written consent of City.

(o) Lessee shall permit City and its employees to enter into and upon said Premises at all reasonable times for purposes of performing the functions it is obligated to do under the terms of this Lease and for the purpose of inspecting the same, making repairs, posting signs, all without liability to Lessee, but City unless otherwise specifically obligated, shall not be obligated to make any repairs of any nature whatsoever.

(p) In addition to all other sums agreed to be paid and services performed, Lessee shall pay all taxes on said Premises, including possessory interest taxes to the extent such may be assessed during the term of this Lease.

(q) Lessee shall comply with all laws during the term of this Lease, including municipal, state and federal regulations.

(r) City owns and controls the parking lot located to the east of the Premises. City may use this parking area as it sees fit. Subject to City's priority and as long as it does not conflict with City's use of this parking area, Lessee may use the parking area for parking motor vehicles by its officers, employees, visitors, patrons, suppliers and others while such persons are making use of the Premises or are otherwise engaged in activities on the Premises.

(s) Lessee is responsible for providing the City with a Public Use Plan that includes a Public Access Schedule for the Jamison-Brown House no later than 60 days after this Lease is implemented; The Plan and any modifications or amendments to the Plan must be approved by the City.

(t) Lessee's additional maintenance responsibilities are described in Paragraph 8 of this Agreement.

7. DUTIES OF CITY

(a) City's maintenance responsibilities are described in Paragraph 8.

(b) City shall be obligated to furnish fire insurance on the buildings located on the Premises.

(c) City shall pay for the cost of utilities and services used on the Premises as described in subparagraph (m) of Paragraph 6.

(d) City may, in its sole discretion, contribute funds and services, in addition to those set forth in paragraph 8 below, to assist Lessee in the maintenance and operation of the Premises.

8. MAINTENANCE

(a) City shall bear the cost and responsibility for maintaining the following:

(1) Janitorial services provided at the same level as City Hall.

(2) The exterior of all the buildings on the Premises, including the roofs.

(3) The following building systems: heating, ventilation, air conditioning, circulating pumps, motors, fans, fire protection equipment, and humidity controls.

6/23/98
6/23/98

(4) Major components of the electrical, plumbing, and sewer systems.

(b) Lessee shall bear the cost and responsibility of maintaining the interior of all the improvements and buildings on the Premises, making routine repairs and replacements as necessary or as directed by the City.

(c) Lessee shall bear the cost and responsibility of maintaining the following at the same level as the City Hall buildings are maintained:

(1) The interior of all the improvements and buildings on the Premises.

(2) With regard to the Jamison-Brown House, Lessee shall be responsible for normal interior maintenance and minor interior and cosmetic repairs, not including repair of dry rot or termite damage, and shall insure that such work will be performed using as a resource the standards as set forth in The Secretary of The Interior's Standards for Rehabilitation and the State Historic Building Code, if applicable. It is the intention of the Parties that City will seek alternative sources of funding to help rehabilitate the Jamison-Brown House.

(3) The building security alarm system.

(4) Art objects located on the grounds outside the building.

9. INVENTORY AND OWNERSHIP OF COLLECTION

The Collection shall be owned by the City or Lessee as specified in the list entitled "Inventory and Ownership of Triton Museum of Art Collection" and on file in Lessee's office and the Office of the City Clerk of City. Any additions to the Collection received subsequent to the date of this Lease shall be City's property unless donor expressly indicates in writing that it is not a gift to City. Lessee shall report to the City every year concerning the ownership of additions to the Museum and City Collections. The reporting date shall be no later than June 1st of each year. Each report and inventory shall bear a certificate of Lessee certifying its completeness and accuracy and it shall be presented by Lessee to the City at the

times indicated above. Lessee shall take no action to discourage the making of any gifts to the City. In accumulating the Collection, no acquisition during the Lease term, including extensions thereof, shall be transferred, hypothecated or in any way disposed of or encumbered without the prior written approval of the City Council of City. Lessee shall establish a suggested policy by January 1, 1999, which can be used as a guide to determine whether proposed gifts of art to City will be accepted or rejected. Said policy shall be reviewed by and modified as determined by the City Council. After the policy is adopted by the City Council, it will be implemented and administered by Lessee, acting on behalf of City. No conditions shall be attached to gifts of art to the City, unless such conditions are expressly approved by City.

10. WAIVER, INDEMNIFICATION, AND HOLD HARMLESS BY LESSEE

Lessee hereby expressly waives all claims against City, its City Council, or any officer, employee or agent of said City for damages to material, goods, wares, merchandise or equipment in, upon or about said Premises; or for injury or damage to any person or persons, either Lessee, its agents, or third persons in or about the Premises from any cause arising at any time; or for damage to adjoining property from any cause whatsoever; except for claims arising out of the sole negligence of City or any City officer, employee or agent.

In no case will City, its City Council, or any officer, employee or agent of said City, be liable, answerable, or accountable in any manner for any loss, damage, or liability associated with or in consequence of this Lease; except for claims arising out of the sole negligence of City or any City Officer, employee or agent. Lessee shall indemnify, defend and save harmless City, its officers, employees, and agents, from all claims, liability, cost, loss, obligations and expenses, howsoever same may be caused, and including reasonable attorney's fees, for any loss or damage to property and for any injury to or death of, or damage to, any person arising out of this Lease or in consequence thereof, except for the sole negligence of any City officer, employee or agent.

11. INSOLVENCY OR BANKRUPTCY

If Lessee shall at any time during the Lease term, including extensions thereof, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Lessee shall be appointed in any suit or proceeding brought by or against Lessee, or if Lessee shall make an assignment or composition for the benefit of creditors, then and in each

and every such case, as well as upon the corporate dissolution of Lessee or its loss of nonprofit corporate status, any and all such property of Lessee, not previously disposed of with the prior written approval of the City Council of City shall be and become the property of City without any consideration therefor and Lessee consents and agrees to execute all documents necessary or convenient to accomplish this transition of title without cost or expense to City.

Either (a) the appointment of a receiver (except a receiver appointed at the insistence of City in any action against Lessee) to take possession of all or substantially all of the estate of Lessee, (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

12. PROVISIONS ARE BINDING ON SUCCESSORS

The covenants, conditions, terms and agreements contained in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors in interest, executors, administrators and assigns of all the Parties.

13. WASTE/ILLEGAL PURPOSES

Lessee shall not commit, suffer, allow, or permit any waste or any nuisance on the Premises and shall not use, suffer, allow or permit the use of the Premises for any illegal or immoral purpose.

14. NOTICES

All notices herein provided to be given or which may be given by either Party to the other shall be deemed to have been fully given to City or to Lessee when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

to City as follows:

City of Santa Clara
Attention: City Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 984-3101
or by facsimile at (408) 241-6771

or, to Lessee as follows:

Triton Museum of Art
1505 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 247-3754
or by facsimile at (408) 247-3796.

The address to which the notices shall be mailed as aforesaid to either Party may be changed by written notice given by such Party to the other, as provided herein, and nothing contained herein shall preclude the giving of any such notice by personal service.

15. **TERMINATION FOR CAUSE**

(a) City, at its option, may declare this Lease terminated in its entirety, in the manner provided in subparagraphs (c), (d) and (e) hereof if Lessee fails in the performance of any condition of this Lease.

(b) Lessee, at its option, may declare this Lease terminated in its entirety, in the manner provided in subparagraphs (c), (d) and (e) hereof if City fails in the performance of any condition of this Lease.

(c) Subject to the provisions of subparagraphs (d) and (e) hereof, no termination declared by either Party shall be effective unless and until not less than sixty (60) days have elapsed after issuance of a written Notice of Termination by either Party to the other specifying the date upon which such termination shall take effect and the cause for which the Agreement is being terminated. In addition, no termination shall occur if such default is cured within the sixty (60) day period.

(d) Notwithstanding anything to the contrary in subparagraph (c) above, if one Party has given the other Party notice of violation of this Lease, and the other Party has cured the violations within sixty (60) days on two prior occasions for basically the same type of violation, the Party giving the notice of a third violation of basically the same type may terminate this Lease by giving sixty (60) days prior notice without the right to cure the violation. The provisions of this subparagraph (d) shall apply where the three violations have occurred within a three-year period.

(e) Notwithstanding anything to the contrary in subparagraphs (c) and (d) above,

if City has given Lessee notice of violation of subparagraph 6(a) of this Lease, relating to protection and maintenance of the Collection and Lessee has cured the violation within sixty (60) days on one prior occasion, City, upon giving the notice of a second violation of subparagraph 6(a) relating to protection and maintenance of the Collection, may terminate this Lease by giving sixty (60) days prior notice thereof without the right to cure the second violation. The provisions of this subparagraph (e) shall apply where the two violations have occurred within a two (2) year period.

16. SURRENDER OF LEASE NOT MERGER

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall at the option of City, terminate all or any existing subleases or subtenancies, or may, at the option of City, operate as an assignment to it of any and all such sub-leases or subtenancies.

17. WAIVER

The waiver by City of a breach of any covenant, condition, term or agreement herein contained shall not be deemed to be a waiver of the same or other covenant, condition, term or agreement contained herein, or any subsequent breach of the same or any other covenant, condition, term or agreement herein contained. Subsequent acceptance by City of any performance shall not be deemed to be said waiver regardless of City's knowledge of such preceding breach at the time of the acceptance of such performance.

18. EXERCISE OF CITY'S RIGHTS

The exercise of any remedy, right, option, or privilege hereunder by City shall not preclude City from exercising the same or any and all other remedies, rights, options and privileges hereunder the City's failure to exercise any remedy, right option or privilege hereunder shall not be deemed a waiver of that or any other remedy, right, option, or privilege, at law or equity, or otherwise which City may have. Subsequent acceptance by City of any performance shall not be deemed to be said waiver.

19. DESTRUCTION OF THE PREMISES

If a partial destruction of said Premises has occurred, from any cause, during the term of this Lease, other than by the acts or omissions of Lessee, negligent or not, City shall either make necessary repairs or declare this Lease to be terminated by

notice to Lessee.

20. **AMENDMENT**

This Lease may be amended only by a duly executed written document, signed by the Parties, and subject to approval by the City Council if needed, and any amendment shall not be effective unless and until all steps herein, which are hereby declared to be conditions precedent, are complete.

21. **HAZARDOUS WASTE**

All inflammable and hazardous material shall be handled and stored by Lessee according to standards established by the City Fire Department.

Any spill of contaminated or hazardous material shall be cleaned up by Lessee in accordance with the applicable laws, ordinances and regulations.

22. **TIME**

Time shall be of the essence of this Lease.

23. **RELATIONSHIP TO THE SERVICES RENDERED**

Lessee is an independent contractor in providing materials and services, and in doing the work in accordance with the terms and conditions herein contained and shall in no event be deemed an employee of the City.

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

CITY OF SANTA CLARA (City)

Approved as to form:

ROLAND D. PFEIFER
Assistant City Attorney
Date: 4/14/98

By: Judy Nadler
JUDY NADLER
Mayor
Date: _____

By: Jennifer Sparacino
JENNIFER SPARACINO
City Manager
Date: 4-14-98

Attest:

J. E. Boccignone
J. E. BOCCIGNONE
City Clerk/City Auditor
Date: 4/27/98

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408)984-3100
Fax: (408)241-6771

"City"

TRITON MUSEUM OF ART (Lessee)

By: Richard S. Gourley
RICHARD S. GOURLEY
Chair of the Board

By: _____
GEORGE RIVERA
Executive Director

1505 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408)247-3754
Fax: (408)247-3796
Date: 4.7.98

"Lessee"

[I:\VOL2\DATA\WP\LEASES\TRITON.019]

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

EXHIBIT A1

EXHIBIT A2

DESCRIPTION - CITY OWNED LANDS - NORTH OF WARBURTON AVENUE, EAST OF DON AVENUE

EXHIBIT A1
LEGAL DESCRIPTION
AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Beginning at a point on the easterly line of Don Avenue, distant thereon South 86°25'00" West, 287.80 feet, thence along the arc of a curve concave to the east, from a tangent bearing South 20°33'09" West, having a radius of 160.73 feet, through a central angle of 18°23'10", and an arc length of 51.58 feet from the most westerly point of Tract No. 1468 recorded in Book 55 of Maps, at page 54, Santa Clara County Records;

Thence, from said Point of Beginning, North 86°13'36" East, 61.04 feet;

Thence, North 86°27'35" East, 75.85 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 15 feet, through a central angle of 25°20'57", and an arc length of 6.64 feet;

Thence, South 68°11'28" East, 11.44 feet;

Thence, along an arc of a tangent curve concave to the north, having a radius of 15 feet, through a central angle of 25°23'05", and an arc length of 6.65 feet;

Thence, North 86°25'27" East, 53.61 feet;

Thence, along an arc of a tangent curve concave to the north, having a radius of 15 feet, through a central angle of 26°04'27", and an arc length of 6.83 feet;

Thence, North 60°21'00 " East, 10.82 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 15 feet, through a central angle of 25°34'38", and an arc length of 6.70 feet;

Thence, North 85°55'38" East, 14.22 feet;

Thence, along an arc of a tangent curve concave to the southwest, having a radius of 30 feet, through a central angle of 69°59'51", and an arc length of 36.65 feet;

Thence, South 24°04'31" East, 8.77 feet;

Thence, along an arc of a tangent curve concave to the west, having a radius of 6 feet, through a central angle of 62°25'10", and an arc length of 6.54 feet;

Thence, South 38°20'39" West, 21.02 feet;

Thence, South 24°24'04" East, 209.76 feet;

Thence, South 24°32'59" East, 61.80 feet;

Thence, North 34°53'33" L t, 21.94 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 2 feet, through a central angle of 120°36'42", and an arc length of 4.21 feet;

Thence, South 24°29'44" East, 86.36 feet;

Thence, along an arc of a tangent curve concave to the northwest, having a radius of 2 feet, through a central angle of 129°22'03", and an arc length of 4.52 feet;

Thence, North 75°07'41" West, 9.34 feet;

Thence, from a tangent bearing South 42°35'49" West, along the arc of a curve concave to the southeast, having a radius of 927.59 feet, through a central angle of 15°26'39", and an arc length of 250.03 feet;

Thence, North 86°05'25" East, 15.54 feet;

Thence, along an arc of a tangent curve concave to the southwest, having a radius of 6 feet, through a central angle of 93°42'40", and an arc length of 9.81 feet:

Thence, South 00°11'55" East, 39.23 feet to a point in the northerly line of Warburton Avenue;

Thence, from a tangent bearing North 63°33'31" West, along the northerly line of Warburton Avenue, being an arc of a curve concave to the northeast, having a radius of 565 feet, through a central angle of 2°38'17", and an arc length of 26.01 feet;

Thence, North 60°55'14" West, 232.08 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 635 feet, through a central angle of 7°15'08", and an arc length of 80.38 feet to a point of reverse curvature;

Thence, from said point of reverse curvature along the arc of a tangent curve concave to the northeast, having a radius of 20 feet, through a central angle of 83°50'40", and an arc length of 29.27 feet to a point of reverse curvature;

Thence, from last said point of reverse curvature, along the arc of a tangent curve concave to the west, having a radius of 280 feet, through a central angle of 16°02'39", and an arc length of 78.41 feet;

Thence, North 00°22'20" West, 321.59 feet, along the easterly line of Don Avenue;

Thence, along an arc of a tangent curve concave to the east, having a radius of 160.73 feet, through a central angle of 2°32'19", and an arc length of 7.12 feet to the Point of Beginning; and,

Containing an area of 170,663 square feet, more or less, excluding the 5,299 square feet occupied by the Headen-Inman House.

EXHIBIT A2

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

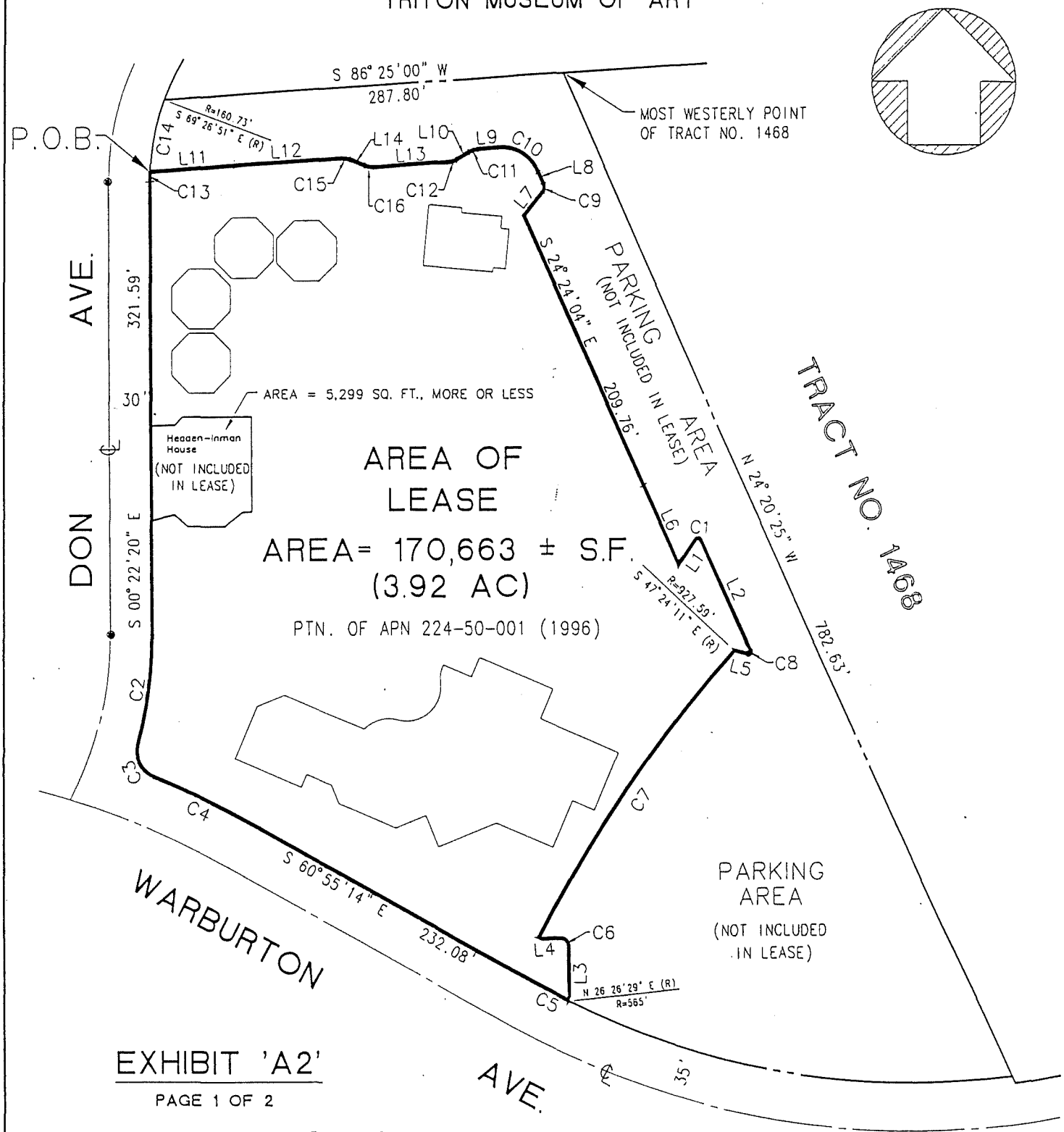


EXHIBIT 'A2'

PAGE 1 OF 2

3-16-98

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Revised		8-27-97
Drawn By	HL	7-30-97
Checked By		3-16-98
Approved By		Date 3-16-98

BRUCE C. AUGASON
CITY ENGINEER

CITY OF SANTA CLARA

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART
N\E WARBURTON AVE. & DON AVE.

Scale 1"=100'

Ref. SC 17,234

Tracing No. 10.656-A

10,656-A

EXHIBIT A2

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 34°53'33" E	21.94'
L2	S 24°29'44" E	86.36'
L3	S 00°11'55" E	39.23'
L4	N 86°05'25" E	15.54'
L5	N 75°07'41" W	9.34'
L6	S 24°32'59" E	61.80'
L7	S 38°20'39" W	21.02'
L8	S 24°04'31" E	8.77'
L9	N 85°55'38" E	14.22'
L10	N 60°21'00" E	10.82'
L11	N 86°13'36" E	61.04'
L12	N 86°27'35" E	75.85'
L13	N 86°25'27" E	53.61'
L14	S 68°11'28" E	11.44'

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	2.00'	120°36'42"	4.21'
C2	280.00'	16°02'39"	78.41'
C3	20.00'	83°50'40"	29.27'
C4	635.00'	7°15'08"	80.38'
C5	565.00'	2°38'17"	26.01'
C6	6.00'	93°42'40"	9.81'
C7	927.59'	15°28'39"	250.03'
C8	2.00'	129°22'03"	4.52'
C9	6.00'	62°25'10"	6.54'
C10	30.00'	69°59'51"	36.65'
C11	15.00'	25°34'38"	6.70'
C12	15.00'	26°04'27"	6.83'
C13	160.73'	2°32'19"	7.12'
C14	160.73'	18°23'10"	51.58'
C15	15.00'	25°22'57"	6.64'
C16	15.00'	25°23'05"	6.65'

EXHIBIT 'A2'

PAGE 2 OF 2

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Revised			
Drawn By	HL	7-30-97	CITY OF SANTA CLARA
Checked By	DP	3-16-98	AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART
Approved By	DP	Date 7-16-98	N\E WARBURTON AVE. & DON AVE.
BRUCE C. AUGASON CITY ENGINEER			

Scale 1"=100'

Ref. SC 17.234

Tracing No. 10,656-A

10,656-A

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

EXHIBIT B

INSURANCE REQUIREMENTS FOR LESSEE:

Lessee, at its sole cost and expense shall purchase and maintain insurance on all of its operations under this Lease for the full term of this Lease and the related warranty period (if applicable) as well as products/completed operations coverage for three (3) years following completion of Lessee's activities under this Lease and acceptance by the City as follows:

1. **MINIMUM SCOPE AND POLICY LIMITS OF INSURANCE**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the City:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

$1,000,000 each occurrence (combined single limit);
$1,000,000 for personal injury liability;
$1,000,000 aggregate for products-completed operations; and,
$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Lessee's activities under this Lease.

b. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL").**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million ($1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million ($1,000,000) dollars policy limit BI by disease; and, one million ($1,000,000) dollars each employee BI by disease.

c. Lessee shall maintain fire and comprehensive insurance on the contents of the buildings and the Collection, including the art objects and sculptures located within and outside the buildings on the Premises.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the City before work is begun pursuant to this Agreement. With respect to the City, its City Council, Commissions, officers, employees, volunteers and agents, Liberty Mutual provides a financial guarantee to its Insured supported by Letter of Credit guaranteeing remittance of deductible.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the insurance policies indicated in parentheses below:

a. The City of Santa Clara, its Council, employees, and officers are hereby added as additional insureds in respect to all liabilities arising out of Lessee's performance of activities under this Lease (CGL & AL);

b. This policy shall be considered primary insurance in respect to any other valid and collectible insurance City may possess, including any self-insured retention City may have, and, any other insurance City does possess shall be considered excess insurance only and shall not be called upon to contribute with this insurance (CGL & AL);

c. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to City at the address set forth below (CGL AL & WC/EL);

4. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**.

A Certificate of Insurance, on an Accord or similar form, and completed coverage verification shall be provided to City by each of Lessee's insurance companies as

evidence of the stipulated coverages prior to commencement of the Effective Date of this Lease, and annually thereafter for the term of this Lease. All of the insurance companies providing insurance for Lessee shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Office of the City Clerk
Attention: Office of the City Manager
1500 Warburton Avenue
Santa Clara, California 95050

AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
TRITON MUSEUM OF ART

PREAMBLE

This agreement ("Amendment No. 1") is by and between Triton Museum of Art, a California nonprofit corporation, with its principal place of business located at 1505 Warburton Avenue, Santa Clara, CA 95050 ("Lessee"), 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 Lessee 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 Lease and Operation of Triton Museum of Art", dated April 16, 1998 (the "Original Agreement");

B. The term of the Original Agreement was twenty (20) years ending on April 15, 2018 with two additional five (5) year terms to extend the term;

C. The Original Agreement provided for conditions and limitations on the number of special appearances and operating days/hours; and,

D. The Parties now wish to extend the term and modify certain operating conditions.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

A. That Section 3 of the Original Agreement, entitled "Agreement for Lease and Operation of Triton Museum of Art" is hereby amended by deleting the existing Section 3 in its entirety and replacing it with the following:

The term of this Lease is for twenty-five (25) years, commencing on April 16, 1998 and ending on April 15, 2023. The Parties may mutually agree to renew this Lease for an additional five-year term. Upon giving no less than two (2) years advance written notice to the other Party, either Party by an affirmative vote of two-thirds (2/3) of the members of the governing body may terminate this Lease prior to the stated termination date if either Party determines that it can no longer continue to work with the other in the spirit of cooperation intended under Recital D of this Lease, or if either Party determines that it does not have sufficient funds

to continue to carry out its obligations under this Lease. The Parties may also terminate this Lease as set forth elsewhere in this Lease.

B. That paragraph (b) of Section 6 of the Original Agreement, entitled "Agreement for Lease and Operation of Triton Museum of Art" is hereby amended to read as follows:

Lessee shall maintain the Premises and Collection in such a manner as to fulfill the express purposes of this Lease. The public shall be provided with free admission to the programs held on the Premises with the exception of special appearances and shows of distinguished artists for which a nominal attendance charge to the public may be required. There shall not be more than 36 special appearances or shows per year for which a charge is made to the public without the prior written consent of the City Manager's Office. The special appearances and shows should not impact the public's normal access to the Museum.

C. That paragraph (c) of Section 6 of the Original Agreement, entitled "Agreement for Lease and Operation of Triton Museum of Art " is hereby amended to read as follows:

The Museum shall be open to the public for a minimum six hours per day six days per week. The Premises may be closed on the following holidays: New Year's Day, Martin Luther King, President's Day, ½ day Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Veterans Day, ½ day Christmas Eve, Christmas Day, ½ day New Year's Eve in addition to closing for maintenance and exhibition installation. The Museum will be required to notify the City Manager's Office of closures for maintenance and exhibition installation. Lessee shall follow the City's Rules and Regulations, in effect at the time, for events held outside the buildings on the Premises.

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:

for BRIAN DOYLE
City Attorney

Dated: 4/13/2017

/s/ DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

FOR JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

TRITON MUSEUM OF ART
a California non-profit corporation

Dated: 3-16-2017

By: _____
(Signature of Person executing the Agreement on behalf of Museum)

Name: Jill Meyers

Title: Executive Director

Local Address: 1505 Warburton Ave.
Santa Clara, CA 95050

Email Address: jbmeyers@tritonmuseum.org

Telephone: (408) 247-5288

Fax: N/A

"LESSEE"

AMENDMENT NO. 2
TO THE AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TRITON MUSEUM OF ART

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Triton Museum of Art, a California nonprofit corporation, (Lessee). City and Lessee 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 Lease and Operation of Triton Museum of Art", dated April 16, 1998 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated April 13, 2018, and is again amended by this Amendment No. 2. 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 extending the term of the Agreement and modifying certain operating conditions, and the Parties now wish to amend the Agreement as Amended to further extend the term of the Agreement by an additional five years, make clarifications regarding certain operating conditions, and update insurance requirements.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3 of the Agreement as Amended, entitled "Term" is amended to read as follows:

   The term of this Lease is for thirty (30) years, commencing on April 16, 1998, and ending on April 15, 2028. Upon giving no less than two (2) years of advance written notice to the other Party, either Party by an affirmative vote of two-thirds (2/3) of the members of the governing body may terminate this Lease prior to the stated Termination Date if either Party determines that it can no longer continue to work with the other in the spirit of cooperation intended under Recital D of this Lease, or if either Party determines that it does not have sufficient funds to

continue to carry out its obligations under this Lease. The Parties may also terminate this Lease as set forth elsewhere in this Lease.

2. Paragraph (b) of Section 6 of the Agreement as Amended, entitled "Rights and Duties of Lessee" is amended to read as follows:

   Lessee shall maintain the Premises and Collection in such a manner as to fulfill the express purposes of this Lease. The public shall be provided with free admission to the programs held on the Premises with the exception of special appearances and shows of distinguished artists for which a nominal attendance charge to the public may be required. Examples of such special appearances and shows include, but are not limited to, concerts and speakers. There shall not be more than 36 special appearances or shows per year for which a charge is made to the public without the prior written consent of the City Manager's Office. The special appearances and shows should not impact the public's normal access to the Museum.

3. Exhibit B of the Agreement as Amended, entitled "Insurance Requirements for Lessee" is amended to read as follows:

   Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

   A. MINIMUM SCOPE AND LIMIT OF INSURANCE

   Coverage shall be at least as broad as:

   1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

   2. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease. (This applies to lessees with employees).

   3. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Lessee shall maintain fire and comprehensive insurance on the contents of the buildings and the Collection, including the art objects and sculptures located within and outside the buildings in the Premises.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10).

2. Primary Coverage: For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Legal Liability Coverage: The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

4. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

5. Waiver of Subrogation: Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

7. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

8. Verification of Coverage: Lessee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. Special Risks or Circumstances: City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4. 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: 4/6/23

GLEN R. GOOGINS
City Attorney

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"

TRITON MUSEUM OF ART
a California nonprofit corporation

Dated: March 8, 2023
By (Signature):
Name: Pilar Furlong
Title: President of the Board
Principal Place of Business Address: 1505 Warburton Ave. Santa Clara, CA 95050
Email Address: pfurlong@bwcmail.com
Telephone: (408) 568-0756
Fax: N/A

"LESSEE"

26-483 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Execute an Agreement with Bear Electrical Solutions, LLC for Traffic Signal Maintenance, Repair, and Support Services

BACKGROUND

The Department of Public Works (DPW) is responsible for operating, maintaining, and managing projects associated with approximately 145 traffic signals, 16 pedestrian hybrid beacons, 24 flashing beacons, 36 radar speed feedback signs, six lighted crosswalks, a reversible lane system on Lafayette Street, and 10 permanent changeable message signs on Tasman Drive and Great America Parkway in northern Santa Clara.

In an effort to ensure the safe and reliable operation of this infrastructure, the City uses a specialized contractor to provide dedicated resources for traffic signal maintenance, repair, and support services including construction support, underground service alert calls, and other as-needed services related to traffic signal cameras and various other traffic signal infrastructure.

On April 6, 2021, the City Council awarded a purchase order to Bear Electrical Solutions, LLC for traffic signal maintenance, repair, and support services. The purchase order expired on April 15, 2026. Staff conducted a solicitation and is seeking to enter into a new agreement to ensure continuity of these important services.

DISCUSSION

Pursuant to Section 2.105.140(c) of the Santa Clara City Code (City Code), a formal Request for Proposals (RFP) was conducted with the award recommendation to the overall highest-ranked proposer based on best value.

On February 17, 2026, staff published the RFP for traffic signal maintenance, repair, and support services on the City's e-procurement system. A total of 24 companies viewed the RFP, and two proposals were received from the following firms:

- Bear Electrical Solutions, LLC (Bear Electrical)
- St. Francis Electric, LLC

Proposals were evaluated by a panel comprised of three evaluators from DPW in accordance with the RFP evaluation criteria, including firm experience, qualifications, technical capabilities, and cost. Based on the evaluation, the panel determined that Bear Electrical's proposal represented the best value to the City and recommended award accordingly. On April 13, 2026, a Notice of Intended Award was subsequently issued to notify respondents of the selection.

Staff issued an interim purchase order to Bear Electrical in the amount of $200,000 to continue these essential services between the expiration of the existing purchase order and execution of a new agreement. In accordance with Section 2.105.300(a) of the City Code, the City Manager is authorized to execute purchase orders and agreements on behalf of the City in amounts up to and including $250,000.

Staff requests City Council authorization to execute an agreement with Bear Electrical for traffic signal maintenance, repair, and support services for a total not-to-exceed amount of $9,603,030. This amount includes the initial five-year term, up to two one-year options, and a 10% contingency. The initial term of the agreement is five years, starting on or around July 1, 2026 and ending on or around June 30, 2031. The City may, at its sole discretion, exercise up to two one-year options to extend the term through 2033, with any increases in compensation remaining within the total not-to-exceed maximum compensation reflected below.

Table 1 summarizes the maximum compensation for this agreement.

Table 1 - Contract Maximum Compensation

Description	Amount
Initial Term Year 1 of 5 Term (07/01/2026 - 06/30/2027)	$1,153,660
Initial Term Year 2 of 5 Term (07/01/2027 - 06/30/2028)	$1,188,460
Initial Term Year 3 of 5 Term (07/01/2028 - 06/30/2029)	$1,212,045
Initial Term Year 4 of 5 Term (07/01/2029 - 06/30/2030)	$1,231,880
Initial Term Year 5 of 5 Term (07/01/2030 - 06/30/2031)	$1,251,065
Option Year 1 (07/01/2031 - 06/30/2032)	$1,313,618
Option Year 2 (07/01/2032 - 06/30/2033)	$1,379,299
Contingency (10%)	$873,003
Total Not-to-Exceed Maximum Compensation	$9,603,030

Compensation under the agreement is based on fixed unit pricing per intersection for preventative maintenance services and time and materials for additional as-needed services. Pricing is fixed for the initial five-year term, after which the contractor may request rate adjustments no more than once annually. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the contractor to the satisfaction of the City. Option Years 1 through 2 assume an annual price increase of 5%.

A contingency is included to account for unanticipated service requirements and potential rate increases exceeding the assumed amount. Staff will monitor and manage expenditures throughout the term of the agreement based on operational needs, to ensure that costs remain within the authorized maximum compensation.

Under the proposed agreement, Bear Electrical will provide comprehensive traffic signal maintenance, repair, and support services on an as-needed basis. Services include the implementation of a routine preventative maintenance program for the City’s traffic signal system consisting of annual inspections, testing, cleaning, repairs, and minor replacements for traffic signals,

beacons, radar feedback signs, and lighted crosswalks.
The Agreement includes prevailing wage requirements.

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

Funding for the construction-related support is available in several capital projects including Traffic Pre-Emptors (CIP 533-1218), Traffic Signal Enhancements (CIP 533-1219), Retroflective Borders on Traffic Signal Backplates (CIP 533-1294), and Traffic Signal Interconnect (CIP 533-1232) in the Streets and Highways Capital Fund in FY 2026/27. Funding for the general signal maintenance portion of the agreement is budgeted in the Department of Public Works’ FY 2026/27 General Fund operating budget. The FY 2026/27 budget for signal maintenance is $835,000 and is $152,000 below the first year cost plus 10% contingency of $987,000. There is potential that the Department may be able to absorb the higher costs, however if this is not possible, it may be necessary to bring forward a budget action at a later date. Funding for future years will be factored into the operating budget; these expenditures will be subject to future appropriations of funds adopted by Council.

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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to execute the agreement with Bear Electrical Solutions, LLC for traffic signal maintenance, repair, and support services, for a not-to-exceed amount of $9,603,030, inclusive of the initial five-year term, up to two one-year option periods, and a 10% contingency, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with Bear Electrical Solutions, LLC, including exercising up to two one-year options in accordance with the agreement through 2033, and to negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Draft Agreement with Bear Electrical Solutions, LLC

powered by Legistar™

EBIX Insurance No. S200004708

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BEAR ELECTRICAL SOLUTIONS, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bear Electrical Solutions, LLC, a California limited liability company, (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

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

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 the Effective and terminate on June 30, 2031 (“Initial Term”).

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional years through June 30, 2033 (“Option Periods”) in such increments as determined by City. See Exhibit E – Notice of Exercise of Option to Extend Agreement Form. The Initial Term and Option Periods shall collectively be referred to as “Term”.

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 **NINE MILLION SIX HUNDRED THREE THOUSAND THIRTY DOLLARS** ($9,603,030), 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.

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.

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 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.

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

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.

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: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at jroque@santaclaraca.gov

And to Contractor addressed as follows:

Bear Electrical Solutions, LLC
PO Box 924
Alviso, CA 95002
and by e-mail at Contracts@bear-electrical.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.

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: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BEAR ELECTRICAL SOLUTIONS, LLC
a California limited liability company

Dated: _____

By (Signature): _____
Name: Andrew Bader
Title: President
Principal Place of Business Address: PO Box 924 Alviso, CA 95002
Email Address: Contracts@bear-electrical.com
Telephone: (408) 449-5178
Fax: N/A

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide traffic signal maintenance, repair, and support services on an as-needed basis ("Services").

1.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

2. BACKGROUND

2.1 The City of Santa Clara (City) operates and maintains approximately one hundred forty-five (145) traffic signals, sixteen (16) pedestrian hybrid beacons, twenty-four (24) flashing beacons, thirty-six (36) radar speed feedback signs, six (6) lighted crosswalks, a reversible lane system with controlling blank-out signs on Lafayette Street, and ten (10) permanent changeable message signs. The City, at its discretion, reserves the right to add or remove traffic signals, pedestrian hybrid beacons, flashing beacons, radar speed feedback signs, lighted crosswalks, reversible lane systems with controlling blank-out signs, and permanent changeable message signs.

2.2 Approximately 143 of the 145 traffic signals and 9 of the 16 pedestrian hybrid beacons are interconnected back to the City's Traffic Management Center (TMC) using either copper twisted pair or fiber optic cable. All signal interconnect and fiber optic cables are entirely owned and maintained by the City.

2.3 The City's traffic signal system is National Electric Manufacturer's Association (NEMA) based. The majority of traffic signals that are interconnected back to the City's TMC are using 2070 controllers running D4 firmware and are centrally controlled on a Kadence Advanced Traffic Management System. There is one traffic signal operating on a Traconex 390 controller that does not communicate back to the TMC that is planned for future replacement.

2.4 Controller cabinets are entirely NEMA-based with mostly TS2-Type 1 P cabinets. Auxiliary equipment also housed in some of the controller cabinets include EMTRAC preemption/priority equipment, Etherwan and Actelis communication equipment, Iteris Velocity Bluetooth travel time readers, Iteris, Econolite, and NoTraffic video detection systems, Polara APS, etc.

2.5 The City also deploys a number of Bosch and Axis CCTV cameras at traffic signals throughout the City. All CCTVs are dome cameras with full pan/tilt/zoom control. Images from CCTV cameras are transmitted back to the TMC using IP-based video over the copper and fiber network.

3. DEFINITIONS

3.1 The following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

3.1.1 **Business Hours**: Monday through Friday from 7:00 AM to 4:00 PM, excluding City holidays.

3.1.2 **City Engineer:** The Assistant Director of Public Works/City Engineer or designee.

3.1.3 **City Specifications:** City of Santa Clara Standard Specifications, See Appendix A-3.

3.1.4 **Collision**: An event or happening that is not expected, foreseen or intended, including but not limited to traffic accidents.

3.1.5 **Emergency**: When used in connection with this Agreement, shall mean a traffic collision, malfunction or occurrence that renders the traffic signal inoperable or hazardous to the orderly movement of traffic. Service rendered to emergencies shall have priority over all other services or maintenance repairs.

3.1.6 **Engineer**: The Traffic Operations Engineer, Senior Engineer, or Transportation Manager of the City of Santa Clara.

3.1.7 **Equipment**: The equipment, machinery, and/or vehicles required to perform the work described in this attachment.

3.1.8 **Fiber Optic Technician**: Primary duties are to troubleshoot and repair the fiber optic communications infrastructure. Performs all required optic testing (OTDR and power meter), fusion splicing, and installation/removal of various fiber optic equipment (termination panels, splice enclosures, etc.).

3.1.9 **Laboratory**: The designated laboratory authorized by the City to test cabinets.

3.1.10 **Overtime:** Hourly rate paid for emergency repair work or as-needed services performed under this Agreement outside Business Hours as approved by the Engineer.

3.1.11 **Preventive Maintenance**: Activity that is performed annually for the upkeep of signal equipment and traffic signal infrastructure. It includes but is not limited to checking, testing, inspecting, record keeping, cleaning,

repairing, and replacement of traffic signal equipment and traffic signal infrastructure. Also referred to as Routine Maintenance.

3.1.12 **Response Time**: The time elapsed between receipt of notification by the Contractor that service or repairs are required and the time the Contractor arrives at the location with the necessary tools, personnel, and equipment to affect such service repair.

3.1.13 **Responsive Maintenance**: The repair or replacement of failed signal equipment and traffic signal infrastructure and its restoration to safe and normal operation.

3.1.14 **Service**: When used in connection with this Agreement, shall mean that the Contractor shall proceed without undue delay and within the response time to the location of the signal system which has been reported inoperative or malfunctioning and shall service, repair, replace parts, or place in temporary operating condition, or otherwise activate damaged or inoperative equipment when notified either orally or in writing by the City′ s Traffic Division, City′s Police Department, or any other recognized City authority.

4. STANDARDS

4.1 The Contractor shall adhere to all Federal, State, Local, and Industry standards while providing services specified herein to the City which include, but not limited to, the following:

4.1.1 Caltrans Standard Plans, latest edition;

4.1.2 Caltrans Standard Specifications, latest edition;

4.1.3 City of Santa Clara Standard Details;

4.1.4 City of Santa Clara Standard Specifications, see Appendix A-3;

4.1.5 National Electric Code (NEC), latest edition; and

4.1.6 California Manual on Uniform Traffic Control Devices, latest edition.

5. PREVENTIVE AND ROUTINE MAINTENANCE REQUIREMENTS

5.1 The Contractor shall provide a routine and comprehensive preventive maintenance program to minimize incidence of outages and malfunctions and extend the useful life of the City's traffic signal system. The program shall include annual inspections to check, replace, and repair all parts of the traffic signal infrastructure.

5.2 The Contractor shall submit a work plan schedule to identify when locations will be visited to complete preventive maintenance. Should the Contractor fail to perform any items listed in this section in accordance with this schedule, the Contractor shall pay the City, as liquidated damages, $250 per calendar day for each intersection that is overdue for preventive and routine maintenance. The total amount of liquidated damages will be deducted from any subsequent invoice payment.

5.3 The Contractor shall provide annual inspections of each traffic signal, radar speed feedback sign, pedestrian hybrid beacon, pedestrian beacon, and lighted crosswalk at all locations listed in Appendix B-1. Appendix A-1 – City of Santa Clara Form TSM-1 – Traffic Signal Preventive Maintenance Form must be submitted to the City to verify completion of activities. In general, the steps to complete preventive maintenance includes:

5.3.1 Record arrival time, date, work performed, and name of traffic signal technician on Appendix A-2 – City of Santa Clara Form TSM-2 Traffic Signal Maintenance Log Form TSM-2. Retain a copy in the controller cabinet and maintenance/inventory management software system.

5.3.2 Visually inspect and verify proper operation of all signal indications, blank-out signs, full-matrix signs, pedestrian indications, beacons, in-roadway light fixtures, and radar speed feedback signs for proper operation, alignment, broken lenses, or missing parts. Align all signal and pedestrian indications as necessary. Check all pedestrian push buttons, pedestrian detectors, as well as any audible or accessible pedestrian systems for functional operation.

5.3.3 Observe and check for proper operation of the detector loops and amplifiers in relation to actual traffic demand, verifying that detector calls placing calls to the designated phases are reflected in the signal controller. Adjust or re-tune detector amplifiers and test detector loops and lead-in cables as necessary.

5.3.4 Remove all postings and adhesive material on cabinets and signal poles.

5.3.5 Check related photoelectric circuitry and adjust or repair as necessary.

5.3.6 Check power control units, controllers, and solar panels. Clean solar panels as necessary.

5.3.7 Provide Controller Cabinet Service:

5.3.7.1 Inspect all relays, switches, etc. inside signal cabinet and replace or make adjustments or minor repairs if necessary.

5.3.7.2 Inspect all screws on terminal strips inside signal cabinet and tighten connections as necessary.

5.3.7.3 Check signal cabinet for rust. Remove rust and paint over when possible. Report to the Engineer on the cause of the rust.

5.3.7.4 Check signal cabinet and service panel/box for presence of graffiti. Report any graffiti to the Engineer. If requested, remove graffiti either by brushing, wiping, or painting over it. If painting, obtain written approval from the Engineer prior to performing the work.

5.3.7.5 Check for presence of pests and mitigate appropriately.

5.3.7.6 Check and adjust signal cabinet fan operation. Reset thermostat for 90 degrees Fahrenheit.

5.3.7.7 Check and replace cabinet light in conjunction with cabinet door.

5.3.7.8 Examine interior for water, excessive dampness, and plant or animal intrusion. Determine cause and correct if necessary.

5.3.7.9 All defective or malfunctioning controller cabinet assemblies, including power supplies, power outlets, bus interface units (BIU), detector amplifiers, auxiliary equipment, and appurtenances, such as relays, load switches, flashers, transformers and related items, shall be replaced with new parts as specified in Appendix A-2 and report to the Engineer as part of the monthly activity report. For items covered under the manufacturer's warranty, the Contractor shall exercise the warranty for the City.

5.3.7.10 With respect to the traffic signal controller, when the controller becomes obsolete or deteriorated to the point of being beyond repair, the Contractor shall report such conditions to the Engineer and provide evidence that replacement is necessary. The Contractor shall prepare estimates indicating the breakdown of material and labor costs for replacement of the controller and submit this information to the Engineer. No permanent changes, including timing changes, to the traffic signal controller shall be done without prior written approval from the Engineer.

5.3.7.11 Vacuum cabinet and remove any foreign material. Replace signal cabinet filter. Check signal cabinet for water-tightness

and re-seal where necessary. Oil and lube hinges and locks.

5.3.7.12 Check signal cabinet for loose and burned terminals and repair. Check breakers and replace if necessary.

5.3.7.13 Check load switch leakage and replace if over 5v AC.

5.3.7.14 Test and certify all Conflict Monitor Units (CMU) or Malfunction Management Unit (MMU) and furnish results of the tests to the Engineer within two weeks after the month in which the test was performed. For any units found to have failed the test, the Contractor shall notify the Engineer within 24-hours.

5.3.8 Inspect video detection and Pan-Tilt-Zoom cameras for any damages, clean the camera lenses, check and secure the camera mounting, tighten all connections, verify proper detection of vehicles, and adjust detection zones as necessary.

5.3.9 Clean and polish all signal and pedestrian indication lenses and reflectors.

5.3.10 Check alignment of all vehicle signals, pedestrian signals, and any mast arm signs, including blank-out signs for tightness and tighten as necessary.

5.3.11 Check all poles and mast arms for damage and correct torque/tightness of anchor bolt nuts.

5.3.11.1 Notify the Engineer of any poles that require immediate replacement.

5.3.11.2 Inspect all traffic signal pull boxes and hand-hole locations, exposing any buried conduits and resealing conduits if necessary.

5.3.11.3 Visually check pavement condition around detector loops and reseal if necessary.

5.3.11.4 Perform operational check of safety lights by removing or covering photoelectric units.

5.3.11.5 Replace all malfunctioning safety lights when discovered by the Contractor during routine maintenance or when reported to the Contractor by the City. All new safety lights shall be LED as approved by the Engineer prior to replacement.

5.4 While completing preventive maintenance activities, the Contractor shall document existing conditions to be included in a maintenance deficiency plan.

5.4.1 For any deficiencies found, upload color, high resolution, digital photographs to the maintenance management system, and include descriptions of the deficiency on maintenance form (Appendix A-1).

5.4.2 Examples of deficiencies may include, but not limited to:

5.4.2.1 Non-LED safety lights.

5.4.2.2 Controller cabinet equipment showing age or poor physical condition.

5.4.2.3 Vehicle signals missing backplates or using 8-inch indications.

5.4.2.4 Pedestrian countdown signals and push button missing despite the presence of a crosswalk.

5.4.2.5 Service cabinets not in compliance with latest City Standards.

5.4.2.6 Conduits whose fill makes it impassable for new conductor to pass through.

5.5 The Contractor shall document and record inventory of each traffic signal location, at a minimum, including but not limited to:

5.5.1 Cabinet make and model

5.5.2 Traffic signal controller make

5.5.3 Detection equipment type and configuration (loops, video, etc.)

5.5.4 Communication equipment type (switch model)

5.5.5 Presence of auxiliary equipment such as preemption devices, PTZ cameras, travel time readers, APS, etc.

5.6 The Contractor shall enter all inventory information in the maintenance and inventory management system.

6. RESPONSIVE MAINTENANCE REQUIREMENTS

6.1 During business hours of Monday – Friday 7:00AM to 4:00PM, the Contractor shall perform responsive maintenance work on any deficiencies identified either through preventive maintenance activities or reported by the City. Responsive

maintenance includes, but is not limited to, the repair and/or replacement of the following signal equipment when necessary and after written approval from the Engineer:

6.1.1 Cabinets and all electrical hardware, vehicle signals pedestrian signals, push buttons, pedestrian APS equipment, flashing beacons, blank-out signs, cameras, fuse holders, photoelectric cells, conductors and wiring, conduits, solar panels, pull boxes, power control units, poles, bolts, and all mounting hardware, etc.

6.1.2 Repair and/or replacement of inductive pavement loops shall be done per City Specifications.

6.2 The Contractor may be required to replace traffic signal infrastructure and traffic safety devices as requested by the City if repairs have a greater cost.

6.3 The Contractor shall respond to as-needed repair services requests regarding the City's communication infrastructure, which includes, but is not limited to, fiber optic and copper interconnect cables, fiber optic jumper cables, fiber optic termination panels, fiber optic splice trays, splice closures, copper terminal blocks, ethernet switches, and ethernet cables.

6.3.1 It shall be the Contractor's responsibility to request any existing network infrastructure information (splice diagrams, locations of splice enclosures, routing of cables, etc.) from the City and perform any field work to verify existing conditions to have a clear understanding of the work to be performed. This understanding shall be reflected in the proposal for any communications work.

6.3.2 Maintenance work on the fiber optic cable infrastructure may require fiber optic cable splicing, OTDR testing, installation, and trouble shooting. Fiber optic splicing and testing shall be done per City Specifications.

6.3.3 When directed as part of the work, fiber optic splicing and testing shall be started within a 72-hour period (calendar days, including weekends). Fiber optic cable splicing that is not started within a 72-hour period will result in the Contractor paying $500 per day to the City in liquidated damages. The total amount of liquidated damages will be deducted from any subsequent invoice payment. Permission to extend the 72-hour period must be requested in writing to the Engineer (e.g. if new conduit is required).

6.4 The Contractor shall enter all responsive maintenance work in the maintenance and inventory management system.

7. EMERGENCY REPAIR REQUIREMENTS

7.1 The Contractor shall provide emergency repair services on a 24-hour, seven days a week basis, including all holidays. The Contractor shall respond without delay upon notification by the Engineer or local emergency dispatch to repair a signal failure, malfunction, or damage due to a collision, acts of nature, or any other cause. Immediate action shall be taken to safeguard the public at any time a signal installation becomes partly or fully inoperative from any cause whatsoever. Please refer to Section 10.2 regarding the required response times for emergency repairs.

7.2 Damage as a result of a collision shall include cleanup of traffic signal equipment debris from an incident, erection of barricades or signs, hookup of a temporary signal controller, temporary power generator, temporary poles, and signal if necessary, traffic control, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any impact to the traveling public.

7.3 Emergency Repairs include, but is not limited to, the following:

7.3.1 Knocked down poles and damaged conductors, controllers, cabinets, detection malfunctions resulting in non-detection including priority/preemption equipment, sensing elements, flashing beacons, and other equipment issues resulting in a blacked out/dark signal or all-red flash condition.

7.3.2 The replacement of malfunctioning vehicle signal indications shall be considered emergency repair, except when there are at least two (2) indications still operative for each direction of travel (including one mast-arm signal). Malfunctioning traffic signal indications on traffic signal mast-arms shall be replaced immediately when notified.

7.3.3 In the case of a pole knock-down where the foundation and anchor bolts are still intact, the Contractor shall make all necessary repairs with all new equipment to return the pole to its original, undamaged condition upon the initial response. No additional compensation shall be provided for subsequent work to the original damage.

7.4 Temporary repairs made under emergency conditions shall be replaced with permanent work within twenty-one (21) calendar days of the initial emergency response subject to availability of materials, unless otherwise approved in writing by the Engineer. The Contractor shall notify the Engineer of the schedule for permanent restoration and shall obtain written authorization for any extension of the 21-day period. Failure to complete permanent restoration of an emergency repair within twenty-one (21) calendar days of the initial emergency response and without prior written approval from the Engineer for an extension will result in the Contractor paying the City liquidated damages in the amount of One Thousand

Dollars ($1,000) per calendar day beyond the twenty-one (21) day period until the permanent restoration is completed and accepted by the Engineer.

7.5 The Contractor shall enter all emergency repair work in the maintenance and inventory management system.

8. CONSTRUCTION SUPPORT REQUIREMENTS (AS-NEEDED SERVICES)

8.1 If requested by the City, the Contractor shall provide construction support services for capital improvement projects. Support work includes, but is not limited to:

8.1.1 Cabinet Testing. Setup and conduct a 21-day functional test of a traffic controller cabinet as defined in the City Specifications.

8.1.2 Traffic Signal Activation. Support activation of traffic signals by verifying proper installation of cabinet assembly components, wiring connections, display of vehicle and pedestrian signals head displays, operation of loop detectors and push buttons, view of cameras, and other related tasks necessary to successfully activate a traffic signal.

8.1.3 Construction Inspection. Upon notification from the City's inspection staff, inspect locations of traffic signal construction, verify work has been completed in accordance with the City's Standard Specifications, and preparation of a punch list of any work required to be completed prior to acceptance.

8.1.4 Acceptance. Upon completion of punch list work, accept construction work on behalf of the City. If the location is not already under the list of locations in Appendix B-1, the Agreement shall be amended to include the location. Contractor shall notify the City of the new location rates or if the new location rates are at the applicable cost for preventive and responsive maintenance at proposed rates for maintenance as existing traffic signals, safety lights, radar speed feedback signs, flashing beacons, hybrid beacons, and lighted crosswalks, commencing on the date of acceptance of the installation. Upon acceptance, the Contractor shall immediately incorporate maintenance of such equipment into the program.

8.2 The contractor shall enter all construction support work in the maintenance and inventory management system.

9. UNDERGROUND SERVICE ALERT (USA) MONITORING

9.1 The Contractor shall be required to adequately locate and mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment in accordance with California Government Code Section 4216 et seq. within 24 hours of notification by the City. The Contractor shall assume all liability for satisfying

the City's obligations to adequately identify underground structures in accordance with this law.

9.2 The City anticipates 500 to 1,000 dig alerts each year around traffic signals.

10. COMMENCEMENT OF WORK

10.1 Dispatch and Response

10.1.1 The Contractor shall establish, maintain, and make available to the City, a single toll-free phone number that the City can call to request responsive and emergency repairs for the duration of the contract. This phone number shall be established and operational at Agreement initiation. This phone number shall be in service 24-hours a day, 7-days a week with a live person. The use of an automated, machine answering system will not be accepted.

10.1.2 The Contractor shall only respond to requests for service made by the City Engineer, the Engineer, Silicon Valley Power dispatch, or the City's Police Department. Compensation will not be made for unauthorized responsive maintenance or emergency repairs.

10.1.3 The Contractor is pre-authorized to perform maintenance and emergency repair work if the cost of such work is less than Two Thousand Dollars ($2,000). All work in excess of this amount must be requested in a written request and approved in writing by the Engineer prior to performing the work.

10.2 Response Time

10.2.1 Non-Emergency Responsive Maintenance Response Time

10.2.1.1 When requested by the Engineer to complete non-emergency responsive maintenance, the Contractor shall submit a written response within five (5) working days.

10.2.1.2 Each written response shall outline the work to be performed, a schedule that defines the work including start and end dates, the associated fee that includes a breakdown of labor hours, material cost, product submittals/cut-sheets for materials, and any other details that may be requested by the Engineer.

10.2.1.3 Upon written approval by the Engineer, the Contractor shall commence work no later than fourteen (14) calendar days and inform the Engineer via e-mail when work is complete.

10.2.2 Emergency Repair Response Time

10.2.2.1 When notified that traffic signal equipment is malfunctioning or is out of order due to collision damage, Acts of Nature, malicious mischief, or other unforeseen events, the Contractor shall be at the location to correct the malfunction or failure within two (2) hours of receiving a notification for emergency repair.

10.2.2.2 The Contractor shall notify the Engineer via email of any emergency repair performed by the next business day. If follow-up repairs are required, Contractor shall submit a written response that outlines the work to be performed, a schedule including start and end dates, and the associated fee that includes a breakdown of labor hours, material cost, product submittals/cut-sheets for materials, and any other details that may be requested by the Engineer. The Contractor shall submit this written response within five (5) working days of the emergency repairs being performed and inform the City Engineer via e-mail when work is complete.

10.2.2.3 It is understood and agreed that failure on the part of the Contractor to respond within the required response time will result in the Contractor paying Two Thousand and Five Hundred Dollars ($2,500) per incident to the City as liquidated damages. The total amount of liquidated damages will be deducted from any subsequent invoice payment. Repetitive failure to respond within the required time shall be sufficient cause for the City to terminate this contract.

11. TRAFFIC CONTROL AND SIGNAL SHUTDOWN REQUIREMENTS

11.1 The Contractor shall erect flags, signs, flashing lights, arrow boards, and barricades as required to properly protect the workers and traveling public when work is being performed on or near the roadway, or when cleaning debris and hauling away and disposing of damaged equipment.

11.2 All typical traffic control plans used to carry out the services in this Agreement shall conform to the 2014 California Manual on Traffic Control Devices (Revision 8), Section 12 of the 2024 Caltrans Standard Specifications, or the latest, as well as the City's current Standard Specifications. All other traffic control plans shall be approved by the Engineer in writing.

11.3 Whenever it is necessary to close any traffic lanes to complete any portion of work, at least one (1) lane of traffic shall be kept open in each direction at all times. On major arterials, lane closures shall be avoided on weekdays between 7:00 AM to 9:00 AM and between 3:30 PM and 6:00 PM, unless approved in writing in advance by the Engineer or needed for emergency work.

11.4 The Contractor shall immediately notify the Engineer, Silicon Valley Power Dispatch, and the City's Police Department of any signal turn-offs or signal on flash necessitated by work under this Agreement. Signal shutdown of any duration and signal on flash operation exceeding thirty (30) minutes must be authorized beforehand by the Engineer.

12. RESOURCES AND QUALIFICATIONS

12.1 Upon issuance of a Notice to Proceed, Contractor shall submit all personnel anticipated to work on this Agreement, including administration staff and technical staff. The Contractor shall submit resumes of all personnel and a copy of certificates to the Engineer.

12.2 The Contractor shall designate a project manager and a lead signal technician/foreman to be assigned to the City and be available during the entire length of the Agreement. The project manager shall serve as the City's main point of contact for all matters and shall obtain the Engineer's written approval to use personnel that were not submitted. The City also reserves the right to request a different project manager and/or lead signal technician/foreman to be assigned at any time during the length of the Agreement.

12.3 All personnel performing traffic signal related work within the City must have at least one (1) year of field experience and have an International Municipal Signal Association (IMSA) Level I or State of California Department of Industrial Relations Electrician certificate. The lead signal technician/foreman must have at least three (3) years of field experience and a IMSA level II certificate is desirable. All personnel demonstrate experience with the operation and maintenance of all equipment listed in the City's Standard Specifications.

12.4 All personnel performing fiber optic cable work within the City must have at least one (1) year of field experience and have an equivalent of an IMSA Fiber Optics Level I or Fiber Optic Association (FOA) Fiber Optic Technician certificate. If personnel are requested to configure network settings on devices, the personnel must have at least three (3) years of field experience and have an equivalent of a Cisco Certified Network Associate (CCNA) or Cisco Certified Network Professional (CCNP) certificate.

12.5 The Contractor shall ensure that all staff obtain necessary safety certifications and permits from the Valley Transportation Authority (VTA), Caltrain, and Union Pacific Railroad, to work in and around VTA and railroad right of way.

12.6 All personnel performing work under this Agreement shall maintain current and valid certifications for the entire duration of the Agreement. The Contractor shall provide verification of certification renewal or recertification to the Engineer upon request.

13. STORAGE FACILITIES, EQUIPMENT, AND SPARE MATERIALS

13.1 The Contractor shall maintain adequate storage and shop repair facilities to perform the services and requirements of this Agreement, including a sufficient stock of spare parts and signal equipment to perform permanent repairs to the system within 21 calendar days of the incident. Permission to extend the 21-day period must be requested in writing to the Engineer (e.g. for a new traffic signal pole).

13.2 The Contractor shall have hydraulic lift (bucket) trucks while performing work in the City. The hydraulic lift trucks shall be capable of reaching a height of at least 35 feet to perform work. Should a technician respond to a service call without proper vehicles or equipment for the work, no additional compensation shall be provided for the subsequent time, labor, and equipment.

13.3 The Contractor shall store at least spare materials equivalent to one 8-phase traffic signal, including one (1) fully tested standby cabinet and controller assembly compatible with the City's traffic signal system. All spare materials shall meet the City's Standard Specifications and shall deviate from this requirement only upon written advance approval from the City. Contractor shall provide spare equipment on a temporary basis at no additional charge to the City whenever the original units are removed for repair or servicing.

13.4 The Contractor shall furnish temporary traffic signal cabinets, control equipment, and/or signal poles as required to operate traffic signals until permanent equipment can be installed.

13.5 The Contractor shall have shop and laboratory facilities within 50 miles of the City of Santa Clara to perform all maintenance and repair of equipment. The facility shall have test equipment to perform bench tests of traffic signal controller cabinets, conflict monitors, load switches, flashers, detector amplifiers, controllers, and LEDs. The facility shall be staffed and open for meetings/inspections at any time, Monday thru Friday during normal working hours.

14. MAINTENANCE AND INVENTORY MANAGEMENT SYSTEM

14.1 Upon issuance of Notice to Proceed, the Contractor shall establish, maintain, and make available to the City, a maintenance and inventory management system that is GIS based with geographic display, geocoded, and provides the following minimum features:

14.1.1 Database – A complete database of all maintenance locations including all maintenance and repair history, equipment inventory, electronic photo images, and equipment installation date of any equipment utilized at each location.

14.1.2 Assets – Asset inventory, maintenance/repair history, and ability for future replacement and budgeting.

14.1.3 Parts – Real-time available inventoried replacement parts, current status of reordered equipment, and inventory tracking.

14.1.4 Service/Emergency Calls – A searchable record of all calls, date and time stamped at moment of receipt, dispatch, the Contractor arrival and departure times, and a description of problem(s) found and repair(s) made. All records shall be updated in real time by the Contractor.

14.1.5 Other Support Tasks – A record of all calls, requests, and pre-authorized repair work, date and time stamped at moment of receipt, dispatch, the Contractor arrival and departures times, and a description of support work performed. All records shall be updated in real time by the Contractor.

14.2 The entire system shall reside with and be hosted by the Contractor. Access to this system by the City shall be through the internet on a secured web portal using any standard web browser (e.g. Internet Explorer, Chrome, etc.). Any data populated into the system, including all data identified in items 14.1.1 to 14.1.5 in this section, shall be the property of the City.

14.3 Within thirty (30) days from the end of this Agreement, the Contractor shall provide all data to the City for its possession. The data shall be provided in both electronic and hardcopy format. Electronic format shall be in a non-proprietary format approved by the City.

15. RECORDS

15.1 The following records shall be created and maintained by the Contractor covering all signal maintenance activities. The Contractor shall provide these records to the City in both electronic and hardcopy format upon request.

15.1.1 Service Calls

15.1.1.1 A record of all service calls, repairs, and pertinent data pertaining to each individual intersection shall be kept in the controller cabinet and properly noted by the signal technician at the time of the regularly scheduled preventive and routine maintenance, responsive maintenance, and emergency repair work, or any other work or inspection performed, using a form provided by the Contractor and approved in writing by the Engineer.

15.1.1.2 Each record logged shall indicate the name of the person responding, arrival time at the location, description of the failure or problem, actions taken, and details of any repaired

or replaced parts or equipment.

15.1.1.3 The Contractor shall provide the City a monthly summary report of this log for all maintenance locations in conjunction with the monthly invoice.

15.1.2 Accounting

15.1.2.1 The Contractor shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements for the duration of this Agreement. Within thirty (30) days from the end of this Agreement, the Contractor shall provide all records to the City for its possession.

15.1.2.2 The Contractor's accounting records shall include, at a minimum, all documents which support the Contractor's costs and expenses related to this Agreement, including personnel, sub-consultant invoices, and payments, and reimbursable expenses.

15.1.2.3 The accounting records shall be made available to the City within thirty (30) days after City's request, during normal business hours.

16. MONTHLY ACTIVITY REPORT

16.1 The Contractor shall submit to the City, at the same time as the submission of monthly invoices, a report covering all work performed under this Agreement during the previous month. The monthly activity report shall be provided in electronic format to be determined by the Contractor and the City. The Contractor shall maintain a copy of the monthly activity report (either electronic or hardcopy) for the duration of this contract. The monthly report shall include at a minimum:

16.1.1 Time any service calls, including emergency calls, were received by the Contractor, time at which the call was dispatched to the technician, the arrival time of the technician at the requested location, the length of time spent repairing or diagnosing the problem, and the departure time.

16.1.2 A complete record of any and all work performed under this Agreement during the previous month, including replacement and/or installation of equipment at each location.

16.1.3 The date and time that any preventive maintenance work was performed, including work performed at night.

16.1.4 Any and all pending repair work needed at each location.

16.1.5 Within thirty (30) days from the end of this Agreement, the Contractor shall provide all records to the City for its possession.

17. MEETINGS

17.1 The Contractor shall be available to meet, when deemed necessary, with City staff at a mutually agreed upon time and place to review and discuss any items related to all work performed under this contract.

Appendix A-1
City of Santa Clara Form TSM-1 Traffic Signal Preventive Maintenance Form

City of Santa Clara
The Center of What's Possible

Public Works Department
Traffic Division

1. Location:_____ ID #_____
2. Date:_____TOA:_____TOC:_____Work Done By:_____
   Date:_____TOA:_____TOC:_____Work Done By:_____
   Date:_____TOA:_____TOC:_____Work Done By:_____
3. Controller:_____Mfr:_____S/N_____
   ___
4. Cabinet:_____Mfr:_____S/N_____
5. Utility Power: AC_____Volts DC_____Volts Ripple_____
6. BBS: Battery condition %____ # of fails:___Hrly usage:_____
   Install Date:_____

VERIFY WITH TMC
___ Check detector slots
___ Check camera view/video zones

CABINETS
___ Clean/vacuum
___ Check lock (lubricate if necessary)
___ Check/lubricate hinges
___ Check fans
___ Check/replace filters
___ Check anchor bolts
___ Check police door functions
___ Check inside/outside of cabinet
___ Check for water accumulation
___ Check weatherproof gaskets
___ Check/report Graffiti

DC/BATTERY BACKUP SYSTEM
___ Check power transfer
___ Check battery voltage
___ Check/clean solar panel

CONTROLLER & HARDWARE

___ Check switches, relays, flashers, etc
___ Check flash transfer operation (non-peak hrs.)
___ Remove and test Conflict Monitor/operation
CMU type _____
Date Tested_____
___ Check detection cards/operation
___ Check pushbutton ISO cards/operation
___ Check wire terminals/tightness
___ Check DLC terminals/soldering
___ Check Railroad/EM vehicle pre-emption
___ Check GFCI operation

Notes:

_____
_____
_____

SIGNAL HEADS

___ Check alignment
___ Check mounting hardware
___ Check/paint back plates
___ Check/clean visors
___ Check/clean lenses
___ Check gaskets
___ Check hinges & wing nuts
___ Check housing for cracking/wear
___ Check locking rings
___ Check Astro brackets for wear
___ Check LED/countdown operation
___ Check PV lamp operation/alignment
___ Check wire termination/tightness

SAFETY LIGHTS

___ Check safety light operation at night
___ Check/clean lenses
___ Check mounting hardware
___ Check gaskets

DETECTOR LOOPS/CAMERAS

___ Check detector loops/splicing
___ Check loop sealant on pavement
___ Check loop stubout/add sealant (if needed)

CAMERAS
___ Check cameras/connections/brackets
___ Clean camera lenses
___ Check camera power: AC_____volts
___ Check drip loop

SIGNAL OPERATION
___ Walk each crosswalk
___ Check/view each pedestrian signal head
___ Press each push button
___ Walk each street approach
___ Check/view each vehicle signal head
___ Observe Ø operation/signal cycling

SIGNAL POLES & MAST ARMS
___ Check bolts/welds @ arm/pole connection
___ Check end bushings/caps on arm
___ Check anchor bolts
___ Check/replace hand hole covers
___ Check terminal strips/splicing
___ Check pedestrian push buttons/plates
___ Check/report Graffiti
___ Check alignment of mast arm
___ Check horizontal & vertical angles of arms
___ Check arm/base plates for rust & cracks
___ Check base plate/dry pack
___ Check mast arm sign mounting hardware

PULL BOXES
___ Check/replace lids
___ Check conduit height
___ Check conduit bushings & tightness
___ Check ground wire
___ Check drainage/gravel
___ Check wire splices/tape
___ Clean all pull boxes from debris/insects

Notes:

_____
_____
_____

EXISTING DEFICIENCIES FOUND:

_____
_____
_____

PICTURES OF DEFICIENCIES

Staff Name**:** _____
Staff Signature**:** _____
Date: _____

Appendix A-2
City of Santa Clara Form TSM-2 Traffic Signal Maintenance Log

City of Santa Clara
The Center of What's Possible

Public Works Department
Traffic Division

LOCATION: _____ INID:_____

DATE	TOA	TOC	DESCRIPTION OF WORK	NAME

Appendix A-3
City of Santa Clara Standard Specifications

SECTION 02086

SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

1.0 GENERAL

1.1. GENERAL DESCRIPTION OF WORK

This work shall consist of traffic signal installation as provided in the Contract Documents. The performance of a complete job in all respects as indicated by the Plans and the Specifications and as directed by the Engineer is required.

2.0. PLANS AND SPECIFICATIONS

2.1 Unless otherwise specified, the work embraced herein shall conform to:

A. The Contract Documents.

B. The appropriate details of the Standard Details.

C. The appropriate specifications of the Standard Specifications insofar as the same may apply.

D. The appropriate plans of the Standard Plans.

2.2 In the event of apparent conflicts between the Standard Specifications, the Standard Plans, the Standard Details, or the Contract Documents, those requirements, as determined by the Engineer, which gives the greatest protection to the City or result in the best installation shall govern.

3.0 ACCESS TO ACTIVE CONTROLLER CABINET

No access to an active traffic signal controller cabinet or associated equipment is allowed unless a Silicon Valley Power (SVP) technician or Traffic Division Engineer is present, at the intersection, to monitor the operation of the traffic signal.

4.0 MATERIALS

4.1 LOOP DETECTOR PROTECTION AND INSTALLATION

The Contractor shall take precautions to ensure that trenching operations to install conduit do not cut existing loop detector

conductors embedded in pavement. Either of the following methods may be used by the Contractor to avoid loop conductors:

1. New conduit may be routed to pull boxes where loop conductors terminate. The existing loop termination pull boxes shall be replaced by No. 6 pull boxes.
2. New conduit may be routed under loop conductors if possible without disturbing the loop conductors.

If existing loop conductors are cut or damaged by the Contractor's operations, they shall be replaced to their original condition and original configuration at the Contractor's expense. Contact the SVP traffic personnel at least forty-eight (48) hours before trenching for exact location of existing loop conductors.

If existing loop conductors will be replaced by new loop conductors, contact SVP traffic personnel and Traffic Operations at least 48 hours prior to any trenching or sawcutting to allow for the deactivation of the existing loops and signal timing adjustments. All contact with the SVP traffic personnel and Traffic Operations and shall be made through the City's Public Works Inspector.

New loop installation shall be in accordance with Section 86 of the Standard Specifications. Type 1 loop wire shall be used along with Type B lead-in cable (86-5.01A (4)). Installation shall conform to Section 86- 5.01A (5) of the Standard Specifications. Sealant shall be Hot-Melt Rubberized Asphalt.

No loops shall be installed until pre-marking has been verified by City Traffic Operations.

Detector loops shall be laid out by the Contractor. Location of detector loops will be verified and approved by City Traffic Operations prior to start of loop saw-cutting. A minimum of 2 Working Days notice is normally required for loop verification. Verification of loop location(s) must be scheduled through the City's Public Works Inspector.

Loops located in the vehicle lanes are to be cut in a modified 6x6 Quad configuration on the traffic lane center marks approved by City personnel unless otherwise noted. Loop wiring is to be wrapped in a 3-6-3 configuration. Each individual loop will have its wiring brought into the proper pull box for connection to Type B detector lead-in cable (DLC).

Loop wiring in street shall enter a detector hand hole box to be installed at lip of gutter at transition from street to conduit. When requested or needed temporarily, soft patch asphalt material is to be applied at lip of gutter street excavation where loop wiring enters

conduit. Soft patch is to be tamped so no settling of material will occur and finished at street level.

The Contractor shall test each detector loop as they are installed. Acceptable testing results for each individual loop pair shall be 124 micro- henries inductance and infinite meg-ohms to ground. Values of the test results for loop inductance shall vary no more than ±5 percent (± 6 micro- henries). No loop wiring is to be connected to a DLC until tested and approved by SVP traffic personnel. Any detector loop that fails to meet acceptable testing results shall be replaced immediately at no additional cost to the City.

The Contractor shall provide the City with the detector loop test results in the form of a detector loop test report. The report shall include the readings for the loop detectors installed in the field. The following information shall be provided for every detector loop the Contractor installs.

1. Phase number the detector loop will service.
2. Lane Number the detector loop is in.
3. Type of detector loop (presence or advanced)
4. Location (in lane from stop bar).
5. Meg-ohms reading.
6. “L”: Inductance Reading
7. “R”: Resistance Reading
8. “Q”: Quality factor reading/calculation
9. Initials of Person performing Test.
10. Date test was made.

To aid in the clarification, of the location of the detector loop, being tested, the following guidelines shall be used: The lane closest to the center of the roadway is the #1 Lane. The loop closest to stop bar will be labeled “A” the second loop in the lane will be labeled “B” the third loop in the lane will be labeled “C” and the fourth loop in the lane will be labeled “D”. Loops shall be grouped on the test report first by phase number (1-8) then by lane (1-6) and then by location in the lane (A-D), or as directed by the Engineer.

A blank “Detector Loop Test Results” form is located at the end of this Section 02086.

The City may verify the test results submitted. If more than two loops fail to match the passing test results, submitted by the Contractor, the Contractor is required to retest all loop detectors. Any detector loop that fails to meet acceptable testing results shall be replaced immediately at no additional cost to the City. The City may charge up to $500 per unacceptable loop per occurrence for damages and retesting.

No loop wiring is to be connected to a DLC until tested and approved by SVP traffic personnel.

Any traffic loop wire connection(s) shall be “C” tapped, soldered, and covered with waterproof heat shrink. See Section 4.4, “CONDUCTORS AND WIRING”. Butt splices may be allowed with previous approval from the Traffic Engineer.

All DLC forked connectors to be laid down in signal cabinet shall be soldered. DLC shield conductors inside cabinet are **not** to be bonded to ground but wrapped around and secured to its respective owner. They are not to be shorter than six inches (6”).

For projects that include new asphalt concrete overlay at the intersection, all new detector loops shall be in place before final asphalt concrete paving surface is applied. Contractor shall not be allowed to cut into the final paving surface to install new detector loops. Contractor may be charged up to $1,000 per loop for cutting into the final paving surface.

4.2 PULL BOXES

Pull boxes shall conform to all applicable specifications in Section 86- 2.06, Pull Boxes, of the Standard Specifications and this Section 02086.

Pull boxes shall be No. 6 unless otherwise directed by Engineer or noted in the Contract Documents. Pull boxes larger than No. 6 shall be equipped with lightweight polymer concrete covers. Covers shall not weigh more than 120 pounds. Covers may be constructed in two pieces to maintain a maximum weight per section of 120 pounds. Pull boxes shall be installed at the locations shown on the plans or as directed by the Engineer. Existing pull boxes, which are damaged, shall be replaced. Pull boxes shall be installed no closer than six inches (6”) to the nearest score mark on existing sidewalk. The bottoms of pull boxes shall be bedded in a minimum of six inches (6”) of crushed rock. A minimum of one inch (1”) of grout shall be placed on top of the crushed rock within the pull box and trowelled smooth prior to the installation of cable/wire. A layer of roofing paper shall be placed between the grout and the crushed rock sump. A one inch (1”) diameter drain hole shall be provided in the center of the pull box through the grout and the roofing paper.

The grout shall be sloped to drain toward the drain hole in the center of the box.

Unless otherwise noted on the plans or directed by the Engineer all pull box covers on this job shall be marked “CSC Traffic Signal” or “CSC Interconnect”. Pull box covers are to be non-securing without holes for locking hardware. Pull box extensions will be installed as determined necessary in the field or as directed by the Engineer.

Conduits shall enter through the side of pull boxes from the direction of the run unless otherwise specified on plans. Conduit shall be sloped slightly toward the top of box to facilitate pulling of cable. Each conduit terminating in a pull box shall be grouted to the pull box prior to cable installation.

4.3 BONDING AND GROUNDING

Bonding and grounding shall conform to the specifications in Section 86- 2.10, Bonding and Grounding, of the Standard Specifications and this Section 02086. Metal conduit shall be made electrically secure to form a continuous system, and shall be effectively grounded using ground rod and ground clamp at pull boxes at intervals of not more than 500 feet. Bonding and grounding jumpers shall be copper wire or copper braid. PVC/HDPE conduits shall have continuous bare #8 solid copper wire installed in conduit and grounded to ground rod. Grounding jumper shall be attached by a 3/16-inch or larger brass bolt in the standard or pedestal and shall be run to the conduit or a ground rod in adjacent pull box. Grounding rod for the controller cabinet shall be placed in the pull box next to the controller cabinet.

4.4 CONDUCTORS AND WIRING

Contractor shall not damage existing conductors or conductor insulation. With the exception of detector lead-in cable, if an existing conductor or any conductor insulation is damaged, Contractor shall install a new conductor from the existing controller cabinet to the new pull box and connect to the existing traffic control system. If a loop detector lead-in cable is damaged, Contractor shall install and connect a new detector lead-in cable from the existing controller cabinet to the terminus of the existing field loop wires.

Unless previously approved methods are approved by City Traffic Engineer all connections in pull boxes are to be “C” tapped, soldered, and covered with waterproof heat shrink. All heat shrink shall be Thomas & Betts Shrink-kon HS Series or City-approved equal.

All wiring shall be labeled as to their function in each and every pull box with Partex PK cable markers or City-approved equal.

Signal cabinet ground rod is to be installed inside first main pull box closest to cabinet, not in cabinet foundation.

Safety lighting on signal poles shall not have wiring fused in pull box nor require any additional electrical protection other than power panel circuit breaker.

No more than two (2) field wires are to be laid down on an empty terminal. All field wiring shall have soldered lugs.

A. Wiring

When new conductors are to be added to existing conductors in a conduit, all conductors shall be removed; the conduit shall be cleaned as provided in Section 86-2.05C of the Standard Specifications, and both old and new conductors shall be pulled into the conduit as a unit.

Cable shall be spliced and insulated to provide a watertight joint and to prevent absorption of moisture by the cable. A cast insulation of self-curing epoxy resin, which is compatible with wire insulation, shall be poured to form a moisture-resistant joint into molds of dimensions suitable for the splice. The resin shall be resistant to weather, aromatic and straight chain solvents and shall not sustain combustion.

All traffic signal field wiring shall be solid copper THW with 600 volt PVC 45 mil insulation thickness minimum. All traffic signal field wiring shall be meggared at 500 V by Contractor and results given to traffic engineering.

B. Disturbed Wiring

All disturbed wiring with existing splices shall be soldered and re- spliced. Splices shall be soldered with a soldering iron (no propane torches shall be used) and a resin-core solder acceptable to the Engineer.

4.5 INTERCONNECT CABLE

A minimum of three feet (3') of slack shall be provided for 25-pair interconnect cable in controller cabinets.

All new interconnect cable shall be fixed with identification bands in pull boxes and near termination points. Identification bands shall indicate that the cable is "INTERCONNECT" and the direction in which the cable is traveling (North-South or East-West).

Splices of interconnect cable shall be enclosed within PVC chambers. Splices to the interconnect cable shall be performed by the City, but Contractor is responsible for providing watertight seal on cable ends prior to cable splicing.

4.5.1 WIRING AND SPLICING

Wiring shall conform to the appropriate specifications in Section 86-2.09, Wiring, of the Standard Specifications and this Section 02086.

A minimum of eight feet of slack shall be provided for each 25-pair or 12-pair cable in pull boxes where splices occur. Where cable is looped through pullboxes (not spliced), the loop shall consist of a minimum of eight feet of cable.

4.5.2 CABLE TESTING

Cable testing shall be performed by the Contractor before final acceptance of the Project is given by the City. Individual pairs shall be tested for continuity within the system. All cable installed shall be tested in the presence of the Engineer. Any individual pair which is found to be electrically discontinuous within the system must be repaired before final acceptance is given by the City.

Cable testing shall conform to the following:

1. Each pair shall be tested for loop resistance and result recorded
2. Branching cable to be tested from one end to each outer branch and result recorded for each individual pair
3. A 500V megger shall be used to obtain megger reading of each pair to ground and result recorded
4. All recorded results shall be submitted to the Engineer before final acceptance is given.

4.6 VIDEO VEHICLE DETECTION SYSTEM

4.6.1. DESCRIPTION. This work shall consist of furnishing and installing video vehicle detection system(s) at the locations indicated in the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the Standard Specifications.

4.6.2. SYSTEM REQUIREMENTS. The video vehicle detection system shall include the camera with zoom lens and the

integrated machine vision processor in one compact unit, with internal heater and integrated adjustable sunshield, all mounting hardware (video detector camera mounting bracket or video detector camera pole mount extension bracket), the communications interface panel, the detector port master, video detector cable, all associated equipment or miscellaneous fittings (cabinet wiring), and all labor, materials, and equipment required to complete the installation and make the video detection system fully operational. All of the video detection system components shall be current production equipment produced by the same manufacturer (for system operation compatibility purposes) unless otherwise noted herein or approved in advance by the Engineer.

The video vehicle detection system shall be an Econolite Autoscope Encore or previously approved equal.

4.6.3. SUBMITTALS.

(a) Fabrication Drawings. The Contractor shall submit Fabrication Drawings.

(b) Documentation Requirements. Three (3) advance copies of equipment manuals furnished by the manufacturer shall be submitted to the Engineer. The Engineer will verify the manufacturer's equipment manual as part of the test and integration process. The equipment manual incorporating the Engineer's corrections and comments shall be integrated by the Contractor into the operations and maintenance manual. The manual shall, as a minimum, include the following:

(1) Complete and accurate schematic diagrams.

(2) Complete installation and operation procedures.

(3) Complete performance specifications (functions, electrical, mechanical, and environmental) of the unit.

(4) Complete accurate troubleshooting, diagnostic, and maintenance procedures.

4.6.4. CONSTRUCTION REQUIREMENTS. All work associated with Video Vehicle Detection System shall be completed prior to activation of the video detection system.

The Contractor shall make the necessary changes to the signal equipment to integrate the video vehicle detection system into the signal control operation. The Contractor shall be responsible for furnishing all training, labor, materials, cables, connectors, tools, equipment, shipping, and incidental items necessary to complete the installation and make the video vehicle detection system fully operational.

Installation of the video vehicle detection system shall include the installation of any and all associated equipment, including, but not limited to, the following:

(a) Video Detector Camera Assembly with Integrated Machine Vision Processor (MVP). The Contractor shall furnish one

(1) Integrated Machine Vision Processor module per approach and all associated enclosures and incidental work necessary to complete the installation and make the video vehicle detection system fully operational. This will also require providing the Integrated Machine Vision Processor Comm Server configuration software, all miscellaneous hardware, connectors, and documentation.

(b) Video Detector Communications Interface Panel (CIP). The Contractor shall furnish one (1) Video Detector Communications Interface Panel per cabinet and incidental work necessary to complete the installation and make the video vehicle detection system fully operational.

(c) Video Detector Port Master. The Contractor shall furnish one (1) Video Detector Port Master per cabinet and incidental work necessary to complete the installation and make the video vehicle detection system fully operational.

(d) Video Detector Cable. The Contractor shall furnish the specified cable type, all connectors, sealing tape, and incidental work necessary to compete the installation of the Video Detector Cable between the Video Detector Camera Assembly with Integrated Machine Vision Processor and the Video Detector Communications Interface Panel in the traffic control cabinet, and make the video vehicle detection system fully operational.

(e) Video Detector Camera Mounting Bracket. The Contractor shall furnish one (1) Video Detector Camera

Mounting Bracket per Video Detector Camera and all associated equipment, labor, materials, tools, and incidental work necessary to attach the camera mounting bracket to a mast arm or camera extension bracket, complete the installation, and make the video vehicle detection system fully operational.

Video Detection System Hardware

	Qty	Hardware
Per Approach as specified	1	MVP camera
	1	Mounting brackets (model AMBKTM11S) std 10”
	FT	3 conductor, 18AWG Polyethylene Jacketed-CSA rated conduit rated power cable. Length to be determined homerun from controller cabinet to each camera with 10’ slack in each pullbox.
Per Intersection	1	Terra Interface Panel
	1	Cat5e network patch cable RJ45 Male to RJ45 Male Cat5 Length 3’
	1	Terra Access Panel
	1	ASTCBL10 – Terra Interface Panel cable
	1	SDLC cable (model ACBLP0E05 P/N 33550G5) for TS2 connection to the controller
	1	NTSC Monitor with BNC interfaces for signal cabinet
		Five (5) years System warranty from of date of acceptance

When Video Detection System is to be used in a NEMA TS1 cabinet, the following additional equipment shall be supplied.

	Qty	Hardware
Per Intersection	1	Model 33457G57 for logic inputs (33x)
	1	ASTCBL12 – Terra Interface Panel cable and I/O for 24 outputs in place of ASTCBL10 – Terra Interface Panel cable

Installation

Camera shall be placed to minimize occlusions of left turn lanes. Occlusions can be minimized by installing the camera on the signal mast arm, in line with the lane striping between the left turn lane and the through lanes. Cameras installed on signal mast arm shall use a manufacturer supplied (City

pre-approved) 28” extended camera mount. At intersections where the left and through movements go together as standard operation and left turn movements are not protected, the camera can be mounted on a luminaire arm with standard camera mounting bracket.

Camera shall be aimed so that the area of detection is in the top half of the video image. Typically the farthest away detector shall be at the top of the image, and at least four (4) cars shall be visible behind the stop line, in the top half of the video image. No horizon shall be allowed in the video image.

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall connect SDLC (model ACBLP0E05 P/N 33550G5 or approved equal) to connect TIP and the traffic signal controller. Contractor shall work with the Econolite Representative and the City of Santa Clara staff to insure that all channels are programmed and detection calls are being inputted into the controller.

Video detection system installed in traffic signal cabinets without network switches installed shall use NEMA TS1 and logic level connections to controller. Contractor shall wire in MVP Wiring Harness (model 33457G57 or approved equal) into traffic signal controller cabinet. Contractor shall work with the video detection camera system manufacturer’s representative and the City of Santa Clara staff to insure that all channels are programmed and detection calls are being inputted into the controller.

The Contractor shall install the Camera/Integrated machine Vision Processor System (MVP) to achieve the desired field of detection as shown on the Plans or as directed by the Engineer. All equipment shall be installed and wired in a neat and orderly manner in conformance with the manufacturer’s instructions. The camera shall be affixed to the support structure in accordance with the manufacturer’s instructions to provide the optimal field of detection.

Video detection camera locations shown on the Plans are for illustration purposes only.

The Contractor shall perform a site survey with a representative of the manufacturer of the video vehicle detection system at all project locations. The purpose of the survey shall be to optimize the performance of the video

vehicle detection equipment when it is installed at the various overhead and side-fired mounting locations and ensure that it will meet the accuracy requirements specified herein. The results of this survey shall be submitted to the Engineer in a report which lists all locations with any recommended location shifts, sensor mounting adjustments, camera angle lens adjustments, and desired detection zone locations. The cost of the site survey, including the use of a bucket truck or other method to obtain an elevated vantage point, shall be included in the cost for each intersection's respective video vehicle detection system pay item.

Cable to be installed in conduit shall be pulled with a minimum of dragging on the ground or pavement. This shall be accomplished by means of reels mounted on jacks or approved devices conveniently located for unreeling cable directly into the conduit. Powdered soapstone, talc, or other approved lubricants shall be used when inserting cable into the conduit. Cable shall be pulled through conduit by means of a cable or cables. Wiring within junction boxes and cabinets shall be neatly arranged.

When conductors and cables are pulled into conduits, all ends of conductors and cables shall be taped to exclude moisture, and shall be so kept until they are attached to the Camera/Integrated Machine Vision Processor (MVP) and the Video Detector Communications Interface Panel (CIP) in the traffic controller cabinet.

Conductors entering the traffic controller cabinet shall be neatly dressed and laced along the base and back of the traffic cabinet to the Video Detector Communications Interface Panel. Spare conductors (if any) shall be tied together with their ends taped. At least five feet (5') of slack shall be left for each conductor in the traffic controller cabinet at the Video Detector Communications Interface Panel.

Routing of the Video Detector Cable shall provide a drip loop for protection of the camera and connector.

4.7 SIGNAL FACES AND SIGNAL HEADS

Signal faces, signal heads, and auxiliary equipment as shown on the plans, and the installation thereof, shall be manufactured by Econolite Product Inc., Eagle Traffic Control Systems, or approved equal, and shall conform to the specifications in Sections 86-4.01 Vehicle Signal Faces, 86-4.01C Visors, 86-4.01D Light Emitting Diode Signal Module, 86-4.01E Backplates, 86-4.02 Programmed Visibility Vehicle Signal Faces, 86-4.03 Pedestrian Signal Faces,

86-4.03I Light Emitting Diode Pedestrian Signal Modules, and 86-4.04 Signal Mounting Assemblies of the Standard Specifications and this Section 02086. Vehicle signal heads shall be twelve inch (12") diameter and shall be IntelliLED Hi-Flux tinted lens, incandescent appearance, type LED's manufactured by Dialight Corporation or a City-approved equal meeting ITE specs. Vehicle signal housings shall be either die-cast or permanent mold-cast aluminum conforming to ANSI Standard D-10.1. Signal door fasteners shall be wing nuts with screw threads. Visors shall be of the full circle variety. Finish of signal heads and back plates shall be flat black.

Rubber gaskets are to be installed inside of head at top with metal flat washer between gasket and chase nipple.

Mast arm wiring for each signal head is to be brought into nearest at grade pull box for splicing/connection. No parallel electrical connections between heads.

Signal heads are to be installed vertically level in all directions except with special permission from the Traffic Engineer.

4.8 SIGNAL STANDARDS AND POSTS

Signal standards as shown on the plans, and the installation thereof, shall conform to the specifications in Section 86-2.04, Standards, Poles, Steel Pedestals and Posts, of the Standard Specifications and this Section 02086. Foundations for signal standards and posts shall conform to Section 86-2.03, Foundation, of the Standard Specifications, the Standard Plans, and this Section 02086. Excavation and backfilling for foundation shall conform to Section 86-2.01, Excavation and Backfilling, of the Standard Specifications. Final location shall be approved by the Engineer.

4.9 PEDESTRIAN SIGNALS AND PUSHBUTTONS

4.9.1. PEDESTRIAN PUSHBUTTONS

Pedestrian pushbuttons shall be Type B color black with large button model ADA compliant "Bulldog" type manufactured by Polara Engineering Inc., or a City-approved equal.

4.9.2. AUDIBLE PEDESTRIAN SIGNALS

Audible pedestrian signals shall be Novax DS-100 Series or approved equal. The audible pedestrian signals shall be installed per manufacturer specifications at locations noted

on plan. The audible pedestrian signals shall be installed to emit "cuckoo" or "peep peep" as noted on plans.

4.9.3. PEDESTRIAN SIGNAL

Pedestrian signal shall be uniform appearance countdown signal manufactured by Dialight Corporation model 430-6479-001X or approved equal.

4.10 CONDUIT

Conduit shall conform to all applicable specifications in Section 86-2.05, Conduit, of the Standard Specifications and this Section 02086. All new conduits on this project shall be galvanized schedule 40 steel or schedule 80 HDPE unless otherwise specified in the Plans. All conduits inside pull boxes shall be bonded together with approved NEC methods. Insulating bonding bushings will be required on metal conduit. Each conduit terminating in a pull box shall be grouted to the pull box prior to conductor installation. After conductors have been installed, the ends of conduits terminating in controller cabinets shall be sealed with an approved type of sealing compound. All conduits shall have mule tape made of durable, non-rotting fiber, installed and tied securely in each pull box.

Conduit runs in roadway sections, where drilling or jacking is not specified, shall be in a trench approximately two inches (2”) wider than the outside diameter of the conduit(s). Trench width shall not exceed eight inches (8”) and a minimum depth of cover of eighteen inches (18"). The outline of all areas of pavement to be removed shall be cut with an abrasive-type saw or with a rock-cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter outside the removal area.

The conduit shall be placed two inches (2”) above the bottom of the trench on blocks made of material suitable for the purpose. The trench shall be backfilled on the same Working Day with either controlled density fill or commercial quality Portland Cement Concrete containing no less than 564 pounds of Portland cement per cubic yard of concrete. Backfilling shall be to the finished grade. Calcium chloride admixture shall not be used in concrete that will be in contact with metal conduit. The top two inches (2”) of trench shall be removed and backfilled with commercially produced asphaltic concrete within a period of 5 Working Days. Trench in Roadway should be per the Standard Details.

Conduit runs in other areas shall be provided with a minimum of eighteen inches (18”) coverage from finished grade. A minimum two inches (2”) of sand shall encase each conduit run.

Existing conduits to be re-used shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air. Conduit to be abandoned shall have all wiring removed then it shall be capped at each end.

Conduits between signal cabinet, AC power enclosure, and their respective first pull box shall be sealed on both ends with approved duct seal.

5.0 SALVAGE MATERIAL

All salvaged material shall be placed on pallets or as otherwise directed by the Engineer and returned to the City Corporation Yard, 1705 Martin Avenue, Santa Clara, CA 95050. Material shall be handled with care and be returned to the City in good condition.

6.0 SERVICE

Service shall conform to the specifications in Section 86-2.11, Service, of the State Specifications and the City Electrical Code. All applicable permits shall be obtained prior to construction.

The Contractor shall contact the City Building Department (1-408-615-2400) for a minimum of two electrical inspections: 1) The first inspection shall be scheduled so that the City Building Inspector may observe the installation of conduits. 2) Second inspection shall be scheduled after installation of cabinet and breaker enclosure, conduits, conductors, and splices. All electrical inspections shall be scheduled at least two working days prior to time of requested inspection.

7.0 COMMUNICATIONS BOXES

Communications Pull Box, cover and extension shall be made of reinforced monolithic polymer concrete material. The minimum dimensions for communications pull box shall be thirty inches by forty-eight inches by twenty- four inches (30” x 48” x 24”). Reinforced polymer concrete Pull Box shall have two (2) piece detachable covers that have skid-resistant surfaces. The cover shall have lift slots to aid in the removal of the lid.

Contractor shall install communications pull boxes unless otherwise directed by the Engineer. Pull boxes shall be installed at the locations shown on the plans; the locations may be changed to suit field conditions with permission from the Engineer. The bottoms of pull boxes shall be bedded in crushed rock and shall be grouted according to Section 86-2.06C, Installation and Use, of the Standard Specifications. Pull box extensions may be installed as determined necessary in the field with permission from the Engineer.

Conduits shall enter through the side of pull boxes from the direction of the run unless otherwise specified on plans. Conduit shall be sloped slightly toward the top of box to facilitate the pulling of cable. Each conduit terminating in a pull box shall be grouted to the pull box prior to cable installation.

8.0 TS2 – TYPE 1 CONTROLLER CABINET EQUIPMENT LIST AND DRAWINGS

GENERAL
Equipment list and drawings of electrical and material shall conform to the specifications in Section 86-1.04, Equipment List and Drawings, of the Standard Specifications and this Section 02086.

The supplier shall furnish a maintenance manual for all supplied equipment, including but not limited to, the following:

(a) Vehicle detector sensor control units and amplifiers.
(b) Malfunction Management Unit (MMU)

The maintenance manual shall be submitted at the time the cabinet(s) are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

(a) Specifications
(b) Function of all controls
(c) Trouble shooting procedure (Diagnostic routine)
(d) Block circuit diagram
(e) Geographical layout of components
(f) Schematic diagrams
(g) List of replaceable component parts with stock numbers and list of industry standard replacements

In addition to the five (5) sets of cabinet schematic wiring diagrams as specified in the second paragraph of Section 86-1.04, Equipment List and Drawings, of the Standard Specifications, the supplier shall furnish one reproducible wash-off- mylar or erasable vellum for each cabinet, which shall be easily readable, of each cabinet schematic wiring diagram. The supplier shall also provide a CD or DVD with an electronic AutoCAD 2009.dwg version of the cabinet drawing. All wiring on the drawings shall be double ended.

8.1 TS2 CABINET ASSEMBLY

8.1.1 This specification describes the minimum acceptable requirements for a TS2 cabinet assembly to house a TS2 Type 1 solid state fully-actuated controller unit. The manufacturer of the cabinet assembly shall have a minimum of two (2) years of cabinet manufacturing experience with TS2 Type 1 cabinets. The assembly shall include the cabinet, flasher, card rack(s), a MMU, five (5) BIU's, external power

supply, six (6) flash transfer relays, Twelve (12) Reno A&E E/2 single width four channel detector amplifiers, Actelis ML688 copper over Ethernet unit, Actelis ML530 fiber switch. Cabinet assemblies shall be configuration 4 (16 position). The assembly shall include sixteen (16) load switches.

8.1.2 The cabinet assembly shall be tested and operated as a complete working unit prior to submittal to the City. This test shall consist of full operation under a full signal load for a minimum of two (2) hours.

8.2 Cabinet Design Requirements

8.2.1 The cabinet shall be constructed using unpainted sheet aluminum with a minimum thickness of 3.2 mm (0.125”). No wood, wood fiber products, or other flammable material shall be used in the cabinet. All welds shall be by GMAW process and shall be neat and of uniform consistency. No external rivets shall be present on the door or cabinet assembly. The surface of the aluminum shall be finished with Anodic coating as per Section 86-3.04A, Cabinet Construction, of the Standard Specifications. Coating shall have uniform appearance.

8.2.2 The profile of the cabinet shall be size 6 as defined by TS2 Clause 7.3 of the NEMA Standard Publication TS2 latest revision, as specified in the Plans. The load bay shall be configuration 4 (16 position) as defined by TS2 Clause 5.3, or as specified in the Plans.

Cabinet Option	Size of Cabinet	Backpanel Config	Size of Load Bay
Option 4	Base Mount TS2 Size 6	Configuration 4	16 position load bay

8.2.3 Vertical shelf support channels shall be provided to permit adjustment of shelf location in the field. The channels shall have a single continuous slot to allow shelves to be placed at any height within the cabinet. Channels with fixed notches or holes are not acceptable.

8.2.4 Each cabinet shall be equipped with an extra set of unistrut channels or a keyhole panel on either side of the front section of the cabinet to permit the purchaser to mount additional equipment as necessary.

8.2.5 Shelves shall be at least 330 mm (13”) deep and be located in the cabinet to provide a 12.5 mm (0.5”) clearance between the back of the shelf and the back of the cabinet. A 38mm (1.5”) document drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of storing documents and miscellaneous equipment. Provide a drawer with telescoping drawer guides to allow full extension from the shelf to provide storage space for cabinet documentation and standard laptop This drawer shall support up to 22.5 kg (50 lbs) in weight when fully extended. The drawer shall open

and close smoothly. Drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 600 mm (23.6”) wide. Provide a top for the storage compartment that has a non-slip plastic laminate attached covering 90% of the surface area.

8.2.6 Two shelves shall be provided in the cabinet and shall be at minimum 305 mm (12”) apart in height. There shall be sufficient shelf space to accommodate a controller unit 330 mm (13”) high, an MMU, two 8 position card racks and external power supply. An additional space at least 305 mm (12”) high, 325 mm (12.8”) wide, and 305 mm (12”) deep shall be provided. The controller unit, MMU, card racks, and power supply shall be placed on the shelves in such a manner that sufficient ventilation is provided to all components. Labels showing the proper placement of each component shall be provided along the shelves to ensure proper placement. Labels shall be permanent engraved and riveted to the shelf.

8.2.7 The cabinet shall be vented and cooled by 2 thermostatically controlled fans. The fans shall be a commercially available model with a capacity of at least 2.83 m^3/min. (100 ft^3/min.). The thermostats shall have an adjustable range of 32°C to 65°C (90°F to 150°F) . A press-to-test switch shall be provided to test the operation of the fans.

8.2.8 The cabinet shall be provided with a unique five digit serial number which shall be stamped directly on the cabinet or engraved on a metal or metalized mylar plate, epoxied or riveted with aluminum rivets to the cabinet. The digits shall be at least 5 mm (0.2”) in height and located on the upper right sidewall of the cabinet near the front.

8.3 Cabinet Door

8.3.1 The cabinet shall be provided with one door in front that will provide access to the cabinet. The door shall be provided with three stainless steel hinges with non-removable stainless steel pins, or a full-length stainless steel piano hinge with a stainless steel pin, spot welded at the top of the hinge. The hinges shall be mounted so that it is not possible to remove them from the door or cabinet without first opening the door. The bottom of the door opening shall extend at least to the bottom level of the back panel. The door and hinges shall be braced to withstand a 74 kg per vertical meter of door height load applied to the outer edge of the door standing open. There shall be no permanent deformation or impairment of any of the door or the cabinet body when the load is removed.

8.3.2 The cabinet door shall be fitted with a Corbin #2 lock and a stainless steel handle with a 16 mm (0.630”) minimum diameter shaft or the equivalent cross-sectional area for a square shaft, and a three point latch. The lock and latch design shall be such that the handle cannot be released until the lock is released. Two keys shall be provided for each cabinet. A gasket shall be provided to act as a permanent dust and weather resistant seal at the controller cabinet door facing. The gasket material shall be of a nonabsorbent material and shall maintain

its resiliency after long term exposure to the outdoor environment. The gasket shall have a minimum thickness of 6.25 mm (0.25”). The gasket shall be located in a channel provided on the cabinet or on the door(s). An “L” bracket is acceptable in lieu of this channel if the gasket is fitted snugly against the bracket to insure a uniform dust and weather resistant seal around the entire door facing. Any other method is subject to prior approval by the Traffic Engineer during inspection of the sample order.

8.3.3 A locking auxiliary police door shall be provided in the door of the cabinet to provide access to a panel that shall contain a signal shutdown switch, and a signal flash switch, The police door shall be gasketed to prevent entry of moisture or dust and the lock shall be provided with two brass keys. The Police panel door latch shall be accessible from inside the cabinet.

8.3.4 A manual-automatic switch shall be mounted on the inside of the cabinet door and a manual advance push-button switch on a six foot (6’) retractable cord shall be supplied. The manual advance control of the controller unit shall override any external control (external logic, etc.) in effect when the manual-automatic switch is in the manual position. Each actuation of the manual advance push-button switch shall advance the controller to the next interval. Manual control shall not override any calls for preemption. The cord and button shall be coiled and stored on the inside of the cabinet door by a minimum one inch (1”) wide grommet mounting hook and loop tensioning buckle cable tie strap permanently mounted on the inside of the cabinet door.

8.3.5 The intake for the air vent system shall be filtered with an industry standard sized disposable pleated panel or 4 ply woven polypropylene air filter. The minimum filter dimensions shall be 406.4 mm (16”) wide by 304.8 mm (12”) high by 25 mm (1”) thick. The filter shall be securely mounted so that any air entering the cabinet must pass through the filter. The filter shall be easily removable without the use of tools. The cabinet opening for intake of air shall be large enough to use the entire filter. The air intake and exhaust vent shall be screened to prevent entry of insects. The screen shall have an opening no larger than 8.1 mm^2 (0.0125 in^2). The total free air opening of the exhaust vent shall be large enough to prevent excessive backpressure on the fan.

8.4 Wiring

8.4.1 All wiring within the cabinet shall be neat and routed such that opening and closing the door or raising or lowering the back panel will not twist or crimp the wiring. All wiring harnesses shall be either braided, sheathed in nylon mesh sleeving, or made of PVC or polyethylene insulated jacketed cable. Wiring shall be mounted to the cabinet using fastener mounted cable and wire holders. Wiring leading to the cabinet door shall be sheathed in nylon mesh sleeving or be PVC jacketed cable only. All SDLC cabling shall be Belden #7203A or

equivalent.

8.4.2 Size

A. All conductors between the main power circuit breakers and the signal power bus shall be a minimum size 10 AWG stranded copper. All conductors carrying individual signal lamp current shall be a minimum size 16 AWG stranded copper. All AC service lines shall be of sufficient size to carry the maximum current of the circuit or circuits they are provided for. Minimum cabinet conductor wire size shall be 22 AWG stranded copper. All wiring and insulation shall be rated for 600 V or greater.

B. Conductors for AC common shall be white. Conductors for equipment grounding shall be green. All other conductors shall be a color coded different than the foregoing.

C. No P.C. boards will be allowed on the back panel of the cabinet. All wiring must be done from the BIUs to the Load Switches using standard 19-gauge wiring.

8.4.3 A barrier terminal block with a minimum of three compression fitting terminals designed to accept up to a #4 AWG stranded wire shall be provided for connection of the AC power lines. The block shall be rated at 50 Amperes.

8.4.4 All terminals shall be permanently identified in accordance with the cabinet wiring diagram using an anodized silk screening process on the aluminum panel. Where through-panel solder lugs or other suitable connectors are used, both sides of the panel shall have the terminals properly identified. Identification shall be placed as close to the terminal strip as possible.

A. Each controller input and output function shall be distinctly identified with no obstructions, at each terminal point in the cabinet, with both a number and the function designation. The same identification must be used consistently on the cabinet wiring diagrams.

B. Each load switch socket shall be identified by phase number, overlap number, and pedestrian phase number as applicable. No cabinet equipment, including the load switches themselves, may obstruct these identifications.

C. Each flash transfer base and power relay base shall be properly identified with no possible obstructions.

D. Each harness within the cabinet shall be distinctly identified by function on the connector end.

E. The flasher socket shall be distinctly identified with no possible obstruction.

F. All other sockets needed within the cabinet to fulfill the minimum requirements of the Invitation to Bid, or attachments thereof, shall be distinctly identified.

8.4.5 The controller unit harness (A plug) shall be long enough to reach any point 400 mm (16”) above the timer shelf. The MMU harness and any required auxiliary harness shall reach 600 mm (24”) from the MMU shelf.

8.4.6 An unused, spare terminal block providing ten terminals shall be provided. This block shall be double 8-32 X 5/16" binder head screw design with shorting bars. These terminal strips shall be located on the lower third of either side of the cabinet.

8.4.7 Copper ground buses shall be provided for both the power supply neutral (common) and chassis ground. Each bus bar must provide a minimum of ten unused terminals with 8-32 X 5/16" or larger screws with compression fitting style terminals. The AC neutral and chassis ground buses shall be jumpered together with a minimum #10 AWG wire.

8.4.8 A 20 Ampere and a 50 Ampere thermal type circuit breaker shall be mounted and wired in the cabinet. The 20 ampere breaker shall protect the base light, trouble light, ground fault circuit interruption (GFCI) receptacle, modem duplex receptacle, and fans. The 50 ampere breaker shall protect the signal load circuits, controller circuits, MMU, flasher, and card rack detector power supply. The breakers shall be Square "D" QUO 150 Series only.

8.4.9 The circuit breakers shall be equipped with solderless connectors and installed on the right side wall (facing the cabinet) or lower right hand side of the back panel inside the cabinet. The breakers shall be easily accessible. The breakers shall be positioned so that the

rating markings are visible.

8.4.10 A GFCI type duplex receptacle shall be mounted and wired in the lower right side wall of the cabinet. An additional non-GFI duplex receptacle (for use with communications modems) shall be mounted and wired in the upper left side of the cabinet behind the preempt/interconnect panel. These receptacles shall be wired on the load side of the 20 Amp circuit breaker. A six (6) outlet (minimum) plug strip shall be mounted on an aluminum panel and the panel mounted to the shelf din rails. The housing of the plug strip shall be aluminum. The receptacles on the plug strip shall be oriented at 90 degrees to the length of the plug strip and the spacing of the receptacles shall allow wall transformers to be plugged into adjacent receptacles without blocking the adjacent receptacles.

8.4.11 The above breakers are in addition to any auxiliary fuses which may be furnished with the controller to protect component parts, such as transformers, etc.

8.4.12 The load side of the main circuit breaker shall be protected by a two stage lightning surge suppresser, equivalent to the EDCO APC340 (with LED indication along with a set dry contacts for alarm capabilities to indicate proper operation).

8.4.13 The suppresser ground connection shall be connected to the cabinet by means of a short, heavy copper ground strap. The strap shall be bonded to the cabinet.

8.4.14 The suppresser shall be connected to the line filter as recommended by the manufacturer. Number 10 AWG or larger wire shall be used for connections to the suppresser, line filter and load switch bus.

8.4.15 A fluorescent light, with switch and a rapid start, -18□C (0□F) ballast, shall be installed in the cabinet. This light shall be turned on when the cabinet door is opened, and turn off when the cabinet door is closed. A MOV or other such transient suppression device shall be placed across the AC power input to the light. The switch shall also provide a set of door open alarm contacts.

8.4.16 A radio frequency interference (RFI) suppresser shall be provided and installed on the load side of the signal circuit breaker and shall be protected by the surge protector. This filter shall be rated at 50 amperes and shall provide a minimum attenuation of 50 decibels over the frequency range of 200 Kilohertz to 75 Megahertz.

8.4.17 Transient suppression devices shall be placed on the coil side of all relays in the cabinet. DC relay coils shall have, as a minimum, a reversed biased diode across the coil. AC relays shall have MOV's

or equivalent suppression across their coils. RC networks are acceptable. One suppression device shall be supplied for each relay.

8.4.18 Except where soldered, all wires shall be provided with lugs or other approved terminal fittings for attachment to binding posts. Insulation parts and wire insulation shall be insulated for a minimum of 600 volts.

8.4.19 The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power source.

8.4.20 A switch shall be provided on the inside face of the cabinet door that shall be labeled Test-Normal. When the switch is in the Normal position, call for flashing operation shall remove the power from the controller unit. When the switch is in the Test position, the call for flashing operation shall permit the controller unit to continue to run so that its operation can be observed.

8.4.21 A switch shall be provided near the Test-Normal switch to cause the controller unit, and any auxiliary equipment, to stop timing. It shall be labeled "STOP TIMING".

8.4.22 The cabinet shall be wired so that activation of the MMU will cause the controller unit, and any auxiliary equipment, to stop timing.

8.4.23 Conflict and manual flash shall be wired for all red.

8.4.24 The cabinet shall be designed and equipped with enough transfer relays for the purchaser to change any “Main Street” indications (phase movements 2, 6, and/or 1, 5) to amber for the conflict and/or manual flash operation on the face of the back panel or a side panel, using only simple tools.

8.4.25 Transfer relays shall be the Model 430, 8 pin plug-in type manufactured by Reno A+E, Model TR-200 or approved equal. The relays shall have contacts a minimum of 3/8" diameter in size and shall be rated at a minimum of 30 Amps 102 / 240 VAC, 20 Amps 28 VDC.

8.4.26 The red enable and remote reset from the MMU shall be terminated on the face of the back panel.

8.4.27 A 75 Amp, solid state relay shall be wired between the RFI filter output and the load switch power bus. The relay shall be controlled by the signal shutdown switch and the flash switch. The relay shall be mounted to a heat sink designed to allow maximum current flow at 74□C (165□F) without damaging the relay.

8.4.28 All exposed AC wiring points, including the RFI filter, surge suppresser, and solid state relay shall be covered with a clear non-conductive plastic cover to prevent accidental contact. Unless otherwise noted in this specification, wiring at terminal strips is exempt from this requirement.

8.4.29 An input point shall be provided on the backpanel to allow external reset of the MMU.

8.4.30 The load switch outputs shall be brought out through posted 10-32 X 5/16" binder head screw terminals. Field wiring for the signal heads shall be connected at this terminal strip.

8.5 DETECTOR PANEL AND CARD RACK

8.5.1 The cabinet shall have a loop detector panel mounted on the left side of the cabinet. This panel shall provide for all connections between loops at the street and the detector amplifiers as described in the following sections.

8.6 DETECTOR CARD RACKS

8.6.1 Two card racks shall be provided for cabinet configuration four (16 position backpanel). The first card rack shall accommodate up to a total of eight (8) four (4) channel single space TS2 detector units. The second card rack shall provide an additional, up to 32 channels, of alternate technology detection for up to a total of 64 channels of detection. Each card rack shall include a single position for (1) BIU unit and (8) positions for detectors. The first rack shall have two additional integrated position slots for two (2) 2-channel Preemption phase discriminator cards labeled “EV1” and “EV2”. An auxiliary card rack may be used for the preemption if previously approved by the City Traffic Engineer.

8.6.2 The detector card rack shall have a rigid frame and shall be fabricated from aluminum and shall have slots set in a modular fashion such that the PCB edge connectors shall plug into the rear while sliding between top and bottom card guides for each module. Mounting flanges shall be provided and be turned outward for ease of access. The detector card rack shall be bolted to a cabinet shelf. It shall be possible to unbolt the rack using simple tools.

8.6.3 All wiring to the rack shall be labeled and neatly run to other parts of the cabinet and detector termination panel.

8.6.4 The slots shall be numbered 1 to 8 left to right when viewed from the front of the rack. A flange shall be provided on the top and the bottom of the rack to label each individual channel.

8.6.5 The Detector DC Supply shall be bussed to a common point and wired to the Intersection Detector Panel.

8.6.6 The Chassis Ground shall be bussed to a common point and wired to the Detector Panel.

8.6.7 The Logic Ground shall be bussed to a common point and wired to the Detector Panel.

8.6.8 The Data Address for the detector channels shall be according to TS2.

8.7 DETECTOR PANEL

8.7.1 The Detector Panel shall provide all connections between the detector loops and the detector amplifiers.

8.7.2 The panel shall be constructed of 3.2 mm (0.125 “) aluminum.

8.7.3 The panel shall contain a 76 mm (3”) horizontal slot in each corner to accommodate 6.3 mm (1/4”) mounting bolts.

8.7.4 All inputs from the loops shall be brought through posted 10-32 X 5/16 inch binder screw terminals or 8-32 X 5/16 inch binder screw terminals.

8.7.5 Each loop pair shall be protected by lightning surge suppressor. The suppressers must be mounted behind the panel using feed through screw terminals to attach the suppressors.

8.7.6 Each detector will have a test switch such that when the switch is closed, a call is placed upon that detector input. The test switch will have three positions; no effect, permanently on, and momentarily on.

8.7.7 The detector panel shall provide connection points for a minimum of 32 loop detectors.

CONNECTION POINT	**NO. OF CONNECTION POINTS**
EXTERNAL 24V POWER SUPPLY	1
LOOP INPUTS	64, 2 FOR EACH OF 32 LOOPS
LOGIC GROUND	1
SPARES	6
CHASSIS GROUND BUS	1 BUS

8.7.8 A chassis ground bus bar shall be provided on the panel and connected to the cabinet by an insulated braided copper ground strap. The strap shall be bonded to the cabinet.

8.8 PREEMPT / COMMUNICATION PANEL

8.8.1 A preempt / communication panel shall be provided that contains all interface circuits and wiring for preemption and communication functions. The panel shall be located on the left side of the cabinet interior.

8.8.2 Three input relay circuits, with 120 VAC coil and contacts rated for the application, shall be provided on the preempt panel. These circuits shall be used to isolate the incoming preempt commands from the controller unit logic circuitry. The circuits shall be programmable to operate with either a normally open or normally closed relay contact by jumpers on a terminal strip. A barrier strip protected from accidental contact by service personnel shall be supplied to connect the external input. It shall be possible to use either a neutral or hot 120 VAC input. Relays used shall be plug-in Potter Brumfield K10P series / Magnecraft W-78 series or interchangeable equivalent. The relays shall be mounted in relay sockets.

8.8.3 Adequate protection of the input relay circuits as well as the preemptor circuitry shall be provided to eliminate damage or false preemption commands caused by line transients or lightning surges. The devices shall have a minimum rating of 20 Joules.

8.8.4 Three momentary test switches, one for each preempt circuit, shall be provided on the preempt panel. The operator shall not be exposed to hazardous voltages during operation of the test switches.

8.8.5 All necessary interconnection cables and mounting hardware shall be provided.

8.8.6 There shall be a switch on the preempt/communication panel, which shall release the local controller to operate in an isolated, full-actuated manner, when necessary for maintenance purposes. The switch positions shall be labeled “SYSTEM” and “FREE”.

8.8.7 Terminal connections for 8 twisted pair communication lines and one telephone line shall also be provided. The protection will consist of series 25 ohm resistors, 15 volt transorbs, and other devices, which allow protection including primary overvoltage protection, resettable overcurrent protection, secondary clamping voltage protection, and fast transient filtering. The secondary overvoltage stage shall allow peak voltages of no more than 250 volts. The fast transient filtering

stage shall provide no less than 40 dB/decade of attenuation to transients above the required pass band. The protection shall be provided in an integrated closure with eight (8) input/output terminations and ground connection.

8.9 POWER SUPPLY

8.9.1 The power supply shall be a shelf mounted, enclosed, 24 VDC power supply in accordance to Clause 5.3.5 of the NEMA Standards Publication TS2 latest revision.

8.9.2 One power supply cable per power supply shall be furnished and installed in each cabinet. The wires shall be terminated to bus bars, terminals on the front of the backpanel, detector panels, or connector as appropriate. The connections shall be with forked spade lugs or otherwise as needed. Each individual wire shall be cut to the length required to reach the point at which it is to be connected. Model shall be Reno A+E, TS-2 Cabinet Power Supply, or approved equal.

8.10 TWO CIRCUIT SOLID STATE FLASHER

8.10.1 The solid state, two circuit flasher shall meet the electrical and physical characteristics described in Clause 6.3 of the NEMA Standards Publication TS2 latest revision. The flasher shall be Type III (dual circuit rated at 15 Amps per circuit) unit and so constructed that each component may be readily replaced if needed.

8.10.2 The two circuit flasher shall be of solid state design and contain no electro-mechanical devices. Model shall be Reno A+E, Model FL-200, or approved equivalent.

8.11 LOAD SWITCH

8.11.1 The solid state load switches shall meet the requirements set forth in Clause 6.2 of the NEMA Standards Publication TS2 latest revision, and shall be "Triple-Signal Load Switch" I/O, dual indicating type. Model shall be Reno A+E, Model LS-200, or approved equivalent.

8.11.2 Two indicator lights (LED) for each circuit shall be provided in each load switch. The input indicator LED shall be on when a "Low Voltage Active" input to the load switch is present. The output indicator LED shall be on when the internal loadswitch triac triggers and AC output for the respective channel as the input indicator. Load switches shall be rated at 20 amps @ 70°C. All pedestrian yellows shall be wired to terminal block.

8.12 MALFUNCTION MANAGEMENT UNIT (MMU)

8.12.1 The MMU shall meet all requirements set forth in Section 4 of the NEMA Standards Publication TS2 latest revision, Type 16 style. In addition to the DB-15 port 1 (SDLC) connector defined in §4.3.1, the MMU shall have a DB-9 port 2 (RS-232) connector located adjacent to the port 1 connector and Ethernet Port to allow high speed external data transfer. Model shall be Reno A+E MMU- 1600GE or approved equal.

8.12.2 The MMU shall be fully compatibility with the cabinet SDLC.

8.12.3 The MMU shall have three (3) output indicators for all 16 phases to indicate Red/Yellow/Green outputs.

8.12.4 The MMU shall have the ability to log event conflicting event history, power disturbances, and real-time RMS AC line voltage values in an internal non-volatile memory. This information shall be capable of being extracted via port 2 by both of the following methods:

a) Downloading via Procom or similar, generic, RS-232 compatible terminal software

b) Downloaded directly into ATMS software.

8.12.5 Minimum data reporting requirements available remotely from the MMU shall be:

a) Trace (real-time status) reports of all current front panel indications

b) History/event logs of recent faults

c) User defined Programming card and front panel switch positions of the MMU

8.13 BUS INTERFACE UNIT (BIU) NETWORK CARDS

8.13.1 The cabinet shall be equipped with a total of five (5) BIU cards, two (2) BIU cards for the load bay, plus three (3) BIU cards for the detector racks. The BIU shall meet, as a minimum, all applicable sections of the NEMA Standards Publication TS2 latest revision.

8.13.2 The BIU shall be rack-mountable and solid-state. The BIU unit shall be constructed with discrete component circuitry in order to allow repair and maintenance of the unit by use of standard tools. The BIU shall utilize machine tooled integrated circuit (IC) sockets for all IC's of 14 pins or greater, for ease of repair.

8.13.3 The BIU shall be proven to the satisfaction of the City Traffic Engineer to provide full compatibility with the cabinet SDLC data circuits. Model shall be Reno A+E, Model BIU/2, or approved equal.

8.14 PEDESTRIAN INPUTS

8.14.1 Pedestrian inputs shall be isolated from the controller input circuits by means of pedestrian isolators. Isolation shall be provided by a pedestrian isolation card or by pedestrian isolation units incorporated into the cabinet. Pedestrian isolation shall be approved by the City Traffic Engineer.

8.15 CABINET COMMUNICATIONS

8.15.1 The cabinet shall be supplied with an Actelis ML530 Fiber Switch, or other equal approved by the City Traffic Engineer.

8.15.2 The switch shall be mounted on slide mount brackets attached to the underside of the controller shelf or at another location approved by the City Traffic Engineer. The brackets will provide a slide mount that will lock the unit in place in the stored position and allow easy removal of the switch without the use of tools.

8.15.3 Four (4) - HESCO/RLS model HE624D Data Line Surge Suppressor with base sockets shall be provided and mounted on a aluminum plate. The plate shall be mounted on the upper left side of the cabinet and will be located to provide easy access to the terminals.

8.15.4 Fiber switch shall be hardened, dual single mode LC, 10/1000 optic ports, 4 managed 10/100 ethernet ports, hardened power supply, dim rail mount, Actelis model ML530, or other approved equal by the City Traffic Engineer.

8.15.5 All cables, conductors and auxiliary equipment required to provide connections within the cabinet from the MMU, Controller, and Video systems to the Actelis unit and CISCO switch will be provided by the cabinet supplier.

8.16 TESTING

8.16.1 Contractor shall provide all submittals to the City to determine that equipment to be tested will meet Project's specifications. Acceptance testing shall not be performed until all submittals are first approved by the City. Complete testing shall include visual inspection, electrical testing, and testing of all required controller assembly functions. A Contractor representative and City staff shall randomly be present at the testing facilities to observe testing.

8.16.2 Testing of fully wired cabinet(s) and auxiliary equipment as specified in Section 86-3, Controllers, of the Standard Specifications shall be the responsibility of the Contractor. This responsibility includes, but not limited to, all associated costs from entering into an agreement with a City-approved third-party testing facility for testing, and

coordination for pick-up and delivery of the cabinet(s) and auxiliary equipment, to and from the testing facility and installation at the job site.

Testing shall be performed by a City-approved third-party testing facility. Contractor shall choose any of the following City-approved third-party testing facilities but contact Traffic Engineering Division at 1-408-615-3000 for the latest listing.

- Aegis ITS, 1810 Oakland Road, Suite E, San Jose CA 95131, (408) 577-1802
- Cal West Lighting & Signal, 530 Marburg Way, San Jose, CA 95133, (408) 923-1313

8.16.3 Testing shall start with a point-to-point circuit test for all hardwired cabinet circuits. Following the point-to-point testing, each controller assembly shall be tested continuously under signal load for a minimum of twenty-one (21) days. A copy of the City's standard Traffic Signal Cabinet Inspection/Test Report for each unit shall be submitted to the Traffic Engineer upon completion of testing. The Twenty-Eight (28) days Traffic Signal Cabinet Testing shall include, but not limited to, seven (7) days Point-to-Point Wire Testing, fourteen (14) consecutive days Burn Testing, and seven (7) days Site Functional Testing.

8.17 TEST FAILURE

If a unit fails its test, the testing staff shall report the failure to the Silicon Valley Power Senior City Electrician, the Project Inspector, and the Contractor within 48 hours of the finding. The conditions of failure shall be corrected, or if it is determined that major repair is required, the unit shall be replaced by the Contractor within 5 working days from notification. The Twenty-Eight (28) days testing period shall be suspended and the clock is restarted should the cabinets be found to be defective and/or in non-compliance with City's specifications at any time during the test period.

8.18 ADDITIONAL INCLUDED ITEMS

Each cabinet shall also include the following items:

a) Four (4) Anchor bolts

b) Sixteen (16) Load Bay Jumpers

9.0 2070-2NZ CONTROLLER SPECIFICATIONS FOR TS2

The controller shall be Model 2070L NEMA TS2 – Type 1 with Apogee Version 65 NTCIP based Intersection Control Software by Naztec, and conforming to the following specifications:

The controller shall be Model 2070L NEMA TS2 – Type 1 ATC traffic controller per Section 86-3, Controller Assemblies, of the Standard Specifications, shall conform to the latest Transportation Electrical Equipment Specifications (TEES), and shall be listed on the California Department of Transportation's Qualified Products List (QPL). The controller shall be equipped with the following modules:

2070-1B	8Mb-CPU with Ethernet Port
2070-2B	I/O Module for NEMA Cabinets
2070-2NZ	TS2 I/O Side Mount Module
2070-3B	8x40 Line Display
2070-4B	Power Supply
2070-7A	Dual Serial Port Card

- **2070-1B**

The 2070-1B shall be 8Mb and equipped with an Ethernet port. The controller software operating on the 2070-1B shall be capable of utilizing the Ethernet port for data transfers. The operating system shall allow the user FTP and Telnet access via the Ethernet port.

- **2070-2B**

The 2070-2B shall provide for NEMA I/O to interface for TS1 or TS2 operation. The 2B module shall provide a C12S serial communications port and SP3 operation. The SP3 shall have a disable switch.

- **2070-2NZ**

The 2070-2NZ module shall provide a front connection for the Port 1 SDLC port, the Type-1 connector, and two serial ports (C21S and C22S) from the 2070-7A serial card. The 2NZ shall provide Port 1 SDLC communications via the C12S and C13S ports. The 2NZ module shall be constructed of matching aluminum design to the 2070 chassis, and mount on the right side of the controller via the rack ear slots and provide access to all critical TS2 ports through the front of the controller.

- **2070-7A**

The 2070-7A shall conform to TEES specifications. The 2070-7A shall be optically isolated and capable of asynchronous serial communication for ports C215 and C225. On-board jumpers shall be provided to allow either DCE or DTE operation for each port.

- **Operating System**

The 2070 controller shall operate on the 2070-1B using Microware OS9 v3.2 or higher.

- **Intersection Software**

The controller software shall include the latest version of “Apogee” v65-Local NTCIP-based Intersection Control Software by Naztec Inc. The firmware shall come factory installed on the controller hardware.

- **Testing**

Prior to delivery, each controller assembly shall be configured and tested by the supplier. The controller shall be “plug and play” ready for the City’s existing cabinets.

- **Installation and Training**

A factory certified representative for the manufacturer shall be on-site during signal turn-on for support.

The supplier shall provide a maximum of two hours of technical training for City staff within four weeks after controller delivery.

- **Warranty**

The controller assembly shall be warranted by the manufacturer against mechanical and electrical defects for a period of 1 year.

The supplier shall correct any defects in design, workmanship or material during the warranty period at no cost to the City. All cost of labor, parts and transportation shall be borne by the supplier for the duration of the warranty period.

The vendor shall provide all standard revisions to any equipment furnished under this Section 02086, at no cost to the City.

10.0 FIBER OPTIC CABLE

Contractor shall furnish and install a 288 strand single mode fiber optic cable as shown on the plans unless otherwise indicated.

10.1 GENERAL

This item shall govern for the furnishing and installation of fiber optic cable in designated locations as shown on the plans and as detailed in accordance with this Section 02086.

10.2 REQUIREMENTS

Fiber optic cables shall be supplied in the configurations shown on the plans and specified in this Section 02086.

Each fiber optic cable shall be suitable for both underground conduit/duct placement and indoor application. The fiber optic cable shall be fire rated. Additionally, there will be ancillary drop and connecting (patching) optical fiber cables procured under this Section 02086, which are more precisely described elsewhere in this Section 02086.

All materials furnished, assembled, fabricated or installed under this item shall be new, corrosion resistant and in strict accordance with the details shown and specified in the Contract Documents. All fibers in the cables shall be usable fibers and free of surface imperfections and occlusions, in order to meet or exceed all of the optical, mechanical, and environmental requirements contained in this Section 02086.

All cables shall be free of material or manufacturing defects and dimensional non-uniformity that would:

- Interfere with the cable installation employing accepted cable installation practices.
- Degrade the transmission performance and environmental resistance after installation.
- Inhibit proper connection to interfacing elements.
- Otherwise yield an inferior product.
- Each fiber optic cable for this project shall be all-dielectric, dry water-blocking material, duct type, with loose buffer tubes, and shall conform to these Specifications.

The Contractor shall furnish, install, splice and test all the required fiber optic cable. All splicing kits, fiber optic cable caps, moisture/water sealants, terminators, splice trays, patch cords, connectors, pig tails and accessories to complete the fiber optic network shall be provided as incidentals. All equipment for installation, splicing and testing shall be provided by the Contractor.

All fiber optic glass/cable on this project shall be from the same qualified manufacturer regularly engaged in the production of optical fiber material.

The optical fibers shall be contained within buffer tubes. The buffer tubes shall be stranded around an all-dielectric central member. Aramid yarn and/or fiberglass shall be used as a primary strength member, and a medium or high-density polyethylene outside jacket shall provide overall protection.

The cable shall be qualified as compliant with Chapter XVII, of Title 7, Part 1755.900 of the Code of Federal Regulations, “RUS Specification for Filled Fiber Optic Cables.”

10.3 PACKAGING

1. The completed cable shall be packaged for shipment on non-returnable wooden reels. Required cable lengths shall be

stated in the purchase order.

2. Top and bottom ends of the cable shall be available for testing.

3. Both ends of the cable shall be sealed to prevent the ingress of moisture.

4. Each reel shall have a weather resistant reel tag attached identifying the reel and cable.

10.4 CABLE MARKING

1. The optical fiber cable outer jacket shall be marked with manufacturer's name, the month and year of manufacture, the words "Optical Cable", telecommunications handset symbol as required by Section 350G of the National Electrical Safety Code® (NESC®), fiber count, fiber type, and sequential meter marks.

2. The markings shall be repeated every two feet (2').

3. The actual length of the cable shall be within -0/+1% of the length marking.

4. The marking shall be in a contrasting color to the cable jacket.

5. The marking shall be approximately 0.1 inch in height and must be permanent and weatherproof.

10.5 QUALITY CONTROL

The manufacture of supplied optical cable, optical cable assemblies, and hardware shall be TL 9000 and/or ISO 9001 registered. All cabled optical fibers shall be 100% attenuation tested. The attenuation of each fiber shall be provided with each cable reel.

10.6 GENERAL CONSIDERATIONS

Fiber Optic Outside Plant Cable
Fiber optic outside plant cable (FOOP) shall be dielectric, non-gel filled or water-blocking material, duct type, with loose buffer tubes. Cables with singlemode fibers shall contain 288 singlemode (SM) dual-window (1310 nm and 1550 nm) fibers. Optical fibers shall be contained within loose buffer tubes. Loose buffer tubes shall be stranded around a dielectric central member. Aramid yarn or fiberglass shall be used as a primary strength member, and a polyethylene outside jacket shall provide protection.

Fiber optic cable shall be from the same manufacturer who is regularly engaged in the production of fiber optic cables.

Cables shall be compliant with 7 CFR 1755.900 (RUS Bulletin 1753F- 601), "RUS Specification for Filled Fiber Optic Cables."

Fiber Characteristics

Optical fiber shall be glass and consist of a doped silica core surrounded by concentric silica cladding. Fibers in buffer tubes shall be usable fibers, and shall be sufficiently free of surface imperfections and occlusions to meet optical, mechanical, and environmental requirements of these specifications. Required fiber grade shall reflect the maximum individual fiber attenuation to guarantee required performance of fiber in cables.

Coating shall be dual layered, UV cured acrylate, mechanically or chemically strippable without damaging fibers.

Cable shall comply with optical and mechanical requirements over an operating temperature range of -40°C to +70°C. Cable shall be tested in accordance with EIA-455-3A (FOTP-3), "Procedure to Measure Temperature Cycling Effects on Optical Fiber, Optical Cable, and Other Passive Fiber Optic Components." Change in attenuation at extreme operational temperatures (-40°C to +70°C) for singlemode fiber shall not be greater than 0.20 dB/km, with 80 percent of measured values no greater than 0.10 dB/km. Singlemode fiber measurement shall be made at 1550 nm.

Singlemode fibers within finished cables shall meet the following requirements:

Fiber Characteristics Table	
Parameters	Singlemode
Type	Step Index
Core diameter	9 µm (nominal)
Cladding diameter	125 µm ±0.7 µm
Core to Cladding Concentricity Error	≤ 0.5 µm
Cladding Non-Circularity	≤ 0.7 %
Coating Diameter	242 µm ±7 µm
Coating/Cladding Concentricity Error	≤ 12 µm
Coating Non-Circularity	≤ 0.5 %
Proof Test	Entire length subjected to tensile proof stress> 0.7 GPA (100 kpsi); 1% strain equivalent
Tensile Strength: Dynamic tensile strength (0.5 meter gauge length)	Aged* and unaged: median>3.8 GPa (550 kpsi)

	*Aging @85°C, 85% RH, 30 Days
Attenuation: (-40□C to +70□C) 1310 nm 1383 nm 1460 nm 1550 nm 1625 nm	 0.33 – 0.35 dB/km 0.32 – 0.35 dB/km 0.25 dB/km 0.19 – 0.21 dB/km 0.20 – 0.23 dB/km
Attenuation at the Water Peak	≤ 2.1 dB/km @ 1383 ±3 nm
Bandwidth:	
@1,300 nm (MM)/1310 nm (SM)	N/A
Chromatic Dispersion: 1285 – 1330 nm 1550 nm 1625 nm Zero Dispersion Wavelength (λ0) Zero Dispersion Slope (S_0) @ λ_0	 ≤ |3| ps/(nm x km) ≤ 18.0 ps/(nm x km) ≤ 22.0 ps/(nm x km) 1300 – 1322 nm < 0.090 ps/(nm^2 x km)
Cut-Off Wavelength(λccf)	≤ 1260 nm
Numerical Aperture (measured in Accordance with EIA-455-47)	0.12
Mode Field Diameter 1310 nm 1550 nm	 8.8 – 9.6 μm 9.6 – 10.6 μm

In certain underground locations, Low Water Peak fiber cable can be installed to provide additional optimized use in the 1385 nm region.

Color Coding

In buffer tubes containing multiple fibers, length of fiber shall be distinguishable from others in the same tube by means of color-coding according to the following:

1. Blue (BL)	7. Red (RD)
2. Orange (OR)	8. Black (BK)
3. Green (GR)	9. Yellow (YL)
4. Brown (BR)	10. Violet (VL)
5. Slate (SL)	11. Rose (RS)
6. White (WT)	12. Aqua (AQ)

Buffer tubes containing fibers shall be color-coded with distinct and recognizable colors according to the table listed above for fibers.

Colors shall be in accordance with the Munsell color shades (ASTM d 1535-01) and shall meet EIA/TIA-598 "Color Coding of Fiber Optic Cables."

Color formulations shall be compatible with fiber coatings and buffer tube filling compounds, and be heat stable. Colors shall not fade or smear or be susceptible to migration and shall not affect transmission characteristics of optical fibers and shall not cause fibers to stick together.

Cable Construction
Fiber optic cable shall consist of, but not limited to, the following components:

1. Buffer tubes
2. Central member
3. Filler rods
4. Stranding
5. Core and cable flooding
6. Tensile strength member
7. Ripcord
8. Outer jacket

Buffer Tubes
Clearance shall be provided in loose buffer tubes between fibers and insides of tubes to allow for expansion without constraining fibers. Fibers shall be loose or suspended within tubes and shall not adhere to insides of buffer tubes. Buffer tubes shall contain a maximum of 12 fibers.

Loose buffer tubes shall be extruded from material having a coefficient of friction sufficiently low to allow free movement of fibers. Material shall be tough and abrasion resistant to provide mechanical and environmental protection of fibers and permit safe intentional "scoring" and breakout without damaging or degrading internal fibers.

Buffer tube filling compound shall be a homogeneous hydrocarbon-based gel with anti-oxidant additives used to prevent water intrusion and migration. Filling compound shall be non-toxic and dermatologically safe to exposed skin, chemically and mechanically compatible with cable components, non-nutritive to fungus, non-hygroscopic and electrically non-conductive. Filling compound shall be free from dirt and foreign matter and shall be readily removable with conventional nontoxic solvents.

Buffer tubes shall be stranded around a central member by a method, such as the reverse oscillation stranding process that will prevent stress on fibers when the cable jacket is placed under strain.

Central Member
The central member functions as an anti-buckling element and shall be a glass reinforced plastic rod with similar expansion and contraction characteristics as the optical fibers and buffer tubes. A

symmetrical linear overcoat of polyethylene may be applied to central members to achieve optimum diameter to ensure proper spacing between buffer tubes during stranding.

Filler Rods
Fillers may be included in cables to maintain symmetry of cable cross- sections. Filler rods shall be solid medium or high-density polyethylene. The diameter of filler rods shall be the same as the outer diameter of buffer tubes.

Stranding
Completed buffer tubes shall be stranded around the overcoated central member using stranding methods, lay lengths and positioning so cables meet mechanical, environmental and performance specifications. A polyester binding shall be applied over stranded buffer tubes to hold them in place. Binders shall be applied with sufficient tension to secure buffer tubes to central members without crushing buffer tubes. Binders shall be non-hygroscopic, non-wicking (or rendered so by the flooding compound) and dielectric with low shrinkage.

Core and Cable Flooding
Cable core interstices shall contain a water blocking material to prevent water ingress and migration. Water blocking material shall be a polyolefin based compound, which fills the cable core interstices, or an absorbent polymer, which fills voids and swells to block ingress of water. Flooding compound or material shall be homogeneous, non-hygroscopic, electrically non-conductive, non-nutritive to fungus, nontoxic, dermatologically safe, and compatible with other cable components.

Tensile Strength Member
Tensile strength shall be provided by high tensile strength Aramid yarns or fiberglass helically stranded evenly around cable cores and shall not adhere to other cable components.

Ripcord
Cables shall contain at least one ripcord under the jacket for easy sheath removal.

Outer Jacket
Jackets shall be free of holes, splits, and blisters and shall be medium or high-density polyethylene (PE), or medium density cross-linked polyethylene with minimum nominal jacket thickness of 1 mm ±0.076 mm. Jacketing material shall be applied directly over tensile strength members and water blocking materials and shall not adhere to Aramid strength materials. Polyethylene shall contain carbon

black to provide ultraviolet light protection and shall not promote fungus growth.

Jackets or sheaths shall be marked with the manufacturer's name, the words "Optical Cable", the number of fibers, "SM", year of manufacture, and sequential measurement markings every meter. Actual cable lengths shall be within -0/+1 percent of length markings. Markings shall be a contrasting color to cable jackets. Heights of markings shall be 2.5 mm±0.2 mm.

General Cable Performance Specifications

F/O cable shall withstand water penetration when tested with one meter static head or equivalent continuous pressure applied at one end of a one meter length of filled cable for one hour. No water shall leak through open cable ends. Testing shall be in accordance with EIA-455-82 (FOTP- 82), "Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable."

A representative sample of cable shall be tested in accordance with EIA/TIA-455-81 (FOTP-81), "Compound Flow (Drip) Test for Filled Fiber Optic Cable". No preconditioning period shall be conducted. Cables shall exhibit no flow (drip or leak) at 70°C as defined in the test method.

Crush resistance of finished F/O cables shall be 220 N/cm applied uniformly over the length of cables without showing evidence of cracking or splitting when tested in accordance with EIA-455-41 (FOTP-41), "Compressive Loading Resistance of Fiber Optic Cables". The average increase in attenuation for fibers shall be ≤0.10 dB at 1550 nm (singlemode) for a cable subjected to this load. Cables shall not exhibit measurable increase in attenuation after removal of load. Testing shall be in accordance with EIA- 455-41 (FOTP-41), except that loads shall be applied at the rate of 3 mm to 20 mm per minute and maintained for 10 minutes.

Cables shall withstand 25 cycles of mechanical flexing at a rate of 30 ±1 cycles/minute. The average increase in attenuation for fibers shall be ≤0.20 dB at 1550 nm (singlemode) at the completion of testing. Outer cable jacket cracking or splitting observed under 10x magnification shall constitute failure. Testing shall be conducted in accordance with EIA-455-104 (FOTP-104), "Fiber Optic Cable Cyclic Flexing Test," with sheave diameters a maximum of 20 times the outside diameter of cables. Cables shall be tested in accordance with Test Conditions I and II of (FOTP-104).

Cables shall withstand 20 impact cycles, with a total impact energy of 5.9 N•m. Impact testing shall be conducted in accordance with TIA/EIA- 455-25B (FOTP-25) "Impact Testing of Fiber Optic Cables

and Cable Assemblies". The average increase in attenuation for fibers shall be <0.20 dB at 1550 nm for singlemode fiber. Cables shall not exhibit evidence of cracking or splitting.

Finished cable shall withstand a tensile load of 2700 N without exhibiting an average increase in attenuation of greater than 0.20 dB (singlemode). Testing shall be conducted in accordance with EIA-455-33 (FOTP-33), "Fiber Optic Cable Tensile Loading and Bending Test". Load shall be applied for 30 minutes in Test Condition II of the EIA-455-33 (FOTP-33) procedure.

Packaging and Shipping Requirements
Documentation of compliance to specifications shall be provided to the Engineer prior to ordering materials.

Attention is directed to "Fiber Optic Testing", of these special provisions.

Completed cables shall be packaged for shipment on reels. Cables shall be wrapped in weather and temperature resistant covering. Ends of cables shall be sealed to prevent ingress of moisture.

Ends of cables shall be securely fastened to reels to prevent cables from coming loose during transit. Four meters of cable on ends of cables shall be accessible for testing.

Cable reels shall have durable, weatherproof labels or tags showing the manufacturer's name, cable type, the actual length of cable on reels, the Contractor's name, the contract number, and the reel number. A shipping record shall be included in a weatherproof envelope showing the above information, including the date of manufacture, cable characteristics (size, attenuation, bandwidth, etc.), factory test results, cable identification number and other pertinent information.

Minimum hub diameter of reels shall be at least 30 times the diameter of the cable. F/O cable shall be in one continuous length per reel with no factory splices in fibers. Reels shall be marked to indicate the direction reels should be rolled to prevent loosening of cables.

Installation procedures and technical support information shall be furnished at the time of delivery.

10.7 LABELING

General
The Contractor shall label fiber optic cabling in a permanent consistent manner. Tags shall be of a material designed for long

term permanent labeling of fiber optic cables. Metal tags shall be stainless steel with embossed lettering. Non-metal label materials shall be approved by the Engineer and marked with permanent ink. Labels shall be affixed to cables per the manufacturer's recommendations and shall not be affixed in a manner, which will cause damage to fibers. Handwritten labels will not be allowed.

10.8 CABLE INSTALLATION

Cable installation shall be in conformance with the procedures specified by the cable manufacturer. The Contractor shall submit the manufacturer's recommended procedures for pulling fiber optic cable at least 20 Working Days prior to installing cable. Mechanical aids may be used provided that a tension measuring device, and break-away swivel are placed in tension to the end of cables. Tension in cables shall not exceed 2225 N or the manufacturer's recommended pulling tension, whichever is less.

During cable installation, the bend radius shall be a minimum of 20 times the outside diameter. Cable grips for installing fiber optic cables shall have a ball bearing swivel to prevent cables from twisting during installation.

F/O cable shall be installed using a cable pulling lubricant recommended by the F/O cable manufacturer and a pull rope conforming to the provisions in Section 4.10, "Conduit" of these special provisions. Personnel shall be stationed at splice vaults and pull boxes through which cables are pulled to lubricate and prevent kinking or other damage.

F/O cable shall be installed without splices except where allowed on the plans and shall be limited to one cable splice every 6 km if splice locations are not shown on the plans. Mid-span access splices or FDU terminations shall involve fibers being spliced as shown on the plans. Cable splices shall be located in splice closures installed in splice vaults or in No. 6(E) pull boxes. Slack shall be provided for F/O cables at the following splice enclosures:

Splice Enclosure Type	Minimum Slack (feet)
Splice Vault (N48)	**75**
Splice Vault (N48) with slice closure	**150**

The slack shall be divided equally on each side of splice closures.

10.9 SPLICING

Field splices shall be done in splice vaults, cabinets, and in splice trays housed in splice closures. Splices in cabinets shall be done in splice trays housed in FDU's.

Fiber splices shall be fusion type unless otherwise specified. Mean splice loss shall not exceed 0.07 dB per splice and shall be obtained by measuring loss through splices in both directions and averaging the resultant values.

Splices shall be protected with a metal reinforced thermal shrink sleeve. The mid-span access method shall be used to access individual fibers in cables for splicing to other cables. Cable manufacturers recommended procedures and approved tools shall be used for mid-span access. Only fibers to be spliced shall be cut. Buffer tubes and individual fibers not being used in mid-span access shall not be modified or damaged.

Individual fibers shall be looped one full turn within splice trays to avoid micro bending. A 45 mm minimum bend radius shall be maintained during installation and after final assembly in optical fiber splice trays. Bare fibers shall be individually restrained in splice trays. Optical fibers in buffer tubes and placement of bare optical fibers in splice trays shall not produce tensile force on optical fibers.

The Contractor will be allowed to splice a total of 30 percent of fibers to repair damage done during mid-span access splicing without penalty. The Engineer will assess a fine of $300.00 for each additional and unplanned splice. A single fiber may not have more than 3 unplanned splices within the 6km limitation. If a fiber requires more than 3 unplanned splices, the entire length of F/O cable shall be replaced at the Contractor's expense.

10.10 SPLICE CLOSURES

F/O field splices shall be enclosed in splice closures, complete with splice organizer trays, brackets, clips, cable ties, seals and sealant, as needed. Splice closures shall be suitable for direct burial or pull box applications. Manufacturer’s installation instructions shall be supplied to the Engineer prior to installation of splice closures. Location of splice closures shall be where a splice is required as shown on the plans, where designated by the Engineer, or described in these special provisions.

Splice closures shall conform to the following specifications:

A. Non-filled thermoplastic case.

B. Rodent proof, water proof, re-enterable and moisture proof.

C. Cable entry ports shall accommodate 10-mm to 25-mm diameter cables.

D. Multiple grounding straps.

E. Accommodate a minimum of 24 splice trays.

F. Suitable for "butt" or "through" cable entry configurations.

G. Place no stress on finished splices within splice trays.

The Contractor shall verify the quality of splices prior to sealing splice closures. Splice closures shall not be sealed until link testing is performed and is approved by the Engineer.

10.11 SPLICE TRAYS

Each splice tray shall accommodate a minimum of 12 fusion splices and shall allow a minimum bend radius of 45 mm. Individual fibers shall be looped one full turn within splice trays to allow for future splicing. Stress shall not be applied on fibers when located in final position. Buffer tubes shall be secured near entrances of splice trays. Splice tray covers may be transparent.

Splice trays shall conform to the following:

A. Accommodate up to 12 fusion splices.

B. Place no stress on completed splices within the tray.

C. Stackable with a snap-on hinge cover.

D. Buffer tubes securable with channel straps.

E. Accommodate a fusion splice with the addition of an alternative splice holder.

F. Be labeled after splicing is completed.

Only one splice tray may be secured by a bolt through the center of the tray in fiber termination units. Multiple trays shall be securely held in place per the manufacturer's recommendation.

10.12 PASSIVE CABLE ASSEMBLIES AND COMPONENTS

Fiber optic cable assemblies and components shall be compatible components, manufactured by a company regularly engaged in the production of material for the fiber optic industry. Components or assemblies shall be best quality, non-corroding, with a minimum design life of 20 years. The cable assemblies and components manufacturer shall be ISO 9001 registered.

10.13 FIBER OPTIC CABLE TERMINATIONS

10.13.1 GENERAL

Cables shall continue within conduit to the designated cable termination point. Components shall be the size and type required for the specified fiber. Fiber optic cable terminations may take place in several locations such as data node(s), video nodes, hubs, traffic signal (Adaptive Traffic Control Signal), and CCTV camera location(s).

10.13.2 CABLE TERMINATION

At the FDU, the cable jacket of outside plant cable, shall be removed exposing the Aramid yarn, filler rods, and buffer tubes. The exposed length of buffer tubes shall be at least the length recommended by the FDU manufacturer, which allows the tubes to be secured to the splice trays. Buffer tubes shall be secured to splice trays in which they are to be spliced. The remainder of the tubes shall be removed to expose sufficient length of fibers to properly install on splice trays, conforming to the requirements in "Splicing," of these special provisions.

When applicable, moisture-blocking gel shall be removed from exposed buffer tubes and fibers. The transition from the buffer tube to the bundle of jacketed fibers shall be treated by an accepted procedure for sleeve tubing, shrink tube and silicone blocking of the transition to prevent future gel leak. Manufacturer directions shall be followed to ensure gel will not flow from ends of buffer tubes throughout the specified temperature range. Individual fibers shall be stripped and prepared for splicing.

Factory terminated pigtails shall be spliced and placed in splice trays.

Fibers inside fiber optic cables entering Fiber Distribution Units (FDU) shall be terminated and labeled. Attention is directed to "Fiber Distribution Unit" of these special provisions.

10.13.3 DISTRIBUTION INTERCONNECT PACKAGE

Distribution involves connecting fibers to locations shown on the plans. The distribution interconnect package consists of FDUs with connector panels, couplers, splice trays, fiber optic pigtails and cable assemblies with connectors. The distribution interconnect package shall

be assembled and tested by a company regularly engaged in the assembly of these packages. Attention is directed to "Fiber Optic Testing" of these special provisions. Distribution components shall be products of same manufacturers, regularly engaged in the production of these components with quality assurance programs.

10.13.4 FIBER OPTIC CABLE ASSEMBLIES AND PIGTAILS

Cables for cable assemblies shall be made of fiber meeting the performance requirements of these special provisions for the F/O cable being connected.

Pigtails shall be of simplex (one fiber) construction, in 900-μm tight buffer form, surrounded by Aramid yarn for strength, with a PVC jacket with manufacturer's identification information, and a nominal outer jacket diameter of 3 mm. Singlemode simplex cable jackets shall be yellow. Pigtails shall be factory terminated and tested and at least one meter in length.

Jumpers may be of simplex or duplex design. Duplex jumpers shall be duplex round cable construction and shall not have zipcord (Siamese) construction. Jumpers shall be at least 2 m in length.

Outer jackets of duplex jumpers shall be yellow. The 2 inner simplex jackets shall be contrasting colors to provide easy visual identification for polarity.

Connectors shall be ceramic ferrule ST or SC type for SMFO. Indoor or outdoor ST connector body housings shall be nickel- plated zinc or glass reinforced polymer construction. Indoor or outdoor SC connector body housings shall be glass reinforced polymer.

Associated couplers shall be the same material as connector housings.

Connectors shall be the 2.5 mm connector ferrule type with Zirconia Ceramic material with a PC (Physical Contact) pre- radiused tip.

All connectors shall have an operating temperature range from -40°C to +70°C. Insertion loss shall not exceed 0.4 dB for singlemode and return reflection loss on singlemode connectors shall be at least -35 dB. Connection durability shall be less than a 0.2 dB change per 500 mating cycles per EIA-455-21A (FOTP-21). Terminations

shall provide a minimum 222 N pull out strength. Factory test results shall be documented and submitted to the Engineer prior to installing connectors. Singlemode connectors shall have a yellow color on the body and boot.

Field terminations shall be limited to splicing of adjoining cable ends and cables to ST or SC pigtails.

Connectors shall be factory-installed and tested.

Unmated connectors shall have protective caps installed.

10.14 FIBER OPTIC TESTING

10.14.1 GENERAL

Testing shall include tests on elements of passive fiber optic components at the factory, after delivery to the project site but prior to installation, and after installation but prior to connection to other portions of the systems. The Contractor shall provide personnel, equipment, instrumentation, and materials necessary to perform testing. The Engineer shall be notified at least two (2) Working Days prior to field tests. Notification shall include the exact location or portion of system to be tested.

Documentation of test results shall be provided to the Engineer within five (5) Working Days after testing.

A minimum of 15 working days prior to arrival of cable at the site, the Contractor shall provide detailed test procedures for field testing for the Engineer's review and approval. Procedures shall include tests involved and how tests are to be conducted. Test procedures shall include the model, manufacturer, configuration, calibration, and alignment procedures for proposed test equipment.

10.14.2 FACTORY TESTING

Documentation of compliance with fiber specifications as listed in the Fiber Characteristics Table shall be supplied by the original equipment manufacturer. Before shipment, but while on shipping reels, 100 percent of fibers shall be tested for attenuation. Copies of the results shall be maintained on file by the manufacturer

with a file identification number for a minimum of 7 years, attached to cable reels in waterproof pouches, and submitted to the Contractor and to the Engineer.

10.14.3 ARRIVAL ON SITE

Cables and reels shall be physically inspected on delivery and 100 percent of fibers shall be attenuation tested to confirm that cable meets requirements. Failure of a fiber in the cable shall be cause for rejection of the entire reel. Test results shall be recorded, dated, compared and filed with copies accompanying shipping reels in weatherproof envelopes. Attenuation deviations from shipping records of greater than 5 percent shall be brought to the attention of the Engineer. Cables shall not be installed until completion of testing and written approval of the Engineer. Copies of traces and test results shall be submitted to the Engineer. If test results are unsatisfactory, the reel of F/O cable shall be considered unacceptable and records corresponding to that reel of cable shall be marked accordingly. Unsatisfactory reels of cable shall be replaced with new reels of cable at the Contractor's expense. New reels of cable shall be tested to demonstrate acceptability. Copies of test results shall be submitted to the Engineer.

10.14.4 AFTER CABLE INSTALLATION

Index matching gel will not be allowed in connectors during testing. After fiber optic cable has been pulled, but before breakout and termination, 100 percent of fibers shall be tested with an OTDR for attenuation. Test results shall be recorded, dated, compared, and filed with previous copies of these tests. Copies of traces and test results shall be submitted to the Engineer. If OTDR test results are unsatisfactory, the F/O cable segment of cable will be rejected. Unsatisfactory segments of cable shall be replaced with new segments, without additional splices, at the Contractor's expense. New cable segments shall be tested to demonstrate acceptability. Copies of test results shall be submitted to the Engineer.

10.14.5 SYSTEM CABLE VERIFICATION AT COMPLETION

A. Power Meter and Light Source
At the conclusion of OTDR testing, 100 percent of fiber links shall be tested end-to-end with a power meter and light source, in accordance with EIA Optical Test Procedure 171 and in the same wavelengths specified for

OTDR tests. Tests shall be conducted in one direction as directed by the Engineer. The Insertion Loss (1C) shall be calculated. Test results shall be recorded, compared, and filed with the other recordings of the same links. Test results shall be submitted to the Engineer. These values shall be recorded and provided in summary table and submitted to the Engineer for review and approval within five (5) Working Days of completing the test.

B. OTDR Testing

After passive cabling systems have been installed and are ready for activation, 100 percent of fibers shall be tested with OTDR for attenuation at wavelengths of 1310 nm and 1550 nm. OTDR testing shall be performed in both directions (bi-directional) on fibers. Test results shall be generated from software of test equipment, recorded, dated, compared and filed with previous copies. A hard copy printout and an electronic copy on a CD of traces and test results shall be submitted to the Engineer. The average of the 2 losses shall be calculated and recorded in the Cable Verification Worksheet in Appendix D. The OTDR shall be capable of recording and displaying anomalies of at least 0.02 dB. Connector losses shall be displayed on OTDR traces.

C. Test Failures

If link loss, measured from the power meter and light source, exceeds the calculated link loss or the actual location of fiber ends does not agree with the expected location of fiber ends, fiber optic links will not be accepted. Unsatisfactory segments of cable or splices shall be replaced with new segments of cables or splices at the Contractor's expense. OTDR testing, power meter and light source testing, and Cable Verification Worksheet shall be completed for repaired links to determine acceptability. Copies of test results shall be submitted to the Engineer. Removal and replacement of segments of cable shall be considered as removal and replacement of a single contiguous length of cable connecting 2 splices and 2 connectors. Removal of a section containing a failure will not be allowed.

Passive Component Package Testing and Documentation

Components in the passive component package (FDUs, pigtails, jumpers, couplers, and splice trays) shall be from a manufacturer who is ISO 9001 registered.

Pigtails or jumpers shall be tested for insertion attenuation loss using optical power meters and light sources. Singlemode terminations shall be tested for return reflection loss. Values shall meet loss requirements specified and shall be recorded on tags attached to pigtails or jumpers.

After an assembly is complete, the manufacturer shall visually verify that tagging of loss values is complete. The manufacturer shall conduct an "end-to-end" optical power meter/light source test from pigtail ends to end of terminating points assuring continuity and overall attenuation loss values are acceptable.

Final test results shall be recorded with previous individual component values on forms assigned to individual FDU. Completed forms shall be dated and signed by the Manufacturer's Quality Control supervisor. One copy of the form shall be attached in a plastic envelope to the assembled FDU. Copies shall be provided separately to the Contractor and the Engineer, and shall be maintained on file by the manufacturer or supplier.

Assembled and completed FDU units shall be protectively packaged for shipment to the Contractor for installation.

Fiber Optic System Performance Margin Design Criteria

Installed system performance margin shall be at least 6 dB for links. If the design system performance margin is less than 6 dB, the Engineer shall be notified of the Contractor's plan to meet this requirement.

Active Component Testing

Transmitters and receivers shall be tested with power meters and light sources to record transmitter average output power (dBm) and receiver sensitivity (dBm).

All new fiber optic cable shall be fixed with identification bands in pull boxes and near termination points. Identification bands shall indicate that the cable is "INTERCONNECT" and the direction in which the cable is traveling (North-South or East- West).

11.0 TRAFFIC SIGNAL PRE TURN-ON REVIEW

The following steps should be followed for a typical traffic signal pre turn-on review:

A. Contractor completes all items relating to the operation of the signal. Striping and pavement markings must be complete. Contractor notifies Public Works Inspector once power equipment and wires are installed.

B. Contractor requests final electric permit inspection of service equipment. Once approved, Building Inspection will issue turn on request to Finance Department.

C. Contractor requests a pre-turn-on inspection through the Public Works Inspector. A one-week advance notice is required to schedule this inspection.

The pre turn-on inspection is not a final inspection. The Electric Technician will only inspect the signal for completeness. Contractor shall complete items as necessary and reschedule another pre-turn-on inspection through the Public Works Inspector.

D. Contractor requests a flashing pre-turn-on of the signal through the Public Works Inspector only after the Electric Technician finds the results of the pre-turn-on satisfactory. Contractor will flash the signal while the Electric Technician verifies the operation. Electric Technician also verifies cabinet wiring and auxiliary equipment in the traffic signal cabinet and the Tesco power cabinet. Depending on the workload of the Electric Technician, the inspection will take place within one week of the request. Deficient items will be noted and a list of deficient items will be supplied to the Contractor.

E. Contractor shall complete deficient items and request another flashing pre-turn-on through the Public Works Inspector. If an additional inspection is required due to non-compliance with the previous deficiency list, the Contractor will be charged the actual cost for the inspection.

F. If the flashing pre-turn-on is successful, the Contractor requests a final turn- on through the Public Works Inspector. Depending on the workload of the Electric Technician, Traffic Engineering, and the cabinet and video equipment manufacturers representatives, the turn-on will take place within one week of the request.

Signal turn-on shall only be performed on Tuesday, Wednesday, or Thursday. Turn-on shall start at 9:30 A.M. and shall be completed by 1:00 P.M.

G. After the final turn-on request and prior to the turn-on day, the following items will be performed:

1. Electric Technician installs the traffic signal controller, camera controller, detector amplifiers (if required) and the intersection is “run dark” for seven days prior to turn-on. Traffic Engineering will verify operation of detector and communications lines and equipment. Contractor shall repair any deficiencies found prior to turn-on.
2. Contractor to schedule cabinet manufacturer to be present on turn-on day.
3. Contractor will schedule the camera manufacturer to be present during the turn-on day.

12.0 TRAFFIC SIGNAL TURN-ON

The following items will be performed on the day of the turn-on:

A. Public Works Inspector and Traffic Engineering will walk the intersection and check all the signal heads and pedestrian heads for proper alignment including PV visors. Contractor will correct as required.

B. Electric Technician connects the traffic signal controller, camera controller, detector amplifiers (if required). Installs load switches, relays and any auxiliary equipment. Electric Technician will assist the camera manufacturer as necessary with the cable connections to the camera controller. Cabinet manufacturer will inspect the installation of items in the cabinet.

C. Traffic Engineering will check for the proper location of the cameras with the camera manufacturer. Contractor will provide the bucket truck and personnel to relocate the cameras as necessary to the requirements of Traffic Engineering.

D. Traffic Engineering will install the program card in the controller and verify against timing sheet.

E. Traffic Engineering and Electric Technician/Contractor/Cabinet manufacturer will place the signal in normal operation and Contractor will cover any stop signs.

F. Traffic Engineering and Electric Technician will verify operation of the signal and make any necessary changes to the timing. After the operation of the signal has been verified, the Public Works Inspector will notify Contractor to remove any existing stop signs.

The Engineer reserves the right to suspend the counting of working days, during the traffic signal turn-on, if unexpected or undue delays are encountered.

G. Contractor requests final inspection. Electric Technician, Traffic Engineering, and Public Works Inspector will inspect the traffic signal construction and prepare a deficiency list (compiled by the Public Works Inspector) to be delivered to the Contractor. Contractor will correct the work.

H. Once corrected, Contractor will request another inspection (if needed) through the Public Works Inspector. If a second inspection is required due to non-compliance with the previous deficiency list, the Contractor will be charged the actual cost for the second inspection.

Signal turn on shall be performed on Tuesday, Wednesday, or Thursday. Turn on shall start at 9:30 A.M. and shall be completed by 2:30 P.M.

13.0 WARRANTY

Contractor shall warrant all material and workmanship to be free from defects for a period of one year after acceptance. In the event that evidence of failure develops within one year, Contractor shall replace the faulty components at no cost to the City. A guaranty for this purpose is included as Document 00630, Guaranty.

14.0 PAYMENT

Any item of work not shown on the Bid but is required by the Contract Documents shall be considered as incidental and full compensation for same shall be considered included in the payment for the bid item(s) shown on the Bid.

Detector Loop Test Results

Intersection Location:									
Contract No.: CE XX-XX-XX									
Contractor:									
Phase #	**Lane #***	**Type****	**Loc.*****	**Meg**	**"L"**	**“R”**	**"Q"**	**By**	**Date**
* Lane Closest To Center of Roadway is #1 Lane (1,2,3, etc.) ** P=Presence Detector, A= Advance Detector									
***Head Loop (closest to stop bar)=A (A,B,C,D)									
Meg = Megohms, “L” = Inductance,“R” = Resistance, “Q” = Quality Factor									

END OF SECTION

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

2. FEE SCHEDULE

2.1 Appendix B-1 sets forth the detailed fee schedule for annual maintenance services at its corresponding intersections.

2.2 Appendix B-2 sets forth the detailed fee schedule for as-needed services pursuant to Exhibit A, Scope of Services.

3. ADDITONAL AS-NEEDED SERVICES

In the event the City requires additional traffic signal maintenance, repair, and support services, Contractor shall provide a written quotation that includes all costs to complete the additional work requested. Contractor shall obtain prior written approval from the City before starting work.

Description	Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
Hourly Lead Signal Technician (straight time)	**$235.00**	**$242.00**	**$250.00**	**$258.00**	**$265.00**
Hourly Signal Technician (straight time)	**$225.00**	**$232.00**	**$240.00**	**$248.00**	**$255.00**
Hourly General Labor (straight time)	**$140.00**	**$145.00**	**$150.00**	**$155.00**	**$160.00**
Hourly Fiber Optic Technician (straight time)	**$225.00**	**$232.00**	**$240.00**	**$248.00**	**$255.00**
Hourly Lead Signal Technician (over time)	**$335.00**	**$345.00**	**$355.00**	**$365.00**	**$375.00**

Description	Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
Hourly Signal Technician (over time)	**$325.00**	**$335.00**	**$345.00**	**$355.00**	**$365.00**
Hourly General Labor (over time)	**$185.00**	**$190.00**	**$195.00**	**$200.00**	**$207.00**
Hourly Fiber Optic Technician (over time)	**$315.00**	**$325.00**	**$332.00**	**$345.00**	**$355.00**

Materials Mark Up on Actual Costs	10%

4. OPTION PERIODS

Pursuant to Section 2.B. of the Agreement, after the initial five-year term, the City reserves the right to exercise two (2) one-year period extensions for a total of seven (7) years. Pricing shall remain fixed during the initial five-year term, after which the Contractor may request rate adjustments no more than once annually. In the event the City elects to exercise the options after the initial term, any proposed rate adjustments must be substantiated by the Contractor to the satisfaction of the City that a price increase is warranted and must be supported by the appropriate price index e.g. PPI, CPI, etc. Price adjustments are subject to the City's approval.

5. INVOICING

5.1 The Contractor shall invoice the City on a monthly basis for all services provided by the Contractor during the preceding month on an invoice and in the format approved by the City and subject to verification and approval by the City. The invoice must reflect labor rates and classification in accordance with California Department of Industrial Relations prevailing wage rates, equipment rates within the Caltrans Equipment Rental Rates Book, and material costs supported by vendor invoices. The markups used for labor, equipment, and materials shall be in accordance with the City's Standard Specifications.

5.2 Invoice shall include, at a minimum, the following:

5.2.1 Service date

5.2.2 Line item of services provided

5.2.3 Unit cost of each line item

5.2.4 Quantity/number of hours for each line item

5.2.5 Total cost of each line item

5.3 The City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

Appendix B-1
Annual Maintenance Services

This Appendix B-1 sets forth the detailed fee schedule for annual maintenance services at its corresponding intersections.

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
1	Signal	Calvert Drive/I-280	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
2	Signal	Agilent Tech	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
3	Signal	Lawrence Expy W	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
4	Signal	Lawrence Expy E	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
5	Signal	Cabot Ave/Loma Linda Dr	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
6	Signal	Cronin Dr	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
7	Signal	Woodhams Rd	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
8	Signal	Saratoga Ave	Keystone Ave	$135.00	$140.00	$145.00	$150.00	$155.00
9	Signal	Cypress Ave	Pruneridge Ave	$135.00	$140.00	$145.00	$150.00	$155.00
10	Signal	Saratoga Ave	Pruneridge Ave	$135.00	$140.00	$145.00	$150.00	$155.00
11	Signal	Kiely Blvd	Pruneridge Ave	$135.00	$140.00	$145.00	$150.00	$155.00
12	Signal	Woodhams Rd	Pruneridge Ave	$135.00	$140.00	$145.00	$150.00	$155.00
13	Signal	Pomeroy Ave	Pruneridge Ave	$135.00	$140.00	$145.00	$150.00	$155.00
14	Signal	Kiely Blvd	Forbes Ave	$135.00	$140.00	$145.00	$150.00	$155.00
15	Signal	Saratoga Ave	Los Padres Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
16	Signal	Kaiser Dr	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
17	Signal	Bing Dr	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
18	Signal	Pomeroy Ave	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
19	Signal	Peppertree Ln	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
20	Signal	Kiely Blvd	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
21	Signal	Central Library	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
22	Signal	Las Palmas	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
23	Signal	Saratoga Ave	Newhall St	$135.00	$140.00	$145.00	$150.00	$155.00
24	Signal	Winchester Blvd	Newhall St	$135.00	$140.00	$145.00	$150.00	$155.00
25	Signal	Washington St	Newhall St	$135.00	$140.00	$145.00	$150.00	$155.00
26	Signal	Washington St	Poplar St	$135.00	$140.00	$145.00	$150.00	$155.00
27	Signal	Monroe St	Bellomy St	$135.00	$140.00	$145.00	$150.00	$155.00
28	Signal	Winchester Blvd	Bellomy St	$135.00	$140.00	$145.00	$150.00	$155.00
29	Signal	Winchester Blvd	Market St	$135.00	$140.00	$145.00	$150.00	$155.00
30	Signal	Scott Blvd	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
31	Signal	Los Padres Blvd	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
32	Signal	Kiely Blvd	Kaiser Dr	$135.00	$140.00	$145.00	$150.00	$155.00
33	Signal	Pomeroy Ave	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
34	Signal	Kiely Blvd	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
35	Signal	Scott Blvd	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
36	Signal	Monroe St	Market St	$135.00	$140.00	$145.00	$150.00	$155.00
37	Signal	Lafayette St	Bellomy St	$135.00	$140.00	$145.00	$150.00	$155.00
38	Signal	The Alameda/Park Ave	Bellomy St	$135.00	$140.00	$145.00	$150.00	$155.00
39	Signal	Lafayette St	Market St	$135.00	$140.00	$145.00	$150.00	$155.00
40	Signal	Lafayette St	Santa Clara St	$135.00	$140.00	$145.00	$150.00	$155.00
41	Signal	Lafayette St	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
42	Signal	Monroe St	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
43	Signal	Lincoln St	Homestead Rd	$135.00	$140.00	$145.00	$150.00	$155.00
44	Signal	Lincoln St	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
45	Signal	Monroe St	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
46	Signal	Lafayette St	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
47	Signal	Coleman Ave	Brokaw Rd	$135.00	$140.00	$145.00	$150.00	$155.00
48	Signal	Lafayette St	Lewis St	$135.00	$140.00	$145.00	$150.00	$155.00
49	Signal	Lafayette St	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
50	Signal	Monroe St	Lewis St	$135.00	$140.00	$145.00	$150.00	$155.00
51	Signal	Monroe St	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
52	Signal	Lincoln St	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
53	Signal	Scott Blvd	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
54	Signal	Los Padres Blvd	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
55	Signal	Bowers Ave	Warburton Ave	$135.00	$140.00	$145.00	$150.00	$155.00
56	Signal	Scott Blvd	Warburton Ave	$135.00	$140.00	$145.00	$150.00	$155.00
57	Signal	Scott Blvd	Royal Dr	$135.00	$140.00	$145.00	$150.00	$155.00
58	Signal	Bowers Ave	Barkley Ave	$135.00	$140.00	$145.00	$150.00	$155.00
59	Signal	Bowers Ave	Cabrillo Ave	$135.00	$140.00	$145.00	$150.00	$155.00
60	Signal	Scott Blvd	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
61	Signal	Lafayette St	Memorex Dr	$135.00	$140.00	$145.00	$150.00	$155.00
62	Signal	Los Padres Blvd	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
63	Signal	Bowers Ave	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
64	Signal	Monticello Way	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
65	Signal	Calabazas Blvd	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
66	Signal	Bowers Ave	Chromite Dr	$135.00	$140.00	$145.00	$150.00	$155.00
67	Signal	Scott Blvd	Martin Ave	$135.00	$140.00	$145.00	$150.00	$155.00
68	Signal	Lafayette St	Martin Ave	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
69	Signal	De La Cruz Blvd	Martin Ave	$135.00	$140.00	$145.00	$150.00	$155.00
70	Signal	De La Cruz Blvd	Airport Tech Park	$135.00	$140.00	$145.00	$150.00	$155.00
71	Signal	Lafayette St	Walsh Ave	$135.00	$140.00	$145.00	$150.00	$155.00
72	Signal	Nvidia	Walsh Ave	$135.00	$140.00	$145.00	$150.00	$155.00
73	Signal	Bowers Ave	Mead Ave	$135.00	$140.00	$145.00	$150.00	$155.00
74	Signal	Corvin Dr	Kifer Rd	$135.00	$140.00	$145.00	$150.00	$155.00
75	Signal	Bowers Ave	Walsh Ave	$135.00	$140.00	$145.00	$150.00	$155.00
76	Signal	Scott Blvd	Space Park Dr	$135.00	$140.00	$145.00	$150.00	$155.00
77	Signal	Jay St	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
78	Signal	Olcott St	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
79	Signal	Octavius	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
80	Signal	Bowers Ave	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
81	Signal	Lakeside Dr	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
82	Signal	Lafayette St	Laurelwood Rd	$135.00	$140.00	$145.00	$150.00	$155.00
83	Signal	De La Cruz Blvd	Laurelwood Rd	$135.00	$140.00	$145.00	$150.00	$155.00
84	Signal	Bowers Ave	Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00
85	Signal	Bowers Ave	101 South	$135.00	$140.00	$145.00	$150.00	$155.00
86	Signal	Lafayette St	Aldo Ave	$135.00	$140.00	$145.00	$150.00	$155.00
87	Signal	De La Cruz Blvd	Aldo Ave	$135.00	$140.00	$145.00	$150.00	$155.00
88	Signal	Lafayette St	Laurie Ave	$135.00	$140.00	$145.00	$150.00	$155.00
89	Signal	Great America Pkwy	101 North	$135.00	$140.00	$145.00	$150.00	$155.00
90	Signal	Lafayette St	Norman Ave	$135.00	$140.00	$145.00	$150.00	$155.00
91	Signal	Lafayette St	Clyde Ave	$135.00	$140.00	$145.00	$150.00	$155.00
92	Signal	Lafayette St	Montague North	$135.00	$140.00	$145.00	$150.00	$155.00
93	Signal	Lafayette St	Montague South	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
94	Signal	De La Cruz Blvd	Greenwood Dr	$135.00	$140.00	$145.00	$150.00	$155.00
95	Signal	Burton Dr	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
96	Signal	Juliet Ln	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
97	Signal	Agnew Rd	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
98	Signal	San Tomas Aq Trail	Agnew Rd	$135.00	$140.00	$145.00	$150.00	$155.00
99	Signal	Freedom Circle	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
100	Signal	Marriot	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
101	Signal	Great America Pkwy	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
102	Signal	Mission College Circle	Mission College Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
103	Signal	Lafayette St	Palm Dr	$135.00	$140.00	$145.00	$150.00	$155.00
104	Signal	Harrigan Dr	Agnew Rd	$135.00	$140.00	$145.00	$150.00	$155.00
105	Signal	Sun Fire Way	Agnew Rd	$135.00	$140.00	$145.00	$150.00	$155.00
106	Signal	Lafayette St	Agnew Rd	$135.00	$140.00	$145.00	$150.00	$155.00
107	Signal	Lick Mill Blvd	Moreland Way	$135.00	$140.00	$145.00	$150.00	$155.00
108	Signal	Great America Pkwy	Patrick Henry Dr	$135.00	$140.00	$145.00	$150.00	$155.00
109	Signal	Lafayette St	Hope Dr	$135.00	$140.00	$145.00	$150.00	$155.00
110	Signal	Lafayette St	Eisenhower Dr	$135.00	$140.00	$145.00	$150.00	$155.00
111	Signal	Lick Mill Blvd	Hope Dr	$135.00	$140.00	$145.00	$150.00	$155.00
112	Signal	Lafayette St	Hogan Dr	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
113	Signal	Great America Pkwy	Old Glory Ln	$135.00	$140.00	$145.00	$150.00	$155.00
114	Signal	Stern Ave	Stevens Creek Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
115	Signal	Lafayette St	Calle De Primavera	$135.00	$140.00	$145.00	$150.00	$155.00
116	Signal	Lick Mill Blvd	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
117	Signal	Calle De Sol	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
118	Signal	Centennial Blvd	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
119	Signal	Convention Center	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
120	Signal	Great America Pkwy	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
121	Signal	Old Ironsides Dr	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
122	Signal	Patrick Henry Dr	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
123	Signal	Great America Pkwy	Bunker Hill Ln	$135.00	$140.00	$145.00	$150.00	$155.00
124	Signal	Lafayette St	Calle De Luna	$135.00	$140.00	$145.00	$150.00	$155.00
125	Signal	Great America Pkwy	Old Mtn/Alviso Rd	$135.00	$140.00	$145.00	$150.00	$155.00
126	Signal	Betsy Ross Drive	Old Mtn/Alviso Rd	$135.00	$140.00	$145.00	$150.00	$155.00
127	Signal	Great America Pkwy	Great America Way	$135.00	$140.00	$145.00	$150.00	$155.00
128	Signal	Ped Crossing	Tasman Dr	$135.00	$140.00	$145.00	$150.00	$155.00
129	Signal	De La Cruz Blvd	Reed St	$135.00	$140.00	$145.00	$150.00	$155.00
130	Signal	San Tomas Aq Trail	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
131	Signal	Lakeside Dr	Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
132	Signal	Oakmead Village Dr	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
133	Signal	Garrett Dr	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
134	Signal	Scott Blvd	Anna Dr	$135.00	$140.00	$145.00	$150.00	$155.00
135	Signal	McCormick	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
136	Signal	Montgomery Dr	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
137	Signal	Montgomery Dr	Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00
138	Signal	Scott Blvd	Walsh Ave	$135.00	$140.00	$145.00	$150.00	$155.00
139	Signal	Ped Crossing	Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00
140	Signal	Coronado P (Alley B)	Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00
141	Signal	Lafayette St	Reed St	$135.00	$140.00	$145.00	$150.00	$155.00
142	Signal	Nobili Ave	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
143	Signal	Calvert Drive	Calvert Ct	$135.00	$140.00	$145.00	$150.00	$155.00
144	Signal	Monroe St	Chromite Dr	$135.00	$140.00	$145.00	$150.00	$155.00
145	Signal	Cronin Dr	Pruneridge Ave	$135.00	$140.00	$145.00	$150.00	$155.00
146	Signal	Brokaw Rd	Wondo Wy	$135.00	$140.00	$145.00	$150.00	$155.00
147	HAWK	Lafayette St	Lexington St	$135.00	$140.00	$145.00	$150.00	$155.00
148	HAWK	Lafayette St	Franklin St	$135.00	$140.00	$145.00	$150.00	$155.00
149	HAWK	Moraga St	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
150	HAWK	Meadowbrook Dr	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
151	HAWK	Glade Dr	Monroe St	$135.00	$140.00	$145.00	$150.00	$155.00
152	HAWK	Alpine Ave	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
153	HAWK	Buchanan Dr	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
154	HAWK	Morse Ln	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
155	HAWK	Harrison St	El Camino Real	$135.00	$140.00	$145.00	$150.00	$155.00
156	HAWK	Coronado Dr	Scott Blvd	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
157	HAWK	Lick Mill Blvd	East River	$135.00	$140.00	$145.00	$150.00	$155.00
158	HAWK	Sonoma Pl	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
159	HAWK	Washington St	Linden Dr	$135.00	$140.00	$145.00	$150.00	$155.00
160	HAWK	Washington St	Manchester Dr	$135.00	$140.00	$145.00	$150.00	$155.00
161	HAWK	Kiely Blvd	Malabar	$135.00	$140.00	$145.00	$150.00	$155.00
162	HAWK	Scott Blvd	Harrison St	$135.00	$140.00	$145.00	$150.00	$155.00
163	Reversible	Lewis St	e/o Lafayette St	$135.00	$140.00	$145.00	$150.00	$155.00
164	Reversible	Lafayette St	n/o Harrison St	$135.00	$140.00	$145.00	$150.00	$155.00
165	Reversible	Lafayette St	n/o Fremont St	$135.00	$140.00	$145.00	$150.00	$155.00
166	Reversible	Lafayette St	s/o Fremont St	$135.00	$140.00	$145.00	$150.00	$155.00
167	Reversible	Lafayette St	n/o Franklin St	$135.00	$140.00	$145.00	$150.00	$155.00
168	Reversible	Lafayette St	s/o Franklin St	$135.00	$140.00	$145.00	$150.00	$155.00
169	Beacon	Monroe St	Marchese Way	$135.00	$140.00	$145.00	$150.00	$155.00
170	Beacon	Fallon Ave	Saratoga Ave	$135.00	$140.00	$145.00	$150.00	$155.00
171	Beacon	Monroe St	s/o Chromite Dr	$135.00	$140.00	$145.00	$150.00	$155.00
172	Beacon	Monroe St	s/o Calabazas Ave	$135.00	$140.00	$145.00	$150.00	$155.00
173	Beacon	The Alameda	Benton St	$135.00	$140.00	$145.00	$150.00	$155.00
174	Beacon	Saratoga Ave	e/o Cypress Ave	$135.00	$140.00	$145.00	$150.00	$155.00
175	Beacon	Saratoga Ave	w/o Los Padres Blvd	$135.00	$140.00	$145.00	$150.00	$155.00
176	Beacon	Bowers Ave	n/o Chromie Dr	$135.00	$140.00	$145.00	$150.00	$155.00
177	Beacon	Bowers Ave	n/o Bonnie Dr	$135.00	$140.00	$145.00	$150.00	$155.00
178	Beacon	Lick Mill Blvd	East River Pkwy	$135.00	$140.00	$145.00	$150.00	$155.00
179	Beacon	Lick Mill Blvd	Fitzpatrick Way	$135.00	$140.00	$145.00	$150.00	$155.00
180	RRFB	Octavius Dr	Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00

Item #	Type	Site Description		Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
		North/South Street	East/West Street					
181	RRFB	Octavius Dr	s/o Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00
182	RRFB	Montogomery Dr	s/o Augustine Dr	$135.00	$140.00	$145.00	$150.00	$155.00
183	RRFB	Juliet Ln	n/o Laureldwood Rd	$135.00	$140.00	$145.00	$150.00	$155.00
184	Beacon	Halford Ave	Burnley Way	$135.00	$140.00	$145.00	$150.00	$155.00
185	RRFB	Los Padres Blvd	Royal Dr	$135.00	$140.00	$145.00	$150.00	$155.00
186	RRFB	Townsend Ave	Cabrillo Ave	$135.00	$140.00	$145.00	$150.00	$155.00
187	Beacon	Lafayette St	Reeve St	$135.00	$140.00	$145.00	$150.00	$155.00
188	RRFB	e/o Hoover Dr	Cabrillo Ave	$135.00	$140.00	$145.00	$150.00	$155.00
189	RRFB	Morrison Ave	Cabrillo Ave	$135.00	$140.00	$145.00	$150.00	$155.00
190	RRFB	Pomeroy Ave	Humbolt Ave	$135.00	$140.00	$145.00	$150.00	$155.00
191	RRFB	Pomeroy Ave	Lochinvar Ave	$135.00	$140.00	$145.00	$150.00	$155.00
192	RRFB	The Alameda	n/o Mission St	$135.00	$140.00	$145.00	$150.00	$155.00
193		Underground Service Alerts Request (Hourly)		$116.00	$120.00	$125.00	$130.00	$135.00

Appendix B-2
As-Needed Services

This Appendix B-2 sets forth the detailed fee schedule for as-needed services pursuant to Exhibit A, Scope of Services.

Item No.	Service Description	UOM	Unit Cost Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Unit Cost Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Unit Cost Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Unit Cost Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Unit Cost Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
1	Remove safety light	Each	$40.00	$41.00	$41.00	$41.00	$41.00
2	Remove existing MAS signal	Each	$40.00	$41.00	$41.00	$41.00	$41.00
3	Remove existing SV/TV/SP signal	Each	$40.00	$41.00	$41.00	$41.00	$41.00
4	Furnish and install LED safety light	Each	$670.00	$700.00	$700.00	$700.00	$700.00
5	Furnish and install RRFB signal	Each	$4,740.00	$4,800.00	$4,800.00	$4,800.00	$4,800.00
6	Furnish and install 3-section vehicle signal	Each	$800.00	$840.00	$845.00	$845.00	$845.00
7	Furnish and install 5-section vehicle signal	Each	$1,250.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00
8	Furnish and install 16x18 pedestrian signal	Each	$800.00	$840.00	$840.00	$840.00	$840.00
9	Furnish and install MAS/MAT framework	Each	$220.00	$225.00	$225.00	$225.00	$225.00
10	Furnish and install SV/TV/SP-1-T framework	Each	$510.00	$525.00	$525.00	$525.00	$525.00
11	Furnish and install SV/TV/SP-2-T framework	Each	$565.00	$575.00	$580.00	$580.00	$580.00
12	Furnish and install SV/TV-3-T framework	Each	$950.00	$965.00	$965.00	$965.00	$965.00
13	Furnish and install Traffic Controller Unit	Each	$10,150.00	$10,250.00	$11,000.00	$11,000.00	$11,000.00

Item No.	Service Description	UOM	Unit Cost Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Unit Cost Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Unit Cost Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Unit Cost Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Unit Cost Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
14	Furnish, install, and test 12-SM Fiber Optic Cable	LF	$3.00	$3.10	$3.10	$3.10	$3.10
15	Furnish, install, and test 48-SM Fiber Optic Cable	LF	$3.30	$3.40	$3.40	$3.40	$3.40
16	Fiber Optic Fusion Splice	Each	$70.00	$72.00	$72.00	$72.00	$72.00
17	Remove and replace video detection camera	Each	$8,000.00	$8,240.00	$8,240.00	$8,240.00	$8,240.00
18	Remove and replace PTZ camera	Each	$4,500.00	$4,550.00	$4,550.00	$4,600.00	$4,600.00
19	Furnish and install video detection camera with wiring to cabinet	Each	$8,000.00	$8,240.00	$8,240.00	$8,240.00	$8,240.00
20	Furnish and install PTZ camera with wiring to cabinet	Each	$4,500.00	$4,550.00	$4,600.00	$4,600.00	$4,600.00
21	Remove existing push button	Each	$40.00	$41.00	$41.00	$41.00	$41.00
22	Furnish and install push button	Each	$335.00	$340.00	$345.00	$345.00	$345.00
23	Furnish and install APS system complete (8 PPB)	Each	$13,700.00	$14,120.00	$14,120.00	$14,120.00	$14,120.00
24	Remove existing pull box	Each	$800.00	$825.00	$825.00	$825.00	$825.00
25	Remove and replace #6 pull box cover	Each	$150.00	$155.00	$155.00	$155.00	$155.00
26	Furnish and install #6 pull box complete	Each	$900.00	$900.00	$900.00	$900.00	$900.00
27	Furnish and install #6E pull box complete	Each	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00
28	Install Type D loop – Mobilize for qty 1-4	Each Loop	$1,100.00	$1,135.00	$1,170.00	$1,200.00	$1,240.00

Item No.	Service Description	UOM	Unit Cost Initial Term Year 1 of 5 07/01/2026 – 06/30/2027	Unit Cost Initial Term Year 2 of 5 07/01/2027 – 06/30/2028	Unit Cost Initial Term Year 3 of 5 07/01/2028 – 06/30/2029	Unit Cost Initial Term Year 4 of 5 07/01/2029 – 06/30/2030	Unit Cost Initial Term Year 5 of 5 07/01/2030 – 06/30/2031
29	Install Type E loop – Mobilize for qty 1-9	Each Loop	$900.00	$930.00	$955.00	$985.00	$1,015.00
30	Install Type E loop – Mobilize for qty 10+	Each Loop	$800.00	$825.00	$850.00	$875.00	$900.00

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.

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 emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara – Department of Public Works
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 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.

I. 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.

J. 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.

K. 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.

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
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 #

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 Exhibit B (Schedule of Fees) of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor'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.

Dated:

Approved as to Form:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

26-357 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project

BACKGROUND

Originally constructed in 1962, Fire Station 5 (located at 1912 Bowers Avenue, Attachment 1) is in need of replacement to address deficiencies in operational capacity, seismic performance, accessibility, and modern fire service requirements. The existing 3,000 square-foot facility no longer supports current apparatus sizes, staffing needs, ADA standards, or essential support spaces.

A property condition assessment completed in 2017 recommended the replacement of the existing fire station with a new facility. The Fire Station 5 Renovation Project (Project) includes the design and construction of a new fire station with a focus on key program elements such as accommodations for up to ten personnel with individual dorm rooms, a dedicated administrative space, kitchen, day room, community room, and efficiently reconfigured apparatus circulation, parking, and site access. The Project will also include a gym, on-site refueling infrastructure, and sustainable features such as a gray water capture system, and three possible apparatus bays to accommodate future expansion needs of the Fire Department. The design will incorporate firefighter health and safety considerations, including separation of living and working spaces, HVAC throughout the facility, and infrastructure to support ongoing operational and training needs.

The Project was previously unfunded, however, in November 2024, Santa Clara voters approved Measure I, authorizing the issuance of General Obligation bonds to address the City's infrastructure needs, including the replacement of Fire Station 5. To prepare the design and construction bid documents for the Project, the City will need to retain a consultant to provide engineering design services.

DISCUSSION

Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process. Under this process, proposers are evaluated based on their demonstrated competence and qualifications, and the most qualified proposer(s) is selected, subject to the negotiation of fair and reasonable compensation.

On January 16, 2026, a competitive Request for Proposals (RFP) was published on the City's e-procurement platform. The City received four proposals from Brown Reynolds Watford Architects; CSHQA; Joseph Chow & Associates, Inc. and Aetypic, Inc. Joint Venture (JCA/AET JV); and Ten Over Studio. A proposal review panel consisting of staff from the Department of Public Works and Fire Department evaluated each proposal against the criteria set forth in the RFP, including

responsiveness, qualifications of the firm, experience, availability of key staff, project approach, and ability to complete the project within the proposed schedule. Based on the panel's evaluation, staff recommends awarding the agreement to Brown Reynolds Watford Architects (BRW). BRW demonstrated a strong understanding of the Project and provided an excellent approach to the design work presented in the RFP. Also, BRW has extensive architecture experience working in the Bay Area and has successfully completed similar fire station projects in the past.

The proposed agreement (Attachment 2) includes a negotiated scope of services and fees based upon the understanding of the work to be performed. The scope of services generally includes a review of prior facility assessments and Fire Department operational requirements, project management, preliminary engineering, preparation of design and construction documents, bid and construction support, and project close-out.

Staff recommends entering into the agreement with BRW to provide design professional services for the Project. Approval of this agreement will provide design professional services necessary to develop the design and construction documents to implement the Project. The Agreement includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the projects and future discretionary approvals are required by the City to approve the projects for construction. Environmental review in accordance with CEQA will occur as part of the design and approval process for any project subject of the design professional services of this agreement.

FISCAL IMPACT

The proposed agreement is for a total not-to-exceed amount of $1,598,220. This amount includes $1,366,000 for basic services, and a not-to-exceed amount of $232,220 for additional services and reimbursable expenses. Funding for the Agreement is available in Fire Station 5 Replacement project in the Measure I General Obligation Bond Projects Fund.

COORDINATION

This report has been coordinated with the Finance Department, the Fire 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project in the not-to-exceed amount of $1,598,220, in a final form approved by the City Attorney; and

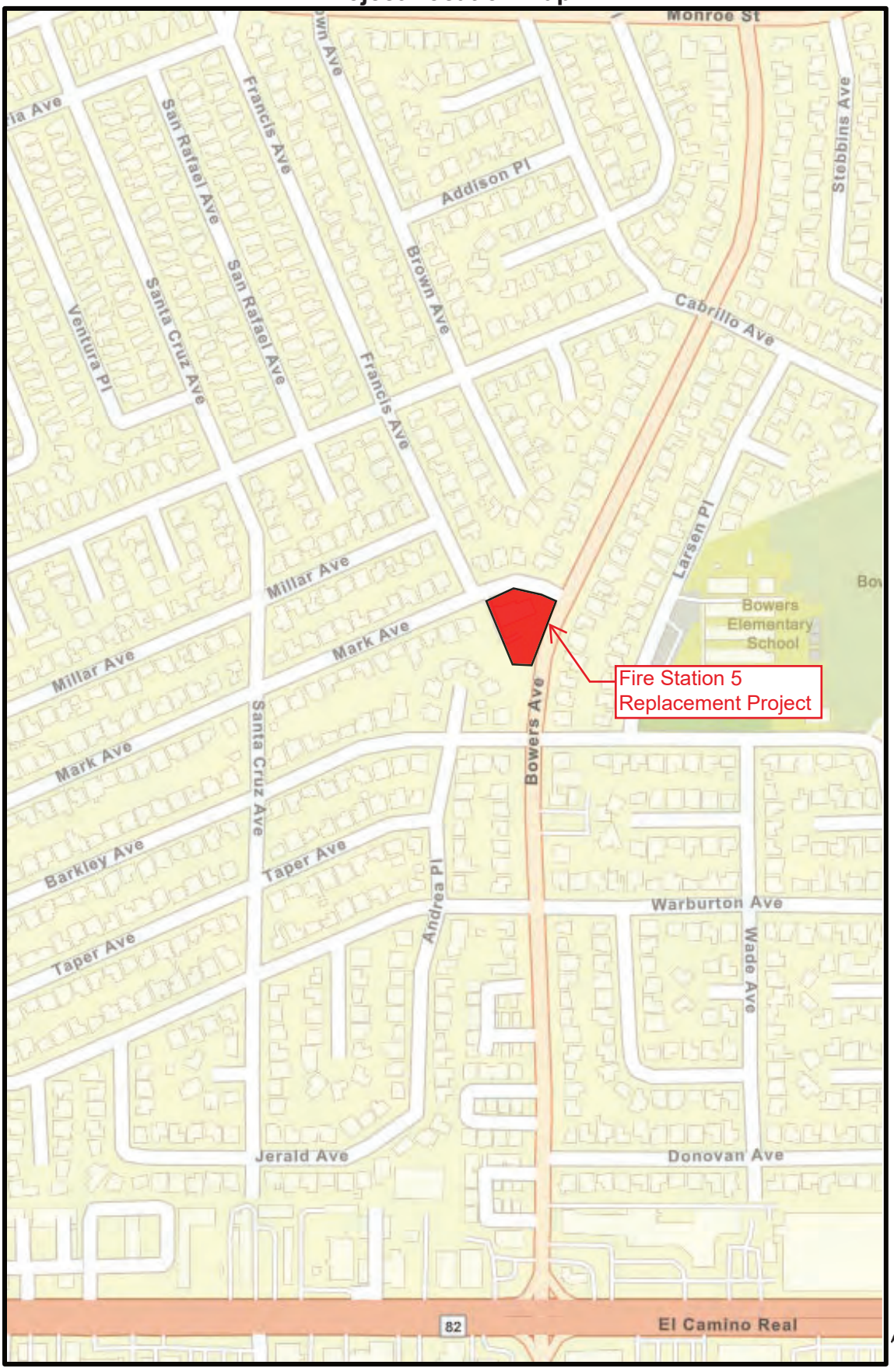
2. Authorize the City Manager to make minor modifications to the Agreement including time extensions, if needed, in a final form approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Project Location Map
2. Agreement with BRW Architects

Attachment 1

Project Location Map



NOT TO SCALE

EBIX Insurance No. *S20000_____

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BROWN REYNOLDS WATFORD ARCHITECTS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Brown Reynolds Watford Architects, Inc., a Texas 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 design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. 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,

D. 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

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.

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 June 23, 2026 and terminate on June 22, 2032.

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.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate 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 design professional responsible for their preparation.

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 one million five hundred and ninety-eight thousand and two hundred twenty dollars ($1,598,220), 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.

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.

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 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.

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

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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under 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: Public Works Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MNguyen4@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Brown Reynolds Watford Architects, Inc.
c/o F. Christopher Ford, AIA
1620 Montgomery Street, Suite 320
and by e-mail at cford@brwarch.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).

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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.

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.

CONTINUED ON PAGE 9

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: _____

GLEN R. GOOGINS
City Attorney

JŌVAN GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BROWN REYNOLDS WATFORD ARCHITECTS, INC.
a Texas Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: _____

Email Address: _____

Telephone: ( ) _____

Fax: ( ) _____

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

I. BACKGROUND

The City is undertaking the replacement of Fire Station 5, originally constructed in 1958 and expanded in 1970, to address significant deficiencies in operational capacity, seismic performance, accessibility, and modern fire service requirements. The existing 3,000-square-foot facility no longer supports current apparatus sizes, staffing needs, ADA standards, and essential support spaces. A facility assessment performed in 2017 determined that full replacement of the station is the most cost-effective and functional long-term solution (Attachment H). The City intends to follow the recommendation of this study to demolish the existing structure and construct a new, modern fire station on the existing site to meet current and future operational needs.

This project is funded through Measure I, a voter-approved general obligation bond measure approved by Santa Clara voters in November 2024. Measure I provides funding for the repair, replacement, and modernization of critical City infrastructure and public safety facilities, including fire stations. Bond proceeds allocated under Measure I will be used to support the demolition of the existing facility and construction of a new fire station on the current site. The project is subject to all applicable Measure I requirements, including use-of-funds restrictions and oversight provisions.

II. PROJECT DESCRIPTION AND REQUIRED SERVICES

This Scope of Services is anticipated as necessary to meet City's objectives. The Proposer is encouraged to incorporate their own expertise into their proposed Scope of Services to be submitted as part of their proposal and propose additions, deletions, or modifications to this Scope of Services that the Proposer deems necessary or advisable to meet City's objectives. Consultant will be expected to provide complete, professional, high-quality services and products; to provide consultation and work with the city staff and others involved in the project; and to provide the expertise, guidance, and assistance in accomplishing the work. All work shall be done in accordance with the City Standard Plans and Specifications, ADA Design Guidelines and Regulations, latest building and fire codes, city reach codes, and other applicable codes and standards recommended by the Consultant.

Consultant work includes, but are not limited to:

- Review the Attachment H – 2017 Fire Station 5 facility assessment provided to the city to understand the proposed site layout and original recommendations. Footprints and layouts are conceptual and can be

modified or adjusted to meet other requirements included in this RFP and Scope of Services.

- Review Attachment I for additional fire department design requests to provide engineering input and include in schematic design.

- Evaluate and survey existing site and constraints, including access, site frontage, trees, utility connections, topography, easements, hazardous materials, stormwater conditions, and adjacency to surrounding land uses, and recommend an efficient site and building configuration that enhances operational flow, emergency response times, and long-term functionality.

- Conduct a detailed review of existing utilities and coordinate with the City, Silicon Valley Power, and other utility providers to confirm capacities, connection points, and any relocation or upgrade requirements. Utilities for review include, but are not limited to the following: electrical, sanitary sewer, fiber, storm drain, water, recycled water, etc.

- Review the proposed layout concept and Fire Department requests and provide feedback that may improve emergency apparatus circulation, staff and public parking, and safe ingress and egress if possible.

- Prepare architectural designs for a complete replacement fire station, including apparatus bays, administrative and training spaces, kitchens, restrooms, dormitory and support areas, fitness spaces, and exterior operational areas.

- Provide full engineering design services including, but not limited to, surveying, geotechnical, structural, civil, mechanical, electrical, low voltage, plumbing, fire protection, stormwater, lighting, security, waterproofing, and communication systems. Engineering design will include site, as well as site frontage work.

- Provide a stormwater treatment design detailing how proposed GSI facilities are sized based on the requirements of C.3 of the MRP.

- Provide soils report for site.

- Provide off haul soil characterization testing and sampling.

- Provide Phase II environmental assessment for the site.

- Coordinate with Fire Department for compatible fire sprinkler and alarms with existing systems.

- Implement any traffic signal preemption needed with new driveway layout.

- Identify, test, evaluate, and manage hazardous materials on-site, including asbestos, lead-based paint, petroleum products, and other regulated substances. Develop an abatement and/or mitigation plans in compliance with all federal, state, and local regulations.

- Develop sustainability strategies consistent with LEED Silver–equivalent performance, CALGreen requirements, City's Climate Action Plan, city reach code requirements, energy-efficient building systems, and photovoltaic integration opportunities. Consultant must design this building to meet LEED Silver requirements and will be responsible for preparing and submitting all documents necessary to the USGBC to obtain the LEED Silver Certification.

- Prepare cost estimates for each design submittal.

- Support the City through all required permitting processes, including coordination with Building Official, Fire Department, regulatory agencies, utility companies, environmental authorities, and other applicable jurisdictions.

- Provide procurement support services, including response to RFI, preparing addenda, evaluation of bids received, and providing a written recommendation for the award of contract, when requested.

- Provide construction-phase support services, including review of submittals, responses to RFIs, providing technical clarifications, site observations, participation in construction meetings, punch list preparation, and project closeout support.

- Consultant shall provide all necessary subconsultants and services to support the project, which includes Mechanical, Electrical, Plumbing, Architectural, Civil, Geotechnical, Environmental testing, Arborist, etc.

- Specifications and plans shall comply with State Construction Stormwater General Permits.

III. RESPONSIBILITIES OF CITY

City will provide the following information and support regarding the project as-available and applicable:

- Fire Station 5 Study report prepared in 2017 by INDIGO | Hammond + Playle Architects, LLP (Attachment H)
- Fire Department's List of Request for Fire Station 5 Design (Attachment I)
- Record drawings (as-available),
- City's Standard Details, Specifications, Benchmark, and Design Criteria.

- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- Soils Inspection Report (from 2017 study)
- Hazardous Materials Inspection Report from (2017 Study)
- Payment of permit application fees with other internal departments, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the Consultant to provide any other data or records, as available and necessary for the work involved.

IV. SERVICES

PROJECT MANAGEMENT

Consultant shall:

A. Manage its team and overall project activities consistent with the direction from City in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

B. Submit plan of work to the City for review and approval prior to proceeding any field work that involves subsurface excavation and/or coring.

C. Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:

1. Kick-off Meeting
2. Schematic Design Review Meeting
3. 65% Design Review Meeting
4. 95% Design Review Meeting
5. Various plan check and construction meetings
6. Punch list/Project Acceptance Meeting

D. Coordinate with City, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.

E. Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the Project.

Consultant shall notify City if there are delays or potential delays in any phase of the Project. In such cases, Consultant shall make up the schedule in subsequent phases of the project or provide information to City substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be submitted monthly with the invoice, and updated and submitted each time progress and milestones are achieved and/or changed.

F. Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated City staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by City or Consultant. During the course of Services while there is active work on the Project, Consultant shall schedule and attend brief bi-weekly (every other week) conference calls with City. The purpose of the bi-weekly conference calls will be to keep City appraised on the Project's progress and address any issues that may arise during the course of Services.

G. Provide monthly progress reports.

H. Stakeholder Coordination: Consultant shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents. Project stakeholders may consist of staff from various City Departments/Divisions and agencies.

I. Provide Plan Review Log to project stakeholders during plan review process. Provide a plan review Response Matrix summarizing comments received from project stake holders. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

J. Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA/QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA/QC review and not as Project Management.

K. Invoicing and Contract Administration: Consultant administrative staff time

spent preparing invoices for Services complete shall be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed.

L. Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
3. Monthly progress reports and invoices (in pdf file).
4. Plan review Response Matrix

Task 1: Preliminary Engineering/Evaluation

1.1 Attend Project Kick-Off Meeting and provide meeting minutes for the City to review and approve.

1.2 Perform site walk and all necessary assessment and investigations to determine the existing conditions and propose recommendations to City for the improvements. Identify preliminary permitting requirements, including environmental, building, utility, stormwater, and regulatory agency approvals. Summarize anticipated submittals and schedule impacts.

1.3 Review all necessary as-builts to understanding existing condition to prevent utility conflicts and changes during construction.

1.4 Review Fire Station 5 Study report prepared in 2017 by INDIGO | Hammond + Playle Architects, LLP

1.5 Review Attachment I with Fire Department to implement additional requests into preliminary design.

1.6 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, mechanical and electrical design.

1.7 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the design plans. Determine existing drainage paths including high and

low elevation points from topographic survey.

1.8 Perform geotechnical investigation and all necessary services related to the site's soil condition to support the design and construction of the building foundations and to meet all applicable code requirements.

1.9 City maintains a list of known utility operators in City. Consultant shall prepare a Notice of Intent to Construct (NOI) on City's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. Consultant shall provide City a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide City all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

All data collected from the field shall be provided to the City for records. Prior to performing data collection, Consultant shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

Task 1 Deliverables – Electronic format:

1. Kick-Off Meeting agenda, materials, and meeting minutes (PDF)
2. Project schedule (PDF and MS Project formats)
3. Preliminary permitting requirements summary (PDF)
4. NOI utility coordination package (NOI, exhibits, utility record log, utility responses)
5. Field notes and photographs

Task 2: Schematic Design/Value Engineering

2.1 Prepare schematic-level plans and alternatives and supporting documents sufficient to illustrate the design intent, major features, approximate dimensions, and proposed layout. Disciplines shall include, as applicable, architectural, civil, electrical, mechanical, landscape, and other specialty areas required for the Project.

2.2 Present at least two (2) or more layouts, as well as a cost-benefit analysis with each option to City for review and comment. At a minimum one layout must show a two-bay apparatus option and one must show a three-bay apparatus option.

2.3 After modifying the layout options in response to City comments, conduct at least one community meeting and present these design options to the community for input. Consultant to prepare all necessary documents, presentation materials, and renderings to support the outreach.

2.4 Perform a preliminary code analysis, including applicable building, fire, accessibility, zoning, and energy codes, and identify any conditions or

requirements affecting the schematic design.

2.5 Verify site constraints and operational requirements, including access routes, emergency vehicle circulation, turning radii, apparatus bay configuration, and parking. Coordinate with Fire Department staff to confirm design supports operational workflows.

2.6 Evaluate existing and proposed utility service points and capacity. Coordinate with utility providers as necessary to confirm feasibility and identify any required upgrades or relocations.

2.7 Provide preliminary cost estimates for each schematic design alternative.

2.8 Attend a Schematic Design Review Meeting with City staff to present design analysis, cost implications, and recommendations. Prepare meeting agenda, presentation materials, and meeting minutes.

2.9 Incorporate City comments from the Schematic Design Review Meeting and prepare a final schematic design package.

2.10 Update project schedule to reflect completion of the schematic design phase and any modifications to subsequent phases based on City direction.

Task 2 Deliverables – Electronic Format:

1. Schematic plans and alternatives and cost estimate (PDF).
2. Meeting agenda, presentation materials, and meeting minutes for Schematic Design Review Meeting (PDF).
3. Meeting agenda, presentation materials, and meeting minutes for the Schematic Design Review Meeting (PDF).
4. Updated project schedule showing design milestones and critical path (PDF and native MS Project format).
5. Phase II Environmental Assessment (PDF)
6. Final Schematic Design Package incorporating City comments (PDF and native file formats).

Task 3: 65% Construction Documents

Plans shall be drawn to scale, on D-size (24” X 36”) sheets, at an engineering scale up to 1” = 40’ maximum, conforming to City’s Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant’s topographic survey.

3.1 Prepare 65% Construction Documents based on the approved Schematic Design. Drawings and specifications shall include architectural, civil, structural, mechanical, electrical, plumbing, fire protection, low-voltage, landscape, site

improvements, and any specialty systems required for the Project. Package to include, but are not limited to:

1. Architectural Plans & Details
    a. Site Plan.
    b. Building Floor Plan(s).
    c. Building Sections.
    d. Building Elevations.
    e. Reflected Ceiling Plan(s).
    f. Key Interior Elevations showing finish materials.
    g. Large Scale Plans.
    h. Typical Wall Section(s) (interior & exterior)
    i. Key special equipment specs/cut sheets.
    j. Shelving and fixed units (cabinet & Millwork) locations.
    k. Furniture Plan
    l. Signage Plan
    m. Food service layout, if any.
    n. Outline Finish Color & Materials Schedule – Min. of two (2) options for both exterior and interior.
    o. Size and location of major floor, roof & wall openings.
    p. Identify full height partition/fire walls/smoke drafts.
    q. Establish system information for envelope T-24 energy calculations.
    r. Outline technical specifications manual (or first draft of Standard Specifications).
2. Structural Plans & Details
    a. Foundation outline.
    b. Floor Framing Plan(s)/Structural grid.
    c. Roof Framing Plan (Typical Bay Sized).
    d. All loads defined.
    e. Preliminary structural member sizes based on all typical vertical loads and vibration criteria.
    f. Typical framing sections.
    g. Lateral defined and major elements located.
    h. Outline technical specifications manual (or first draft of Standard Specifications).
    i. Written statement of proposed design,
3. Mechanical Plans & Details
    a. Major equipment size, weights & locations including inertia pads. Loads and emergency requirements to Architectural, Structural and Electrical.
    b. Major penetrations/plenums/ducts.
    c. Special equipment layout.
    d. Plenum space requirements determined and finalized.
    e. Pre-ordered equipment identified - preliminary specifications.
    f. Preliminary utility requirements to plumbing - gas, water, drainage.
    g. Initial schedule of all equipment.
    h. Outline technical specifications manual (or first draft of Standard Specifications).

4. Plumbing Plans & Details
    a. Major services sizes, weights, and locations. Loads and emergency requirements to Electrical.
    b. Plumbing Plans showing major services and toilet room layouts.
    c. Preliminary RWL and Overflow Layout.
    d. Preliminary site utilities layout, if applicable. Locate meters and sewer main connection. Coordinated with Civil.
    e. Preliminary fixture list.
    f. Major pipe weights to structural.
    g. Pre-ordered equipment identified - preliminary specifications
    h. Outline technical specifications manual (or first draft of Standard Specifications).
5. Electrical Plans & Details
    a. Preliminary equipment room layouts and locations.
    b. Major load calculations.
    c. Preliminary site design/utility coordination, essentially complete. Coordinated with Civil.
    d. Typical lighting layout showing all ceiling fixture types and ceiling mounted equipment/devices (typical bays with circuiting and switches and receptacle and telephone).
    e. Branch circuit pane board, etc. layouts.
    f. Define emergency power system.
    g. Pre-Ordered Equipment identified - preliminary specifications.
    h. Outline technical specifications manual (or first draft Standard Specifications).
6. Low Voltage Plans & Details
    a. Fire Alarm System.
    b. Fire Alerting System.
    c. Audio/Visual System.
    d. Security System (Door Alarm, Card access, CCTV).
    e. Equipment Monitoring and/or Alarm System.
    f. Cable TV.
    g. Sound Masking/Acoustical Control.
    h. Telephone and Data Communications.
    i. Outline technical specifications manual (or first draft Standard Specifications).
7. Lighting Plans & Details
8. Solar System Plans & Details
9. Fire Protection Plans & Details
    a. Preliminary AFS layout - typical bay (unless design-build specification).
    b. AFS riser(s) located.
    c. Major pipe weights to structural.
    d. Coordinate backflow preventer location w/ Civil.
    e. Outline technical specifications manual (or first draft of Standard Specifications).
10. Furniture, Fixture and Equipment (FF&E) Design Plan & Details

11. Civil Plans & Details
    a. Existing Conditions Sheet
    b. Demolition and Tree Protection Plan
    c. Layout Plan
    d. Street and Sidewalk Improvement Plan
    e. Grading & Drainage Plan & Details
    f. Utility Plans
    g. Stormwater Protection Plan & Calculations
    h. Erosion Control Plan
    i. Construction Details
12. Landscape Plans & Details
    a. Planting Plan
    b. Irrigation Plan
13. Storm Water Pollution Prevention Plan
14. Hydromodification Management Plan (HMP) (if applicable)
15. LEED and Green Building Checklist
16. Title 24 Energy Report

3.2 65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.

3.3 Confirm that all apparatus bay requirements, emergency vehicle circulation, operational adjacencies, and accessibility needs are fully incorporated.

3.4 Provide C.3 calculations and method used to determine bioretention sizing.

3.5 Provide technical specifications.

3.6 Conduct at least five (5) meetings to present the Design and the reviews of equipment, materials, FF&E and cost estimates with City staff from the Public Works and Fire Departments. At least two (2) of these meetings should focus on the architectural and finishings of the design and be held with City's staff and departments. Within 5 Business Days of each meeting, the Consultant will submit written post-meeting summary electronically to City staff who attended the meetings. Consultant shall conduct as many other meetings as necessary with other departments and agencies and utility companies to acquire approval for the design packages.

3.7 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.

3.8 Provide a 65% cost estimate based on the updated plans and specifications.

3.9 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

3.10 City will circulate the submittal package to internal City departments for review and comments. Consultant shall be responsible for submitting the package to external stakeholders if required. Consultant shall prepare written responses to all written comments received. All redlined drawings shall be returned with Consultant's response on the redlined drawings.

3.11 Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Consultant shall conduct a 65% comments review meeting with City to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate City's comments.

3.12 At the request of the City, the Consultant may be required to prepare all necessary documents, presentation materials, and renderings and attend a council meeting to present to City Council the design alternatives, finishings and the preferred design. This council meeting may occur during Task 3 or during other tasks as the need comes up.

Task 3 Deliverables – Electronic Format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Soils Report – One (1) PDF
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
7. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
8. 65% Response Matrix for comments.

Task 4: 95% Construction Documents

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

4.1 Prepare 95% construction documents and supporting information for the City's review and approval.

4.2 Provide technical specifications.

4.3 Provide commissioning, testing and start up procedures.

4.4 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.

4.5 Prepare an updated engineering cost estimate.

4.6 Prepare an updated project schedule.

4.7 Conduct up to five (5) meetings to present the Design and additional meetings as needed to address City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

4.8 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

4.9 Address all comments in 65% plan review Response Matrix.

4.10 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

4.11 Provide required information to the City's Project Specific Specification Book (Divisions 0, 1, and 2). Required information from Consultant for City's frontend specifications shall include, but not be limited to, the followings:

a. Description of work – summary only
b. Type of Contractor's License required
c. Construction duration for substantial completion and final completion
d. Bid schedule without engineer's estimate in excel spreadsheet
e. Bid schedule with engineer's estimate in excel spreadsheet
f. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
g. Identification of any changes to the City's standard specifications that are required

<u>Task 4 Deliverables – Electronic and hard copy format:</u>

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
6. Quality control checklist for 95% design submittal.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

8. Required information to the City's Project Specific Specification Book

Task 5: 100% Construction Documents

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall:

5.1 Prepare 100% construction documents and supporting information for the City's review and approval.

5.2 Provide updated specifications, including the commissioning, testing and start up procedures. Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.

5.3 Prepare an updated engineering cost estimate.

5.4 Prepare an updated project schedule.

5.5 Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, consultant Peer Review Certification, consultant Lessons Learned from other similar projects that were applied to this Project.

5.6 100% PS&E shall be peer reviewed and a Certification of Peer Review shall be submitted with the 100% Submittal.

A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.

> Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.
>
> "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."

5.7 Prepare and submit the City's Special Inspection Form during building review for the Project, if applicable.

5.8 Meet with City staff as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

5.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

5.10 Provide written response matrix to City's comments on 95% PS&E with all comments being addressed.

5.11 Provide list of potential bidders including company name, email address, contact number, and address of business.

5.12 The City shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified.

Task 5 Deliverables – Electronic and hard copy format:

1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
3. Structural Calculations – One (1) PDF.
4. Certification of Peer Review – One (1) PDF.
5. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
7. Special Inspection Form – One (1) PDF.
8. Quality control checklist for 100% design submittal.
9. Written fully addressed Response Matrix – One (1) PDF and one (1) Microsoft Word or Excel file

Task 6: Bid Documents

The Bid Documents shall incorporate all comments from the City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved in the Project. Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

6.1 Incorporate City review comments of 100% PS&E into Bid Documents.

6.2 Prepare Bid Documents (P&S).

a. Bid Plans shall be wet stamped and signed by the Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.

b. Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.

c. Final Engineer's Estimate

6.3 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 6 Deliverables – Electronic and hard copy format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.
5. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
6. Special Inspection Form

Task 7: Bid and Award Phase Assistance

Consultant shall provide assistance to the City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

7.1 Attend and conduct one Pre-Bid Conference/Site Visit.

7.2 Assist the City with responses to bidder's inquiries through the City's Project Manager.

7.3 Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.

7.4 Assist the City in evaluating bids (if required by the City).

7.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating all addenda (if needed).

Task 6 Deliverables – Electronic and hard copy format:

1. Written response to bidder's inquiries – Signed PDF.
2. Support information for addenda – Signed PDF.
3. Written recommendation letter to award of contract for the Project – Signed PDF.
4. Conform Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

Task 8: Construction Phase Assistance

Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the "Notice to Proceed" (NTP) of the contract for construction and terminates on the date the City approves the certificate of completion of the Project.

8.1 Consultant will assist the City in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the City.

8.2 Consultant shall attend the Pre-construction meeting.

8.3 Consultant shall attend monthly job progress Owner/Architect/Contractor virtual or in-person meetings, for the duration of the construction contract assumed to last approximately sixteen months for a total of sixteen (16) virtual meetings.

8.4 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume eight (8) visits. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.

8.5 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document. The consultant shall not restrict the number of submittals and RFIs for review regardless of the number of submittal revisions.

8.6 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs

that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.

8.7 Consultant shall coordinate with City for any necessary plan or detail resubmittals to the building and fire departments should the design change in the RFI or RFS process.

8.8 The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said CO's.

Task 8 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.

Task 9: Post-Construction Phase

9.1 When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

9.2 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

9.3 Consultant shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.

9.4 Consultant shall review and monitor the Contractor's commissioning and start-up activities, assist in coordinating required tests, and verify that all procedures have been properly completed. Consultant shall provide the City with written confirmation and recommendations regarding acceptance of commissioning and start-up documentation.

9.5 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction

Contract and provide written recommendation for acceptance.

9.6 Consultant shall at completion of the Project provide City with one set of reproducible Record Drawings (RDs) on good quality bond paper that reflect the changes to the work during construction based upon marked up prints, drawings and other data furnished by the Contractor and City. Consultant shall use the original Title sheet for the RDs set. If Consultant adds additional sheets to the Plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

9.7 Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Task 9 Deliverables – Electronic and hard copy format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on an USB flash drive.

EXHIBIT B
SCHEDULE OF FEES

SECTION 1. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $1,366,000, plus any authorized Reimbursable Expenses, which shall not exceed $27,320. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $204,900. In no event shall the amount billed to City by Consultant for services under this Agreement exceed $1,598,220, subject to budget appropriations.

SECTION 2. BASIC SERVICES

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Fees shall be lump sum and not-to-exceed per task as listed below. City may re-allocate remaining budget from any finished tasks to any un-finish tasks as need to complete works within the Basic Services.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

Description		Amount
Task 1	Preliminary Engineering/Evaluation	$81,200
Task 2	Schematic Design/Value Engineering	$218,200
Task 3	65% Construction Documents	$354,200
Task 4	95% Construction Document	$314,200
Task 5	100% Construction Documents	$138,200
Task 6	Bid Documents	$28,000
Task 7	Bid and Award Phase Assistance	$18,000
Task 8	Construction Phase Assistance	$199,000
Task 9	Post-Construction Phase	$15,000
Total		**$1,366,000**

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed One Million Three Hundred Sixty-Six Thousand dollars ($1,366,000), subject to budget appropriations.

SECTION 3. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed $27,320 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Reimbursable expenses shall be billed at cost without any markup. Receipts and invoices detailing the Reimbursable Expenses shall be included with each billing where a Reimbursable Expense is invoiced.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- Presentation Materials
- Delivery Services, when requested by City.
- Courier Services when requested by City.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

SECTION 4. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $204,900 without approval by the City.

SECTION 5. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Consultant BRW ARCHITECTS :

Classification	Hourly Rate
Principal	$ 227
Project Manager /Landscape Architect	$ 195
Project Coordinator	$ 162
Project Designer	$ 130
Drafter / BIM Modeling	$ 110

Sub-consultant CIVIL, STRUCTURAL, AND MECHANICAL ENGINEERS :

Classification	Hourly Rate
Principal Engineer	$ 227
Project Engineer	$ 195
Engineer I	$162
Engineer II / Designer	$130
Drafter / BIM Modeling	$110

Sub-consultant LANDSCAPE ARCHITECTS :

Classification	Hourly Rate
Principal Landscape Architect	$ 227
Project Manager /Landscape Architect	$ 195
Project Designer	$130
Drafter / BIM Modeling	$110

Allowable sub-consultant markup: 10%

SECTION 6. PAYMENT PROVISIONS

6.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

6.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

6.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

6.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

6.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

6.2.1 Invoices must include the following information:

1.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

1.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

6.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

6.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

6.3 Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

6.4 When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

6.5 Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

6.6 The City shall not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

6.7 If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

6.8 Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

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 two million dollars ($2,000,000) 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.

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, 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

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.

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.

Prevailing Wage Requirements

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.

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.

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 .

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.

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.

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.

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)].

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.

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.

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.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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.

Enforcement

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.

Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

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.

26-654 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Agreements with Hinderliter, De Llamas, & Associates dba HdL Companies and HdL Coren and Cone for Sales, Use, Tax Audit and Recovery Services; Property Tax Audit and Management Services; Transient Occupancy Tax Audit Services; and Santa Clara Tourism Improvement District Assessment Audit and Compliance Services

BACKGROUND

The City receives revenues from (a) sales, use, and transactions tax, (b) property tax, (c) transient occupancy tax (TOT), and (d) Community Facilities District and Santa Clara Tourism Improvement District special assessment fees. The two largest revenue sources for the City's General Fund are property tax and sales tax with revenues expected to total approximately $108 million and $76 million in FY 2026/27, respectively. The City is also projected to receive TOT revenues of approximately $31 million in FY 2026/27.

To ensure that the City is receiving all the revenues from the County of Santa Clara and the State of California, the Finance Department uses third-party consultants to audit tax records and recover misallocated revenues. The current agreements for tax audit and recovery services expire on June 30, 2026.

DISCUSSION

Pursuant to City Code Section 2.105.140(c), a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value."

On January 6, 2026, the City released an RFP seeking proposals from qualified firms to provide the following services: (1) Sales, Use and Transaction Tax Audit and Recovery Services; (2) Property Tax Audit and Management Services; (3) Transient Occupancy Tax Audit and Compliance Services; and (4) Santa Clara Tourism Improvement District Assessment Audit and Compliance Services. Firms were allowed to submit proposals for any or all of the service categories. The RFP was published on the City's e-procurement system. Four proposals were received as follows:

- HdL Companies
- HdL Coren and Cone
- Neumo MuniServices
- The Pun Group

Proposals were evaluated based on criteria including experience and qualifications, proposed approach and methodology, and cost. Based on the evaluation, HdL Companies was determined to provide the best value to the City for Sales, Use and Transaction Tax Audit and Recovery Services;

Transient Occupancy Tax Audit and Compliance Services; and Santa Clara Tourism Improvement District Assessment Audit and Compliance Services. HdL Coren and Cone was determined to provide the best value to City for Property Tax Audit and Management Services.

(1) Sales, Use, and Transaction Tax Audit and Recovery Services

The proposed agreement with Hinderliter, De Llamas & Associates dba HdL Companies (HdL Companies) provides sales, use, and transaction tax recovery services. The agreement has a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a total not-to-exceed compensation amount of $1,600,000.

HdL Companies' fees are based on a percentage of revenue recovered from the California Department of Tax and Fee Administration for misallocated sales, use and transaction taxes. The contingency-based compensation for recovered revenues is outlined in Table 1 below.

Table 1 - Sales, Use, and Tax and Recovery Services Contingency-Based Compensation

Tier	Recovered Revenue[1]	Contingency Fee
1	$1 - $2.5 Million	13% of Recovered Revenue
2	over $2.5 Million	10% of Recovered Revenue

[1] Recovered revenue shall be the cumulative amount recovered during the full term of the Agreement (July 1, 2026 through June 30, 2031).

Given the uncertainty regarding sales tax recoveries, staff is requesting authorization for the City Manager or designee to increase the maximum compensation, as necessary, to account for additional revenue resulting from the contingency-based compensation structure. Any additional expense would be offset by the additional sales tax revenue recovered by the consultant.

In addition, HdL Companies will provide sales tax management services, which include identifying and maximizing use tax recovery opportunities, analyzing and reporting quarterly sales tax data and trends, providing technical training and advisory services, and maintaining exportable data systems and mapping capabilities to support the City's revenue management and tax allocation services. This service will be provided at no cost to the City for the first 12 months of the Agreement. Beginning July 1, 2027, the rate will be $1,000 per month, subject to annual increases not to exceed 5%. Additional services may be provided on time-and-materials basis. These rates may be adjusted annually and must be substantiated by HdL Companies to the satisfaction of the City.

(2) Property Tax Audit and Management Services

The proposed agreement with HdL Coren & Cone provides comprehensive property tax management services, including audit and recovery of misallocated property taxes, ongoing monitoring of secure and unsecured tax rolls, and analysis of property tax trends. The agreement also includes access to a web-based property tax database to support staff in analyzing and managing property tax data.

The agreement has a five-year term starting on July 1, 2026, and ending on June 30, 2031, with a total not-to-exceed compensation amount of $200,000.

Compensation under the agreement consists of a quarterly base fee for ongoing services and a 25% contingency fee on net new revenues recovered as a result of the audit efforts. The base fee is subject to annual adjustments based on the Consumer Price Index (CPI). For purposes of estimating total compensation, a 5% annual increase has been assumed for Years 2 through 5.

The estimated compensation is summarized in Table 2 below:

Table 2 - Cost Summary for Property Tax Services

Description	Amount
Year 1 Base Fee	$25,000
Years 2-5 Estimated Base Fee	$113,141
Additional Property Tax Related Services	$21,859
Estimated Contingency Fee	$40,000
Total Not-to-Exceed Compensation	$200,000

Contingency fees are dependent on actual recoveries and are not guaranteed. Historically, the City has experienced little to no recoveries related to secured property tax misallocations, as such allocations are generally coded correctly. However, misallocations related to unsecured parcels may occur and, while infrequent, can result in significant recoveries. Accordingly, staff is requesting authority for the City Manager to execute amendments to increase the maximum compensation, as needed, in the event that contingency-based recoveries exceed the current estimate.

(3) Transient Occupancy Tax Audit and Compliance Services and Santa Clara Tourism Improvement District Assessment Audit and Compliance Services

The proposed agreement with Hinderliter, De Llamas & Associates dba HdL Companies provides comprehensive Transient Occupancy Tax (TOT), Community Facilities District (CFD), and Santa Clara Tourism Improvement District (SCTID) administration and audit services, including tax registration database management, online filing and payment processing, customer support, and reporting services. HdL Companies will conduct regular audits, analyze tax administration procedures, and ensure accurate filings of TOT/CFD/SCTID returns.

Compensation includes a one-time implementation fee of $5,000 and an annual administration fee of $950 per property. Table 3 summarizes the total cost based on the City's current inventory of 35 lodging properties. The administration fee will increase annually in accordance with the percentage change in the Consumer Price Index, not to exceed 3% annually.

Table 3 - TOT/CFD/SCTID Compensation Summary

Description	Amount
One Time Implementation Fee	$5,000

Year 1 Cost	$33,250
Year 2 Cost	$34,248
Year 3 Cost	$35,275
Year 4 Cost	$36,333
Year 5 Cost	$37,423
Additional TOT/CFD/SCTID Related Services	$48,471
Total	$230,000

Additional lodging properties may be added during the term of the agreement which will result in increases to the annual administration costs. Accordingly, staff is requesting authority for the City Manager to increase the agreement maximum compensation, as necessary, to account for additional lodging properties added during the term of the agreement.

Out of the total maximum compensation of $230,000, $48,471 is reserved for additional TOT/CFD/SCFTID-related services. These services may include supplemental auditing support for short-term rental operators, such as AirBNB and VRBO, that are not currently included in the City's inventory of lodging properties. Any additional services requested by the City will be provided on time-and-materials basis. These rates may be adjusted annually and must be substantiated by the HdL Companies to the satisfaction of the City.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(5) of Title 14 of the California Code of Regulations as the proposed services are administrative activities that will not result in either a direct or indirect physical change in the environment.

FISCAL IMPACT

Funding for audit services is included in FY 2026/27 Adopted Budget for the Finance Department. If the contingency-based audit recovery services for Sales Tax and Property Tax exceed the budgeted levels, budget adjustments will be brought forward, offset by the additional revenue generated from the audits.

COORDINATION

This report has been coordinated with the Department of Finance 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for sales, use, and transaction tax recovery services for a five-

year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $1,600,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for Transient Occupancy Tax (TOT), Community Facilities District (CFD), and Santa Clara Tourism Improvement District (SCTID) administration and audit services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $230,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to execute an agreement with HdL Coren & Cone for comprehensive property tax management services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $200,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, and to negotiate and execute future amendment(s) to: (a) increase the maximum compensation under the agreements identified in Recommendations No. 1 and No. 3, as necessary, to account for additional revenue resulting from contingency-based compensation structure, and identified in Recommendation No. 2, as necessary, to account for additional properties added during the term of the agreement, (b) add or delete services associated with the services, (c) adjust rates in accordance with the agreements' rate adjustment provisions, and (d) make de minimis changes, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Agreement - HdL Companies - Sales, Use and Transaction Tax Services
2. Agreement - HdLCC - Property Tax Services

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

EBIX Insurance No. S200005156

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND HINDERLITER, DE LLAMAS & ASSOCIATES DBA HDL COMPANIES

PREAMBLE

This Agreement ("Agreement") dated _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Hinderliter, De Llamas & Associates dba HdL Companies, 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 ("Services") more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant 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.

In consideration of the above Recitals and the mutual covenants contained therein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant will 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

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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 will 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 will begin on July 1, 2026 and terminate on June 30, 2031.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant will 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 will be fit for the purpose intended, will be free from defect and will 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 will 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 will 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 Million Six Hundred Thousand Dollars ($1,600,000), 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

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of the maximum compensation will be at Consultant's expense. Consultant will not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City will 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 will 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 will not be assigned or transferred without the prior written approval of City. Consultant will not hire subcontractors without express written permission from City.

Consultant will 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 Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors 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.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

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 will be held confidential by Consultant and will 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 will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will 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 will be the property of City but Consultant may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Consultant will 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 will 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 will be disallowed by City. Consultant will 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 will 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,

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

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 will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will 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, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors 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.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant will 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 will 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 will 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.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

17. NOTICES

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mmccahan@santaclaraca.gov

And to Consultant addressed as follows:

HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
and by e-mail at anickerson@hdlcompanies.com

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant will 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 3.40.070), 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

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

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 will 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 will 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 will 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 will 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 will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will 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 will be deemed to be an original, but both of which will constitute one and the same instrument.

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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: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HINDERLITER, DE LLAMAS & ASSOCIATES DBD HDL CPANIES
a California corporation

Dated: 6/16/2026 | 3:22:47 PM PDT

By (Signature): Signed by: Andrew Nickerson 2A839359481248 2...

Name: Andy Nickerson

Title: President/CEO

Principal Place of Business Address: 120 S. State College Blvd., Suite 200 Brea, CA 92821

Email Address: anickerson@hdlcompanies.com

Telephone: 714-879-5000

Fax:

"CONSULTANT"

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

EXHIBIT A
SCOPE OF SERVICES

SALES, USE AND TRANSACATION TAX AUDIT RECOVERY SERVICES

1. BACKGROUND

Sales tax is one of the City's largest General Fund revenue sources, and one of its most volatile. The City's current sales tax rate is 9.125 percent, of which the City of Santa Clara receives one percentage point. The City's sales tax collections have fluctuated over the years due to local, regional and national economic cycles as well as changes in the makeup of businesses in Santa Clara. The business-to-business sector is the City's largest sales tax generator, representing between 40% - 50% of the City's sales receipts. Sales tax revenues are budgeted at $75.9 million in FY 2026/27.

2. SALES TAX AUDIT SERVICES

2.1 Conduct Audits. Consultant will examine all sales and use tax records of the California Department of Tax and Fee Administration (CDTFA) pertaining to sales and use tax collected by the CDTFA on behalf of the City. Consultant will perform ongoing sales tax audits to identify and correct "point of sale" and use tax distribution errors and thereby generate previously unrealized sales and use tax revenue for the City. The cost of these services is included in Consultant's Contingency Fees, as described in Exhibit B, unless otherwise specified.

Consultant's sales and use tax audit services will include the following distinct types of audits and services, at a minimum:

2.1.1. Nexus Field Audits. Consultant will conduct field inventories of the City's businesses and industrial areas to identify businesses located within the City that appear to be under-reporting revenues or are not on the CDTFA allocations roles. Consultant will utilize specially trained field auditors to complete physical canvassing and evaluation of sales/use tax generating businesses located in the City to detect misallocations as a result of errors including but not limited to: registration errors, including erroneous consolidation of multiple outlets, misreporting of point of sale from an erroneous location, and delays in reporting new outlets.

2.1.2. Tax Area Code (TAC)/Permit Audits. Consultant will review every active account on the CDTFA's allocation roles reporting $50 or more in local tax to ensure proper TAC assignment. A complete TAC review will be performed at least once every 3-6 months.

2.1.3. Deviation Assessment Audits. On a quarterly basis, Consultant will review Consultant's statewide allocation database to identify all accounts for which there has been a substantial change in allocation pattern. The

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review is applied to direct allocations and to county pools to allow for a broad view and understanding of misallocations within a given quarter.

2.1.4. Use Tax Errors and Opportunities. On a quarterly basis, Consultant will analyze the tax allocation pools of the State of California and all counties to identify instances where a taxpayer may have misidentified a transaction as use tax rather than sales tax. Consultant will provide additional specialized review to identify direct allocations opportunities of local use tax, including but not limited to opportunities available pursuant to CDFTA Regulations 1802(d), 1699.6, and 1521.

2.1.5. Accounts Payable Audits. Upon the request of the City, at no additional cost, Consultant will review the City's purchasing activity to identify specific individual transactions that may qualify for direct allocation of local use tax or transactions tax. Consultant will support the City with the preparation of appropriate forms, schedules, and supporting documentation to facilitate capture of these funds, and will provide assistance preparing and filing the City's tax returns.

2.1.6. Quarterly Distribution Report Audits. On a quarterly basis, upon receipt and processing of allocation data from CDTFA, Consultant will review all significant accounts on the City's allocation roll to identify and correct any reporting errors that may have caused a misallocation of local sales or use tax. Consultant will summarize its findings in a Quarterly Distribution Report (QDR) with the local allocation amount reflected by sales tax permit number.

2.1.7. Regulation 1699 Evaluations. Consultant will use its proprietary methods to find companies that should be taking out permits so that those revenues are allocated to the City.

2.2. Reporting Error Correction Services

2.2.1. Development of Correction Data. Consultant will utilize an audit team with specialized training to contact target businesses identified through the audit services to determine whether a point-of-sale/use reporting error exists. Interviews will be conducted in a business friendly, non-intrusive manner that emphasizes cooperation and protection of confidentiality. Consultant will provide information requested by the business that may assist the business in completing and filing corrected tax returns, but will not provide legal or tax preparation advice, nor file returns on behalf of the business. Consultant will maintain confidentiality of all taxpayer/business information in accordance with applicable state and local laws.

2.2.2. Documentation. Businesses contacted by telephone will be provided with a follow-up questionnaire or written confirmation of findings. Consultant will

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file this documentation with the petition to minimize CDTFA processing time.

2.2.3. City Review: On a quarterly basis, Consultant will provide the City and CDTFA with a report of all revenue recovery work in progress. The quarterly report will include an electronic Work Authorization which, once approved, will include active links to copies of all inquiries filed with the CDTFA on the City's behalf. This information will be archived and accessible to authorized users at any time through Consultant's client portal. Additionally, Consultant will keep City apprised of any additional oral or written communication with CDTFA on any matter directly impacting the City.

These reports will also contain quarterly invoices that list, at a minimum, the business name, audit period start date, permit number, cumulative local allocation amount received by the City and the amount due to Consultant. Consultant will also track all eligible quarters to be invoiced based on the actual tax return quarter (not payment distribution quarter, which can contain multiple quarters) and reconcile with the QDR from the CDTFA, which will be provided with Consultant's invoice. The City reserves the right to verify and approve all reconciliations prior to payment.

2.2.4. Preparation and Submittal of Corrections: Consultant will prepare petitions (CDTFA Form 549-S or 549-L) notifying CDTFA of the existence and nature of misallocations. Consultant will respond to negative findings by CDTFA with timely reconfirmation documentation in order to preserve the City's original Dates of Knowledge (defined as the quarters during which Consultant notifies the CDTFA of the existence of a misallocation).

Consultant will coordinate corrective action with businesses and CDTFA and represent the City before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors. This includes representing the City at hearings before the CDTFA related to incorrect allocations of tax. All correspondence and hearing materials will be documented and submitted to the City for record retention.

2.2.5. Continuous Follow-Up: Consultant will actively monitor and follow-up on audit case inventory by maintaining an ageing report, updated monthly, and appropriate follow-up on cases that are taking an inordinate amount of time to correct.

2.3. Audit Schedule

The table below provides a summary of the frequency of the audit services described above. Any changes to these frequencies are subject to the City's review and written authorization.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

Audit Category	Frequency
Nexus Audit	Within thirty (30) days of contract execution.
Tax Area Code/Permit Audits	Minimum once every 3-6 months
Deviation Assessment Audits	Minimum once per quarter
Use Tax Errors and Opportunities	Minimum once per quarter
Accounts Payable Audits	As requested by the City
Quarterly Distribution Report Audits	Minimum once per quarter
Regulation 1699 Evaluations	Minimum once every 3 – 6 months

3. SALES TAX MANAGEMENT SERVICES

On an ongoing basis, unless otherwise specified below, Consultant will provide the following sales tax management services. The cost of these services is included in Consultant's Sales Tax Management Services Fees, as described in Exhibit B, unless otherwise specified.

3.1. Use Tax Maximization. Identify businesses that might present potential self-assessed use tax opportunities, meet with businesses to advise on sub-permits and reporting procedures, and provide materials and advice on purchasing companies and direct payment permits.

3.1.1. Upon the request of the City, at no additional cost, Consultant will assist with inserting provisions in conditional use permits and development agreements to guarantee that use tax maximization procedures are followed and will monitor projects and subcontractors to make certain that sales tax is properly allocated back to Santa Clara.

3.1.2. Consultant will identify additional opportunities for the City to recover or maximize local allocation on purchase transactions subject to use tax. Consultant will prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns. Consultant will also assist the City in analyzing City vendors for potential use tax opportunities and will identify purchases over $500,000 that qualify for use tax self-accrual.

3.2. Provide Sales and Use Tax Data. On a quarterly basis, a principal of Consultant will analyze City data, meet with appropriate City officials to review

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

trends and make recommendations regarding the budget implications of the year's data. This will include current and historical sales tax data on sales tax remittances at the payor level and with the following data types: fiscal year and quarter of remittance (to understand trends in cash received); fiscal year and quarter of revenue earned (to understand trends in economic activity); high level economic sector (e.g. general retail, business-to-business) and more detailed subsector identifier (e.g. apparel stores) and/or four-digit NAICS code and CDTFA category if possible to facilitate comparisons; address, organized into geocode or other neighborhood designation; and name of owner or permit holder.

3.2.1. Consultant will perform data validation and scrubbing techniques on an ongoing basis to fix business addresses and re-categorize merchants as appropriate. Consultant will create and group businesses into additional categories and classifications, not provided by the CDTFA, to better track new and emerging economic trends.

3.2.2. Upon the request of the City, and provided as an additional service, a principal of Consultant will meet with committees of the City Council, advisory committees, and other groups to explain sales tax regulations, economic trends and legislative proposals that will impact the City's tax base.

3.2.3. Upon the request of the City, at no additional cost, Consultant will provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection.

3.2.4. Upon the request of the City, and provided as an additional service, , Consultant will conduct technical seminars for City personnel on California sales and use tax processes. Seminars will cover the fundamentals of direct payment permits, purchasing corporations and maximizing "use tax" from construction projects.

3.2.5. Data will be maintained and produced in a format allowing the City to export data into a Microsoft Access and/or Excel-compatible format allowing for integration of various databases, such as business license and property tax. Consultant will provide City staff with training on the use of any proprietary data management software system at no additional cost. Consultant will also provide comparable aggregate quarterly sales and use tax data by economic segment for the state as a whole and for as many California counties and Bay Area cities as possible.

3.2.6. Data will be updated quarterly as soon as possible following receipt from the CDTFA while maintaining an option to retrieve historical sales tax remittances data for all payors regardless of their current tax payment status. Consultant will either provide geographical data mapping capability

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

in its proprietary system or provide City staff with address data in a format which would allow staff to export and map data.

3.3. Reporting Services

3.3.1. Consultant will provide quarterly sales tax reports by individual businesses, business type and geographic areas specified by the City. Reports will include major sales tax producers by both rank and category, analysis of sales tax activity by category, business or geographic areas specified by the City. Retailer information will be provided in grouped form or in business-by-business detail. Reports will be provided in conjunction with the quarterly meeting with the Consultant's Principal.

3.3.2. Consultant will provide quarterly analyses and reports on the City's sales and use tax trends in relationship to the State and surrounding market region.

3.3.3. Quarterly sales tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments and are necessary for any revenue sharing agreements that the City might have in place. Reports on an adjusted basis shift payment aberrations into the quarter where the sales occurred to accurately show the City's true economic trends.

3.3.4. Consultant will provide City with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. This system will allow City staff to search, print, and export sales tax data, including archived quarterly sales tax reports, and search all sales tax producers by business name, address, CDTFA account number, and current and historical sales tax allocations. The reporting will also provide a further breakdown of data into business types for the City beyond the NAICS codes.

3.3.5. Consultant will provide a report with the history of new revenue discovered vs. fees charged to the City.

3.3.6. Consultant will provide City staff with training on the use of its web-based sales tax system and will provide ongoing system upgrades, at no additional cost.

3.3.7. Consultant will provide the City with specialized charts and data tables, presentation data and presenters for public meetings and events.

3.3.8. The Consultant will provide a non-confidential newsletter to support management's efforts to inform and engage the public.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

3.4. Sales and Use Tax Projections

3.4.1. Twice annually, Consultant will provide annual, 3-year and 5-year forecasts of the City's general Sales Tax and Prop 172 Sales Tax. Projection reports will be provided according to the following schedule:

3.4.1.1. An initial report will be provided in January of each year, based on 3rd Quarter data from the prior year.

3.4.1.2. A mid-year report will be provided in April of each year, based on 4th Quarter data from the prior year.

3.4.1.3. Consultant will factor out payment aberrations that skew the base revenue and factor in known changes such as new or closed businesses.

3.4.2. A 10-year forecast report is available upon the request of the City, subject to an additional cost.

3.5. Legislative Support Services

Upon the request of the City, Consultant will provide the following legislative support activities.

3.5.1. Consultant will serve as the City's resource and provide assistance, resolution, and follow-up services on sales and use tax related questions, legislative and regulation issues, and economic development.

3.5.2. Consultant will prepare legislative updates to keep City apprised of all proposed changes to regulatory language in CDTFA regulations or other proposals that may impact local revenues. Additionally, Consultant will provide Issue Updates that address specific issues such as Sales Tax Participation Agreements, legal decisions or regulatory changes.

3.5.3. Consultant will take action, subject to City review and approval, on measures that threaten and delay revenue cash flows to the City. This could include attending legislative hearings and explaining to the City the potential effect of proposed legislation on the City.

3.5.4. Consultant will advocate and provide problem-solving and resolution assistance to the City on issues as needed and as requested by the City. Consultant will work with City staff to develop language for review and approval by the City, prior to distribution, that would preserve, protect and enhance City revenues.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

4. COMPLIANCE WITH FEDERAL, STATE & LOCAL RULES & REGULATIONS

Pursuant to Section 7056 of the State of California Revenue and Taxation Code which specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA, Consultant will comply with the following conditions:

4.1 All data, records, and reports relating to the sales and use tax whether in existence at the execution date of the agreement hereof or compiled thereafter in the course of performing the services, will be treated by Consultant and its subcontractors as the exclusive property of the City of Santa Clara, and the furnishing of such records, or access to such items by, the City of Santa Clara and/or its subcontractors, and taxpayers will not grant any express or implied interest in or license to the Consultant and/or its subcontractors relating to such records other than as is necessary to perform and provide the services to the City of Santa Clara. Upon request by the City of Santa Clara any time and from time to time and without regard to the default status of the parties under the agreement, Consultant and/or its subcontractors will promptly deliver to the City of Santa Clara the records in electronic format and in such hard copy as exists on the date of the request by the City of Santa Clara.

4.2 Consultant will ensure that appropriate security protections are in place to store, process, or transmit City data that are sensitive or confidential in nature.

4.3 Consultant will disclose information contained in, or derived from those sales, use or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

4.4 Consultant is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of the agreement.

4.5 Consultant is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records, after the contract has ended. Information obtained by examination of CDTFA records will be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution will designate the Consultant as a person authorized to examine sales and use tax records and certify that the terms of contract meet the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

5. DELIVERABLES

The specific deliverables to be provided to the City pursuant to the provision of Services include, but are not limited to, the following:

5.1. Quarterly Reports based on CDFTA data

5.2. Quarterly sales tax meetings

5.3. Quarterly audit reports with quarterly sales tax recovery invoices

5.4. Access to Consultant's web-based sales tax application

5.5. Monthly HeadLines e-new Service

5.6. Quarterly Consensus Forecast and Webinar

5.7. Sales Tax White Papers and Legislative Updates

5.8. Copies of petition forms (CDTFA-549-S), spreadsheets, and supporting documenting on file with CDFTA.

5.9. Copies of appeals documentation filed with either the CDTFA Appeals Bureau or Office of Tax Appeals (OTA)

5.10. Annual Recovery Reports

5.11. Biannual Projection Reports

6. ADDITIONAL SERVICES

Upon request by the City, the Consultant may provide additional services related to those within this Agreement but not expressly described in this Scope of Services, including but not limited to preparation of a ten-year projection report, Transaction Tax audit and monitoring services, special meetings described in Section 3.2.2, and facilitation of technical seminars described in 3.2.4.

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

EXHIBIT B
SCHEDULE OF FEES

1. SALES TAX AUDIT SERVICES

1.1. The City's compensation to Consultant for providing sales tax audit services is contingent on the amount of revenue recovered by Consultant, in accordance with the fee schedule below. This fee will constitute the full and complete compensation for such services and will include all direct and indirect costs incurred by Consultant, including but not limited to personnel, travel, subcontracting, and software.

Tier	Recovered Revenue[1]	Contingency Fee
1	$1 - $2.5 Million	13% of Recovered Revenue
2	over $2.5 Million	10% of Recovered Revenue

[1]Recovered Revenue will be the cumulative amount recovered during the full term of the Agreement (July 1, 2026 through June 30, 2031).

1.2 Consultant will limit the number of quarters to which a Contingency Fee can apply to no more than six (6) consecutive reporting quarters, commencing with the first quarter in which the County receives the recovered revenue and no more than nine (9) quarters total, including retroactive quarterly adjustments. One Hundred Percent (100%) of all new revenue generated by Consultant will flow to the City after completion of the six (6) quarters.

2. SALES TAX MANAGEMENT SERVICES

The City's compensation to Consultant for sales tax management services will be **One Thousand Dollars ($1,000)** per month, commencing July 1, 2027, and continuing throughout the term of the Agreement. In no event will the City be charged for such services prior to July 1, 2027.

Beginning July 1, 2028, and annually thereafter for the duration of the Agreement, the monthly fee will increase in accordance with the percentage change in the Consumer Price Index for the preceding twelve-month period, not to exceed 5%.

3. ADDITIONAL SERVICES

3.1. Ten-year projection. Upon the request of the City, Consultant will prepare a ten-year projection report for a fixed fee of $2,500 per report.

3.2 Additional services. Additional services requested by the City will be performed on a time-and-materials basis or for a negotiated fixed fee,

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

authorized in writing by the City. In either case, compensation will be based on the hourly rates listed below.

Additional services that result in the maximum compensation of this Agreement to be exceeded will require a formal amendment to the Agreement. No additional services will be performed without prior written authorization from the City.

4. RATE ADJUSTMENTS

Adjustments to Consultant's hourly rates may be negotiated no more than once annually. Consultant will submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Rate increases will be made in accordance with the percentage change in the Consumer Price Index, not to exceed 5%. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

Position	Hourly Rate
Principal	$325
Programmer	$295
Senior Analyst	$245
Analyst	$195

5. INVOICE AND PAYMENT

Consultant will bill the City for Services as further described below. All invoices, regardless of the category of service provided, will be provided on an invoice and in a format approved by the City and subject to verification and approval by the City. City will pay Consultant within thirty (30) days of receipt of an approved invoice, unless otherwise stated below.

5.1. Sales Tax Audit Services

5.1.1. Audit fees will be billed only after completion of the audit, submittal of corrections to the CDTFA, and receipt of revenues to the City. Consultant will not bill for audit services until City has actually received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, Consultant will credit back any proportionate share of the fee that may have been levied.

5.1.2. Invoices will be submitted on a quarterly basis after the City has received the revenue from the audit correction. At a minimum, invoices will include the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the CDTFA to the City for those businesses.

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5.1.3. If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and Consultant will agree in writing, prior to billing, the methodology for identifying the incremental revenue attributable to Consultant's work.

5.2. Sales Tax Management Services

Beginning July 1, 2027, Consultant will bill City on a monthly basis for Sales Tax Management Services providing during the preceding month.

5.3 Additional Services

For additional services provided on a time and materials basis, Consultant will bill City on a monthly basis for services provided during the preceding month. For additional services provided on a fixed fee basis, Consulting will bill the City according to payment milestones established during negotiations and authorized in writing by the City.

6. ADDITIONAL PAYMENT PROVISIONS

6.1. Pre-Payment. City will not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

6.2. Billing for Billing. The City will not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

6.3. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

6.4. Accurate Invoice. Invoices will be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant will not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

6.5. Payment. If there are no discrepancies or deficiencies in the submitted invoice , City will process the invoice for payment.

6.6. Confidential. Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

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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 will 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 will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will 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 will 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 will be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.

3. The following provisions will 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 will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There will be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

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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 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 will 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 Consultant included in this Agreement will 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 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 will 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 will 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,

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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 will 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 will be considered excess insurance only and will not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will 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 will be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy will 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 will 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 will 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 are 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

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documents provided by, such subcontractors 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 will 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.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) will, 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 will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant will 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

Consultant or its insurance broker will 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 will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant will 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 will be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
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

Docusign Envelope ID: 96B96662-9603-8DB3-83BC-D262E36BAD77

I. QUALIFYING INSURERS

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

EBIX Insurance No. S200003738

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND HDL COREN & CONE

PREAMBLE

This Agreement ("Agreement") dated _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and HdL Coren & Cone, 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 ("Services") more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant 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.

In consideration of the above Recitals and the mutual covenants contained therein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant will 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 will 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 will begin on July 1, 2026 and terminate on June 30, 2031.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant will 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 will be fit for the purpose intended, will be free from defect and will 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 will 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 will 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 **Two Hundred Thousand Dollars ($200,000)**, 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 will be at Consultant's expense. Consultant will not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City will 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 will 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 will not be assigned or transferred without the prior written approval of City. Consultant will not hire subcontractors without express written permission from City.

Consultant will 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 Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors 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 will be held confidential by Consultant and will 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 will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will 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 will be the property of City but Consultant may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Consultant will 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 will 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 will be disallowed by City. Consultant will 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 will 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 will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will 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, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors 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.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant will 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 will 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 will 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 will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mmccahan@santaclaraca.gov

And to Consultant addressed as follows:

HdL Coren & Cone
Paula Cone
and by e-mail at pcone@hdlccpropertytax.com

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant will 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 3.40.070), 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 will 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 will 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 will 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 will 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 will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will 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 will be deemed to be an original, but both of which will 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: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HDL COREN AND CONE
a California corporation

Dated: June 8, 2026

By (Signature): Paula K Cone
Name: Paula Cone
Title: President
Principal Place of Business Address: 120 S. State College Blvd., Suite 200 Brea, CA 92821
Email Address: pcone@hdlccpropertytax.com
Telephone: 714-879-800 x 307
Fax: 714-845-7364

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

1. BACKGROUND

Property tax is the largest General Fund revenue source for the City, representing approximately 30% of revenues. Under Proposition 13, the assessed valuation of properties held by the same owner from year to year is adjusted each year by the lesser of 2.0% or the percent change in the October to October California Consumer Price Index (CCPI). Beyond the 2% inflation adjustment, growth in property tax receipts is driven by reassessments upon the sale of properties and new construction projects being added to the tax rolls. Overall, property tax revenue for FY 2025/26 is budgeted at $101.2 million. The City receives $10.19 of every $100 collected.

2. PROPERTY TAX MANAGEMENT SERVICES

2.1. General Services

2.1.1. Contractor will provide comprehensive property tax management services to ensure the complete and accurate receipt, recording, allocation, and reporting of property tax revenues and to maintain and enhance the City's property tax revenue base.

2.1.2. Represent the City for purposes of examining records pertaining to property tax to identify and confirm any errors/omissions that are resulting in deficient payment of tax revenues to the City.

2.1.3. For each error/omission identified and confirmed, prepare documentation to substantiate and facilitate recovery of revenue due from prior periods plus applicable interest and penalties.

2.1.4. Meet with designated City official(s) as necessary to review findings and recommendations.

2.1.5. Provide detailed analysis of the City's property taxes, including a summary of annual performance, description of performance by property type, identification of major increases or decreases in property values and largest property tax payers, comparison with prior year performance, identification of pending appeals, discussion of real estate trends and property sales history (including price and number of transactions), and property tax revenue forecasting for the current year and the upcoming ten (10) years.

2.1.6. Provide additional assistance as necessary to support the City in recovering and preventing tax allocation errors/omissions.

2.1.7. Prepare and forward to the appropriate parties' requests for corrective action and revenue recovery for misallocation.

2.2. Audit Method and Approach

2.2.1. Identification and Correction of Errors

2.2.1.1. Contractor will perform a comprehensive analysis of all secured parcels and unsecured assessments within the City and Successor Agency to identify errors resulting in the misallocation of property taxes.

2.2.1.2. Contractor will audit the secured and unsecured property tax rolls two ways, which will include a countywide analysis to find parcels miscoded to other jurisdictions and a review of the parcels within the City, County or Successor Agency to verify that each parcel is coded to the appropriate taxing entity.

2.2.1.3. The analysis will identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City or its Successor Agency. The review will include the lien date secured and unsecured data for the current tax year as well as historical data back for a total of two (2) tax years and be performed no less than every other year.

2.2.1.4. Contractor will utilize appropriate technology, methodologies, and qualified personnel to conduct the analysis, including the use of specialized computer software, assessor maps, City GIS maps, City records, other pertinent documents, and field investigations.

2.3. Reports and Analytical Services

2.3.1. Contractor will provide a variety of reports detailing property and revenue trends for the City and for custom defined geographic areas. Such reports will support budgeting, planning, economic development and public information needs, and may include, but are not limited to, listings of the top 25, 50, 100-property owner/taxpayer listings, multiple ownership properties, non-owner occupied parcels, identification of property ownership transfers for tracking of reassessments. Contractor will also provide quarterly reports of successful, pending, and historical assessment appeals.

2.3.2. Contractor will reconcile the annual Auditor/Controller Assessed Valuations Report and will furnish a breakdown of assessed values within the City and Successor Agency.

2.3.3. Contractor will utilize available property tax data sets to identify potential areas of unrecognized or underallocated revenue and provide analytical support to assist the City in evaluating such opportunities.

2.3.4. Contractor will provide reports based on the current year lien date on an annual, quarterly or monthly basis, as appropriate and as directed by the City.

2.3.5. Contractor will provide the following reports as requested by the City:

2.3.5.1. A five-year history of the values within the City, and custom (city defined) geographic areas

2.3.5.2. A listing of the largest value changes, positive and negative between tax years

2.3.5.3. An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines

2.3.5.4. A listing of the major property owners for the City including the combined assessed values of their property and property use code designation

2.3.5.5. A listing and summary of property transfers which occurred since the lien date ordered by month

2.3.5.6. A listing of parcels that have not changed ownership since the enactment of Proposition 13

2.3.5.7. A comparison of property within the City by county use-code designation

2.3.5.8. A multiple year comparison of growth by use code designation over a 5-year period

2.3.5.9. A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations

2.3.5.10. An estimate of property tax revenue anticipated to be received for the current fiscal year by the City based upon the initial information provided by the County and subject to modification; this estimate will not be used to secure the indebtedness of the City.

2.3.5.11. Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning

2.3.5.12. Tracking of Proposition 8 reductions and restorations

2.3.5.13. Median sale price data for current year and prior years for comparison

2.3.5.14. Five-year budget projections for the city general fund, Successor Agency, special districts, and Vehicle License Fee in Lieu revenues; this report is interactive for tax modeling

2.3.5.15. Newsletter summary for public and elected distribution

2.4. Information Provided Annually or Monthly

2.4.1. Contractor will prepare annual reports including a listing of property tax appeals filed on properties in the city and former RDA project areas. These reports are prepared for both the City General Fund and Successor Agency and include a history of all appeals filed, the disposition of those appeals, successful appeals, pending appeals, and a report to assist the City/Successor Agency in determining the potential impact of pending appeals.

2.4.2. Contractor will provide access to a listing of property transfers that have occurred since the last report through the software application described in this Agreement. Such data will be updated on a monthly basis, and will include the name of the new owner/seller of the property, new mailing address if not the situs address, the date of sale, the sale price when verified, document number, and transaction type.

2.4.3. Contractor will provide a quarterly report identifying the average and median single family sale prices, which will include the same data for other client agencies within the same County, where available.

2.5. Property Tax Application and Database

2.5.1. Contractor will provide the City with access to a web-based software application for the purpose of accessing City's property tax data. Contractor will update the data on a monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.

2.5.2. Contractor will provide all modifications, enhancements, upgrades, and new releases of the software at no additional cost to the City during the term of the Agreement.

2.5.3. Contractor will provide initial training to City staff within two months after the execution of the Agreement regarding the use of the software application and related property tax management and audit services. Contractor will provide additional training annually for new staff or as refresher training. Any additional training sessions requested by the City beyond such annual training may be provided at the hourly fees set forth in Exhibit B.

2.5.4. Contractor will provide access to a user manual within the software application and will make support staff available Monday through Friday, 8 a.m. to 5 p.m. to answer questions and assist City staff on the use of the software. Assistance will be available either by phone or via email.

2.5.5. Contractor will grant the City a site license for the software application with no limit to the number of users. Contractor will not charge an annual maintenance fee for the software.

2.6. Successor Agency Services

2.6.1. Contractor will prepare annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by project area.

2.6.2. Contractor will review Redevelopment Obligation Payment Schedules (ROPS) as requested.

2.6.3. Contractor will provide property tax information to the Oversight Board at the direction of the Successor Agency.

2.6.4. Contractor will provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency.

2.6.5. Contractor will monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency.

2.6.6. Contractor will provide advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements.

2.6.7. Contractor will analyze legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

2.7. ONGOING SUPPORT AND CONSULTATION

2.7.1. Contractor will serve as a resource to the City on questions relating to property tax administration, including being available "on-call" to assist with any property tax issues. On-going consultation would include, but not be limited to inquiries resolved through use of the City data base. Contractor will respond to all requests for information based upon the County's property tax data sets at no additional cost.

2.7.2. Any services requested by the City that require substantial additional research, development of special reports, or additional computer programming will be considered optional services at additional cost and will be performed only upon prior written authorization by the City.

2.7.3. Contractor attendance at City and/or Successor Agency meetings will be provided as requested by the City and will be compensated as an additional service.

2.8. Timeline for Property Tax Analysis and Audit Services

2.8.1. Contractor will obtain County assessment roll data on an annual basis, typically available in or about July.

2.8.2. Contractor will make the software application available to the City via the internet within 30 days of the execution of the Agreement. Parcel data will be updated monthly to include the most current ownership information due to parcel transfers.

2.8.3. Contractor will complete and submit the first secured audit to the Assessor no later than 60 days from the execution of the Agreement .

2.8.4. Contractor will perform subsequent audits no less than once every two years and submit such audits no later than March 1st of the applicable year.

2.8.5. Contractor will complete unsecured property tax audits within 120 days of receipt of the County assessment rolls and submit such audits to the County Assessor for corrective action. Contractor will provide the City with copies of all submittals simultaneously with submission to the County Assessor.

2.8.6. Contractor will perform data collection from the County Assessor's and Auditor Controller's offices, typically occurring in August and September each year. Contractor will provide preliminary reports to the City no later than January 31 of each year.

2.8.7. Contractor will incorporate final tax ratio percentages as released by the County Auditor Controller's office, typically in February or March. Contractor will prepare and deliver final reports to the City no later than April 30 of each year.

2.9. Legislative Updates

2.9.1. Contractor will monitor and report on issues related to property tax and coordinate with City staff regarding enacted or proposed changes that may impact the City’s property tax revenues and administration.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Consultant under this Agreement will not exceed **Two Hundred Thousand Dollars ($200,000)** during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

All services or work under this Agreement will be compensated in accordance with this Exhibit B.

2. STANDARD AND CONTINGENCY FEES

Based on the number of 30,334 parcels within the City, Contractor's fees will be as follows:

Description	Amount
Base Fee for Standard Property Tax Services	$6,250 per quarter (up to 40,000 parcels). The Base Fee includes all services described in Exhibit A.
Contingency Fee	25% of net tax revenues actually received by the City in the audits performed over the period allowable by State statute (current year and three (3) prior lien date years). Net tax revenues mean the taxes received by the City through Consultant's audit efforts.
Software Access	Included at no additional cost.

The Base Fixed Fee will be adjusted annually by the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), San Francisco-Oakland-Hayward, CA, All Items.

Consultant will not be reimbursed for any expenses incurred in the performance of this Agreement, unless previously approved in writing by the City.

3. ADDITIONAL SERVICES

The following hourly rates will only be utilized to the extent the City requests Contractor to perform services outside the defined scope of services. Any additional services will require prior written approval by the City.

Position	Hourly Rate
Partner	$250
Principal	$225
Programmer	$200
Associate	$175
Senior Analyst	$125
Analyst	$90
Administrative	$70

4. INVOICING

Consultant will bill the City for Services on an invoice and in a format approved by the City and subject to verification and approval by the City. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

5. ADDITIONAL PAYMENT PROVISIONS

5.1. Pre-Payment. City will not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

5.2. Billing for Billing. The City will not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

5.3. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

5.4. Accurate Invoice. Invoices will be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant will not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

5.5. Payment. If there are no discrepancies or deficiencies in the submitted invoice , City will process the invoice for payment.

5.6. Confidential. Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

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 will 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 will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will 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 will 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 will be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.

3. The following provisions will 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 will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There will be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage will 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 will 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 Consultant included in this Agreement will 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 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 will 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 will 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 will 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 will be considered excess insurance only and will not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will 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 will be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy will 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 will 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 will 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.

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 will 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.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) will, 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 will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant will 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

Consultant or its insurance broker will 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 will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant will 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 will be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
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

I. QUALIFYING INSURERS

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

26-418 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with Tucker Construction, Inc. for Encampment Cleanup Services to Exercise Option Years and to Increase the Total Not-to-Exceed Maximum Compensation and Approve the Related Budget Amendment

BACKGROUND

Encampment debris contributes to visual blight, odors, stormwater pollution, and other aesthetic and safety concerns in surrounding neighborhoods. The City must follow stringent procedures to protect both the rights of individuals impacted by encampment cleanups and the safety of the personnel performing the cleanup services. Encampment cleanups often entail sending notifications prior to and after cleanup, storage and distribution of personal property, and employee safety training to deal with potential job site hazards. Due to these complexities, it is necessary to contract with an experienced vendor to ensure the City can clean up encampments swiftly before they grow in size or become health risks.

The Police Department (PD), Community Development Department (CDD), and Department of Public Works (DPW) coordinate extensively to remove encampments at City-maintained properties throughout Santa Clara. PD coordinates with CDD to provide resources to individuals in need of assistance and works with them to clear personal belongings from sites before abatement. PD and DPW determine a date and time for the anticipated cleanup activity and DPW coordinates with the vendor to perform the cleanup services.

In June 2024, the City Council authorized the City Manager to execute an agreement with Tucker Construction (Tucker) for citywide encampment cleanup services following a competitive Request for Proposals process (RTC 24-1511, Attachment 1). The agreement includes an initial one-year term beginning July 1, 2024 and ending June 30, 2025, with up to four additional one-year options to extend the agreement through June 30, 2029 (Attachment 2). Current option year 1 of 4 is set to end on June 30, 2026. The maximum compensation authorized for the initial term and option year 1 is $250,000.

DISCUSSION

Since contract execution in 2024, Tucker has provided encampment cleanup services in accordance with the agreement. Maintaining continuity of these services is essential to minimize encampment debris which contributes to visual blight, odors, stormwater pollution, and other aesthetic and safety concerns in surrounding neighborhoods.

The City Manager’s Office has communicated the need to increase the number of encampment cleanups from 12 per year to 24 per year. Additional off-schedule cleanups have also increased to

address cleanups outside of the scheduled monthly cleanups. Funding levels allocated for the current agreement are insufficient to carry out the increased number of encampment cleanups.

To continue these services beyond June 30, 2026, staff requests authorization to increase the agreement's not-to-exceed amount to $1,135,453 to cover the costs through the remaining three one-year option periods and associated contingency. Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Term	Amount
Initial 1-Year Term (7/1/24 - 6/30/25)	$81,268
Option Year 1 (7/1/25 - 6/30/26)	$168,732
Option Year 2 (7/1/26 - 6/30/27)	$213,000
Option Year 3 (7/1/27 - 6/30/28)	$219,390
Option Year 4 (7/1/28 - 6/30/29)	$225,972
Subtotal	$908,362
Contingency (25%)	$227,091
Total Not-to-Exceed Maximum Compensation	$1,135,453

Option Year 2 reflects an increase of approximately 26% based on the higher anticipated activity level, while Years 3 through 4 assume annual price increases of 3%. Tucker may request adjustments to the rates; however, Tucker must demonstrate to the satisfaction of the City that any increase is warranted. All price adjustments are subject to the City's written approval.

A contingency is included to account for unanticipated needs and potential increases in service demands over the term of the agreement. Staff will manage expenditures throughout the full term based on operational needs, allocating funds as needed, provided that the total compensation does not exceed the authorized amount.

Upon approval, staff will amend the contract to include additional compensation for the option years and will provide notice of the City's intent to exercise the option to Tucker Construction, as applicable.

Tucker Construction will be required to pay prevailing wages under the terms of the agreement.

ENVIRONMENTAL REVIEW

Awarding the subject agreement with I Tucker 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. Notwithstanding the foregoing, any abatement activities performed pursuant to the Agreement may be categorically exempt under CEQA Guidelines sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies), depending on the site and work required.

FISCAL IMPACT

As part of the adoption of the FY 2026/27 and FY 2027/28 Biennial Capital Budget, the operating budget for DPW included $114,444 for the encampment cleanups. Due to the increased number of

cleanups, the FY 2026/27 appropriation is insufficient to cover the costs of Option Year 2 of $266,250, including contingency. Staff recommends the following budget amendment to increase the budget by $151,806, offset by the use of the unrestricted ending fund balance, as detailed below.

Budget Amendment
FY 2026/27

	Current	Increase/ (Decrease)	Revised
General Fund			
Expenditure			
Department of Public Works - Materials, Services, Supplies	$7,395,881	$151,806	$7,547,687
Fund Balance			
Unrestricted Ending Fund Balance	$3,939,253	($151,806)	$3,787,447

Funding for future option years remains subject to Council appropriation and will be included as part of the annual budget process.

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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute amendments to the agreement with Tucker Construction, Inc. for homeless encampment cleanup services, to increase the maximum compensation up to $1,135,453, subject to the appropriation of funds and final review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the agreement with Tucker Construction, Inc., including exercising up to the remaining three additional one-year options through June 30, 2029, and to negotiate and execute future amendment(s) to (a) add or delete services consistent with the scope of services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney; and
4. Approve the FY 2026/27 budget amendment in the General Fund, increasing the Department of Public Works budget in the amount of $151,806 and decreasing the unrestricted ending fund balance in the amount of $151,806 (five affirmative Council votes required for the use of

unused balances).

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. RTC 24-1511
2. Original Agreement with Tucker Construction, Inc.

24-1511 **Agenda Date: 6/4/2024**

REPORT TO COUNCIL

SUBJECT
Action on Award of Agreement to Tucker Construction, Inc. for Encampment Cleanup Services

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
Encampment debris contributes to visual blight, odors, stormwater pollution, and other aesthetic and safety concerns in surrounding neighborhoods. The City must follow stringent procedures to protect both the rights of individuals impacted by encampment cleanups and the safety of the personnel performing the cleanup services. Encampment cleanups often entail sending notifications prior to and after cleanup, storage and distribution of personal property, and employee safety training to deal with potential jobsite hazards. Due to these complexities, it is necessary to contract with an experienced vendor to ensure the City can clean up encampments swiftly before they grow in size or become health risks.

The Police Department (PD), Community Development Department (CDD), and Department of Public Works (DPW) coordinate extensively to remove encampments at City-maintained properties throughout Santa Clara. PD coordinates with CDD to provide resources to individuals in need of assistance and works with them to clear personal belongings from sites before abatement. PD and DPW determine a date and time for the anticipated cleanup activity and DPW coordinates with the vendor to perform the cleanup services. The purchase order with the current vendor is set to expire on July 1, 2024.

DISCUSSION
Pursuant to City Code Section 2.105.140(d), a formal Request for Bids (RFB) was conducted as the solicitation method for this project with award to the lowest responsive and responsible bidder. On February 22, 2024, staff published the RFB for Homeless Encampment Cleanup Services on the City's e-procurement platform. Four responsive bids were received by the deadline. Bidders were required to submit their hourly rates and a percentage markup for miscellaneous materials, equipment, and third-party services. The low bid is determined by multiplying the rates by DPW's estimated quantities of usage. The estimated total for each bidder is listed below:

Bidder Name	Estimated Total
Tucker Construction, Inc.	$ 87,732
Dillard Environmental Services	$ 90,080
ServiceMaster Restoration Services	$ 93,408
OFRS Inc.	$ 100,800

Staff recommends awarding an agreement to Tucker Construction, Inc. (Tucker) for submitting the lowest responsive and responsible bid. Tucker will provide homeless encampment cleanup services as requested by DPW and in accordance with the detailed scope of services outlined in the agreement. In addition, Tucker will coordinate the storage of personal items found during the cleanup and hold them for thirty days to allow owners to claim their property.

Before commencing work, Tucker will be required to provide the City with a not-to-exceed estimated cost of the clean-up. The City will be invoiced in arrears at fixed rates for the services. These rates are all-inclusive and include wages, overhead, general and administrative expenses, profit, tools, and most equipment needed for the clean-up. However, dumpsters, portable bathroom facilities, third-party services, and any heavy equipment that may be required and not owned by the contractor will be invoiced at the contractor's actual cost, plus a 20 percent markup.

The initial term of the agreement is one year, with the City having the option to extend it for four additional one-year terms. Annual price adjustments may be allowed after the initial term if requested and justified by the contractor and approved by the City. Prevailing wages will be paid under this agreement.

ENVIRONMENTAL REVIEW

Awarding the subject agreement with Tucker does not itself 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. Notwithstanding the foregoing, any abatement activities performed pursuant to the Agreement may be categorically exempt under CEQA Guidelines sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies), depending on the site and work required.

FISCAL IMPACT

The total not-to-exceed amount for the initial term of the agreement is $110,000, which includes a 25 percent (approximate) continency above the bid price. The contingency is included because the quantities used for determining low bids were estimates and could be higher based on the level of need. The FY 2024/25 and FY 2025/26 Proposed Capital Budget includes a recommendation to adjust the Operating budget to include $110,000 for homeless encampment cleanups in the Department of Public Works departmental budget.

COORDINATION

This report has been coordinated with the Finance Department, Police 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

1. Determine the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations;
2. Authorize the City Manager to execute an agreement with Tucker Construction, Inc. for homeless encampment cleanup services for an initial one-year term starting on or around July 1, 2024 and ending on or around June 30, 2025, with a not-to-exceed maximum compensation of $110,000, in a final form approved by the City Attorney; and
3. Authorize the City Manager to exercise up to four one-year options to extend the term of the agreement through June 31, 2029 and to approve annual reasonable market price adjustments, subject to the appropriation of funds, in a final form approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Agreement with Tucker Construction

EBIX Insurance No. S200002163

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TUCKER CONSTRUCTION, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Tucker Construction, 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

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

Appendix A1 – Examples of Tools, Equipment, and Third-Party Services

Appendix A2 – Guidelines for Property Identification

Appendix A3 – Notice of Planned Clean-up and Order to Vacate City Property

Appendix A4 – Notice of Recovered Property

Appendix A5 – Inventory Sample

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

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 initial term of this Agreement shall begin on July 1, 2024 and terminate on June 30, 2025.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year term through June 30, 2029 ("Option Periods"), subject to the appropriation of funds. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

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.

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.

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 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.

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

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.

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: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by email at cfazzi@santaclaraca.gov

And to Contractor addressed as follows:

Tucker Construction, Inc.
Attention: Mark Tucker
1725-D Little Orchard Street
San Jose, CA 95125
and by e-mail at tucker@tuckercon.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.

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:

GLEN R. GOOGINS
City Attorney

Dated: 6/18/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TUCKER CONSTRUCTION, INC.
a California corporation

Dated: 5/25/24
By (Signature):
Name: Mark Tucker
Title: President, Secretary, and Treasurer
Principal Place of Business Address: 1725-D Little Orchard Street, San Jose, CA 95125
Email Address: tucker@tuckercon.com
Telephone: (408) 287-1424
Fax: (408) 287-1448

"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

As directed by City, Contractor shall provide turnkey homeless encampment site cleanups as described herein, with the goal of keeping parks and public space free of encampments in order to protect the environment and provide safe use of public areas.

2. DOCUMENTS

This Attachment contains the following Appendices:

2.1. Appendix A1 – Examples of Tools, Equipment, and Third-Party Services

2.2. Appendix A2 – Guidelines for Property Identification

2.3. Appendix A3 – Notice of Planned Cleanup and Order to Vacate City Property (subject to change, verify with PD staff prior to posting)

2.4. Appendix A4 – Notice of Recovered Property

2.5. Appendix A5 – Inventory Sample

3. CITY RESPONSIBILITIES

3.1. General

3.1.1. City shall determine the location requiring clean up.

3.1.2. The Department of Public Works (DPW) and the Santa Clara Police Department (PD) (collectively the "City") will coordinate with Contractor to determine the appropriate date and time for the anticipated cleanup activity.

3.1.3. City shall issue a work order and provide a minimum one week notice to Contractor.

3.1.4. City will provide a representative to serve as a point of contact to approve and issue work orders, to address any Contractor issues or questions that may arise during the course of a cleanup, and supervise Contractor's activities.

3.2. Initial Outreach

Prior to posting, and if reasonably possible, PD will contact individuals present at the location to:

3.2.1. Advise of community, health, environmental concerns associated with storage and encampments.

3.2.2. Advise of the City's intent to conduct cleanup activities at that location, and explain the process used (provide expected date, if known).

3.2.3. Coordinate with, or provide information related to, agencies or other organizations that may provide supportive services such as medical services, shelter options, or housing assistance.

3.2.4. Encourage individuals present to remove their property and provide free bags for their use.

3.2.5. Document location, date of visit, description of conditions, number of individuals present, information provided, and any other pertinent information.

3.3. During Cleanup

3.3.1. Upon first arrival, PD will conduct a site check to make sure that no individuals remain on site. If individuals are present at the site, PD will verbally inform them of the posted cleanup and give them thirty (30) minutes (or other reasonable period of time) to gather their belongings and vacate the site. PD will provide an officer present at the site until such time as all individuals present at the site have vacated it and, depending upon the expected length of the activity, remain on-call.

3.3.2. If the individuals present are willing to voluntarily provide their names, PD will record such names so that returning stored items later is more efficient.

4. CONTRACTOR RESPONSIBILITIES

4.1. Notice of Planned Cleanup

4.1.1. Contractor shall post notices at various locations denoting the approximate exterior perimeter of the site and place a copy at/on each tent, structure or other evidence of encampment. The notices will be placed in locations and in quantities sufficient to reasonably ensure visibility. Notices must be posted no less than seventy-two (72) hours, and not more than five (5) days, prior to the expected cleanup date. Contractor shall photograph posted notices to document time and location of posting.

4.2. 24 Hours Prior Cleanup

4.2.1. Twenty-four hours prior to cleanup, Contractor shall check weather forecast for date of cleanup, through National Weather Service. If inclement weather is predicted (extreme cold or heat, greater than 50% chance of rain, etc.), then Contractor will cancel the cleanup. As soon as reasonably possible, Contractor will take down notices of the cleanup. PD will work with Contractor to reschedule the cleanup and re-notice.

4.3. Cleanup

4.3.1. Contractor shall cleanup encampment sites as assigned by City. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removing trash, and disposing of all debris at a permitted solid waste disposal or Class III landfill facility.

4.3.2. Contractor shall coordinate the disposal of materials excluded from solid waste disposal facilities found at abatement sites such as hazardous waste, universal waste, medical waste, and other such items at a site permitted to accept such material. Contractor may provide these services directly or through a licensed subcontractor.

4.3.3. Contractor shall follow best practices and work procedures to safely manage any hazardous materials that may be found on the job site, including soiled personal hygiene items, syringes, and other materials which could pose a health threat.

4.3.4. Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, and other supplies that may be required to remove all debris, litter, and waste as listed in Appendix A1. Such equipment, tools, and protective gear shall be sufficient for all conditions including jobsites that may be located in heavy foliage, poison oak, steep embankments, next to train tracks, by creeks and rivers, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.

4.3.5. Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment cleanup. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the cleanup in accordance with established rates of the contract. Additional specific instructions will be given by the City at the work location.

4.3.6. Contractor shall be responsible to provide an on-site supervisor/manager for abatement crews and ensure all necessary safety procedures are followed. This individual will also serve as the

City contact for all projects. City will not pay for more than one (1) supervisor unless agreed upon in writing.

4.3.7. Contractor shall photograph the encampment site and surrounding area identified by City staff before and after the cleanup to document the condition of the site and the date of the cleanup. Photographs of cleanup will be provided to PD electronically after completion of the cleanup.

4.3.8. Contractor shall immediately contact PD in the event that weapons are found at the encampment.

4.3.9. Contractor shall trim shrubs and vegetation as required in a work order issued by the City, provided that such abatement is consistent with any permits required to perform cleanups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers, or the California Department of Fish and Wildlife.

4.3.10. Contractor shall be familiar with the areas and verify with the City designated representative that the abatement site is within the City's jurisdiction. Encampments may be located on properties shared by the City or other agencies. Contractor is expected to be familiar with the area and verify the jobsite is within the City's jurisdiction. In the event that access to the jobsite is restricted, Contractor shall coordinate entry with the City.

4.3.11. Contractor shall notify the City when the work is complete and provide a cleanup report to City representative.

4.3.12. In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall immediately notify the City's designated representative. Contractor shall not perform any abatement on the adjacent site unless and until all procedural guidelines have been complied with for the adjacent site and the City has authorized the additional work.

4.3.13. Contractor shall provide a representative, if requested by City, to attend regional encampment cleanup coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.

4.3.14. City reserves the right to cancel any given project if the City deems, in its sole discretion, that unsafe conditions (such as inclement weather) exist at the site on the day of a planned event. The City will attempt to provide Contractor with at least 24-hour notice of any project cancellation.

4.3.15. Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.

4.3.16. Contractor shall obtain, maintain, and comply with all permits required to perform cleanups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers, or the California Department of Fish and Wildlife.

4.3.17. Contractor shall track data related to each encampment cleanup and provide detailed monthly reports to the City.

4.3.18. The work shall be completed between Monday-Friday, and during normal business hours.

4.4. Sorting and Tagging Personal Property

4.4.1. Contractor shall provide industrial grade bags and tags and, with City supervision, sort items that may include litter, debris and waste at the site and identify and tag certain items as "personal property". Refer to Appendix A2 for Guidelines for Property Identification.

4.4.2. In the sorting process, Contractor will: (a) open any bag, purse, backpack, or suitcase to verify the contents, but will not sort each item inside, (b) cut open or disassemble any structure or tent in order to verify the contents< but will not sort each item inside and (c) consider trash any structure or tent that required cutting or disassembling in order to inspect the inside without entry.

4.4.3. Once a site is sorted the Contractor will photograph the personal property to document what is being placed in storage (the "photo inventory"). A sign or board indicating the date, location of the containers will be placed in the photograph with the property. Contractor will then place all personal property in clear plastic tubs or bags marked with the date and location of abatement. Contractor will load the personal property into a truck to be transported for storage at Contractor's facility. Appendix A5 shows a sample inventory list.

4.5. Claims on Property During the Cleanup

4.5.1. If individuals are present and request immediate return of key personal effects (such as ID, medications, etc.), Contractor shall be reasonable. Individuals should not be allowed to interfere with the cleanup, but Contractor may return these types of basic or critical personal items.

4.5.2. Contractor will request the name of any individual claiming property. Any returned item will be photographed and noted on the photo inventory list with the name of the individual who collected it.

4.6. Posting Notice After Cleanup

4.6.1. Once the site is safe for individuals to return to it, Contractor shall post and photograph a notice stating the retrieval storage location. See Appendix A4 for the template of the required notice.

4.7. Guidelines for Return of Property

4.7.1. Upon receipt of a phone call or email regarding an item collected at an abatement, Contractor will review the photo inventory list for the date and location of the abatement for the reported item. If the item can be located, Contractor shall retrieve the item from storage and drop off the item(s) with staff at a specified location for collection by the caller.

4.7.2. The specified location for collection by the caller shall be provided by the Contractor.

4.7.3. If an individual cannot locate his/her items, and disputes the City's/Contractor's disposal of it, Contractor may direct the individual to file a claim with the City Clerk's Office.

4.7.4. It is understood and expected that many stored items will not contain identifying information; therefore, if a claimant reasonably describes an item to be retrieved (and that item has no ownership identifier on it), then the item can be released to the claimant. To a certain extent, the process operates on the "honor system."

4.8. Disposal after Storage Period

4.8.1. Contractor shall store items for ninety (90) days after the cleanup date.

4.8.2. If property is unclaimed after 90 days, PD may dispose of it as unclaimed surplus property in accordance with the City Code (SCCC 2.105.310).

4.8.3. Contractor shall provide PD copies of all documents (photographs, notices, logs, etc.,) at the conclusion of the 90-day storage period. City's record retention period for all documents related to the cleanup is a minimum of three (3) years.

4.9. Safety and Training

4.9.1. Safety and appropriate training/licensing are critical requirements for the Contractor.

4.9.2. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.

4.9.3. Jobsites can be in heavy foliage, poison oak, steep embankments, next to train tracks, by creeks and lakes, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

4.9.4. Contractor shall be OSHA certified to operate any heavy equipment required to complete the encampment cleanup work, including trash compactors, bulldozers, graders, or other ground moving equipment.

4.9.5. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California. Contractor shall provide all safety equipment, materials, and training to its employees as required. Contractor shall provide its employees with appropriate safety apparel. This apparel shall include hardhats, safety glasses, vests, gloves, and leather (or adequately puncture resistant) boots.

4.9.6. Contractor shall be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, Hepatitis A, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment (PPE) and following other protocols established for this situation must be followed. Contractor will coordinate disposal of these wastes and syringes with the City.

4.9.7. Contractor shall provide copies of any training records and licenses required by the City.

APPENDIX A1 TO ATTACHMENT A

EXAMPLES OF TOOLS, EQUIPMENT, AND THIRD-PARTY SERVICES

A: Examples of tools and equipment provided by Contractor (and included in Contractor's Rates in Section 2.1 of Exhibit B):

Clothing Supplied by Workers: • Boots – high top leather uppers • Long sleeve shirts • Longs pants	**Hand Tools:** • Rakes • Shovels • Pitch forks • Tarps • Garbage cans • Plastic bags • Hammers • Pry-bars • Knives • Weed trimmer • Weed mower • Chainsaw • Brooms
Maintenance Items: • Identifying shirts or vests • First aid kit • Drinking water • Toilet provisions	**Bio Supplies:** • PPE clothing • Eye protection • Face protection • Red bags • Hazard notices • Red second containment for transport • Cleaning materials including bleach • Shovels
Personal Protection Items: • Gloves • Hardhats • Dust masks • Goggles • Sunscreen • Insect Repellant • Bite treatment cream • Poison oak exposure cream	**Heavy Equipment, if needed:** • Small skid steer tractor • Backhoe loader • Dump trucks • Other vehicles

B. Examples of additional equipment, materials, and third-party services at Contractor's actual cost plus % markup (Section 2.1 of Exhibit B)

- Boom rental
- Dumpsters
- Portable toilet

APPENDIX A2 TO ATTACHMENT A

GUIDELINES FOR PROPERTY IDENTIFICATION

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

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

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

Prescription medication and similar usable medical items (that appear to be safe to handle) are not waste and should be stored or given to the individual.

Examples of personal property of apparent value that should be stored may include clothing, shoes, jackets, tents, sleeping bags, bed rolls, blankets, backpacks/bags, bicycles, tools, watches/jewelry, electronics, toiletries, eyeglasses, purses, personal papers/identification documents, photographs, books and baby strollers.

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

- **Dirty or Soiled:** items that smell of bodily waste or other contaminants or other hazardous materials, are stained with urine or other bodily waste, or are infested with fleas, bed bugs, rats or other vectors
- **Perishable:** open food or personal products that will spoil or rot in storage
- **Contaminated:** items used for hygiene or that present a risk of biohazard (i.e. sharps or other medical/pharmaceutical materials, used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
- **Hazardous or Explosive:** items that could corrode or burn in storage (i.e. car batteries, gasoline tanks, and propane tanks)
- **Broken or Disassembled:** items that are broken, damaged, or stripped of parts and have no apparent utility in their present condition (i.e. electronics stripped for copper, bike parts, flat tires, torn up clothes)
- **Weapons:** weapons, drugs or other contraband will be given to the PD
- **Obvious Trash:** Food/beverage wrappers, tissue/paper napkins, etc.

APPENDIX A3 TO ATTACHMENT A

WARNING

Per the Santa Clara Municipal Code

9.30.040- Removal of Personal Property From City Property

You have 72 hours to remove your belongings. Any personal property not removed in 72 hours may be classified as refuse and thrown away. Personal property not classified as refuse shall be stored by the City for ninety (90) days.

Posted by the City of Santa Clara on:

_____

DATE/TIME/ID#

Santa Clara Police Department

Questions call: 408-615-4745

APPENDIX A4 TO ATTACHMENT A

NOTICE OF RECOVERED PROPERTY

PLEASE TAKE NOTICE:

On [date], the City of Santa Clara conducted a clean-up of [**LOCATION**]. Items deemed to be refuse were disposed of. Certain items of personal property not deemed refuse were collected and are being stored pending retrieval by the rightful owners.

Individuals wishing to reclaim personal property collected by the City as part of the clean-up project may do so by contacting

[person and title]
[address]
phone number]

PERSONAL PROPERTY COLLECTED BY THE CITY WILL BE STORED, WITHOUT CHARGE, FOR NINETY (90) DAYS FOLLOWING [DATE OF CLEAN-UP]. AFTER NINETY (90) DAYS, ANY UNCLAIMED PROPERTY WILL BE DISPOSED OF.

APPENDIX A5 TO ATTACHMENT A

INVENTORY SAMPLE

Location:
DPW Project Manager:
Date Noticed:
Date Clean Up Started/Completed:
End of 90-Day Storage:

Bag or Box #	Specific Location (if applicable)	Item Description (and/or cross reference to clean up photo inventory)	Owner Info. (if applicable, include as much detail as possible)	Claimed Date (if applicable)	Claimant Signature (if applicable)	Date of Disposal (if applicable; retain all documentation)

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Hundred Ten Thousand Dollars ($110,000)**. No additional services will be performed unless both Parties execute amendment outlining the services requested and the compensation agreed for such services.

2. PRICING

2.1. Compensation shall be paid to Contractor on a time and material basis as listed below.

Category	Hourly Rate[1]
Pre-Cleanup Rate:	
Post notices, take pictures for documentation, etc.	$91.50
Cleanup Rates:	
Supervisor	$137
Laborer (non-hazardous)	$91.5
Laborer (hazardous)	$131
Trucker	$98.50
Landscape Cleanup	$91.50
Post-Cleanup	
Take personal items to storage, coordinate return of personal items, etc.	$91.50

Additional equipment/materials/third-party services	%
Markup on Actual Cost	20%

[1]See Section 4 below for hourly rate adjustments.

2.2. Prior to the commencement of work, Contractor shall provide City with a not to exceed estimated cost of the clean-up. Contractor shall notify City, with as much advanced notice as possible, if it is determined that the estimate will be exceeded.

2.3. The hourly labor rates are fully loaded and include wages, overhead costs, general and administrative costs, and profit. Overhead costs shall include all hand tools, power tools, consumables, and related items that may be required to perform each clean-up. Refer to Appendix A1 for examples of tools and equipment.

2.4. In the event that additional tools, equipment, and/or third-party services are required for a clean-up, Contractor shall obtain pre-approval from the City describing the additional requirement and the associated cost. City shall reimburse Contractor for any pre-approved additional charge at Contractor's actual cost, plus a maximum of 20% markup.

3. PRICING AND OPTION RENEWALS

3.1. Pricing is fixed for the Initial Term of the Agreement.

3.2. Price Adjustments: Contractor may request adjustments to compensation rates prior to any one-year option to renew the Agreement after the Initial Term. Price increase requests must be tied to CPI, PPI, or relevant industry specific index. Request for a price increase must be fully documented by Contractor and are subject to City's approval.

4. INVOICING PROCEDURE

4.1. At the conclusion of each encampment clean-up, the City shall pay Contractor in arrears within thirty (30) days of a properly completed invoice in a form acceptable to the City.

4.2. The invoice shall itemize the number of employees assigned to the clean-up, the actual hours worked for each employee, and the hourly rate as quoted above, and the extend cost which is the hourly labor rate times the total hours worked. Actual hours worked shall only include clean-up work at the encampment, and shall not include time for travel to the job-site, or any incidental time that is not directly related to the clean-up. If any additional tools, equipment, and/or third-party services were required for the clean-up, then supporting documentation must be provided with the invoice to document the cost to the vendor.

5. COMPENSATION ADJUSTMENT

5.1. Contractor may request adjustments to the hourly labor rates effective July 1 of each year during the term of the agreement. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not exceed 3%, except to reflect an increase to the prevailing wage that is greater. Contractor must provide wages and benefits information to establish the amount paid to their workers to justify an adjustment that is greater than 3%. In no event will an adjustment greater than 3% be allowed for general and administrative expenses, overhead expenses, and profit.

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:

   $5,000,000 Each occurrence
   $5,000,000 General aggregate
   $5,000,000 Products/Completed Operations aggregate
   $5,000,000 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.

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 emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
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 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.

I. 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.

J. 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.

K. 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.

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
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 #

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:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor'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.

Dated: _____

Approved as to Form:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

26-196 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway

BACKGROUND
On November 13, 2013, the Architectural Committee approved the construction of a 170,689 SF office building (Project) at 4800-4900 Great America Parkway (Property) for The Sobrato Organization (Owner). The Project was conditioned to vacate the existing underground electric easement (SC15,092) on the Property as it conflicts with the new building footprint. A conditional building permit release was issued on August 1, 2014 to allow for the issuance of the building permit with the condition that the easement be vacated prior to the final building inspection or occupancy. For reasons unknown, the building permit was finalized, but the easement was not vacated. On September 29, 2025, the Owner reached out to the City to request the outstanding easement be vacated as a cleanup item for their property.

DISCUSSION
Due to the development of the Property, the existing Underground Electric Easement encumbering the Property has been determined to be excess and is no longer necessary. The Owner has requested that the City vacate the subject easement to clear this unnecessary encumbrance on the Property. Any relevant facilities previously within said easement have already been removed or abandoned. Silicon Valley Power, the only department that may have an interest in the easement concurs that the easement is eligible to be vacated. Staff has reviewed this proposal and found that the easement is no longer necessary for public purposes and therefore recommend that it be vacated pursuant to California Streets and Highways Code Section 8333(c).

ENVIRONMENTAL REVIEW
The potential environmental impacts of the Project were addressed in the Mitigated Negative Declaration prepared for the Project and was approved by the Architectural Committee on November 13, 2013.

FISCAL IMPACT
There is no additional cost to the City other than staff time and expense.

COORDINATION
This report has been coordinated with the City Attorney’s Office and Silicon Valley Power.

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

1. Adopt a Resolution Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway [APN 104-04-115 (2025-26)]; and
2. Authorize the Recordation of the Resolution.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Resolution

RECORD WITHOUT FEE PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 [SPACE ABOVE THIS LINE FOR RECORDER'S USE]

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ORDERING THE VACATION OF AN UNDERGORUND ELECTRIC EASEMENT AT 4880 GREAT AMERICA PARKWAY [APN 104-04-115 (2025-26)]

WHEREAS, the City of Santa Clara currently possesses the described Underground Electric Easement in Exhibit A and shown on Exhibit B, which Exhibits are incorporated herein by reference. Said Easement was dedicated by that certain document as mentioned in said Exhibits; and,

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City Council "may summarily vacate a public service easement" in any of the following cases:

(a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

(b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

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

1. That said Easement described and shown in said Exhibits has been superseded by relocation, or determined to be excess by the easement holders, and there are no other public facilities located within the easement.

2. That said Easement described and shown in said Exhibits in the City are hereby vacated pursuant to California Streets and Highways Code Section 8333.

3. That the vacation hereby releases all easement rights and interest of the City referred in said Exhibits to the current property owner(s).

4. 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 _____, 20__, 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. Exhibits A and B

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EXHIBIT "A"
LEGAL DESCRIPTION
VACATION OF UNDERGROUND ELECTRIC EASEMENT

APN 104-04-115 (2025-26)

ALL OF THAT UNDERGROUND ELECTRIC EASEMENT AS DESCRIBED IN THAT CERTAIN EASEMENT DEED, RECORDED ON NOVEMBER 5, 1981, IN BOOK G434 AT PAGE 697, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

CONTAINING 1,505 SQUARE FEET, OR 0.0346 ACRES, MORE OR LESS.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

KELLY S. JOHNSON, P.L.S. 9126



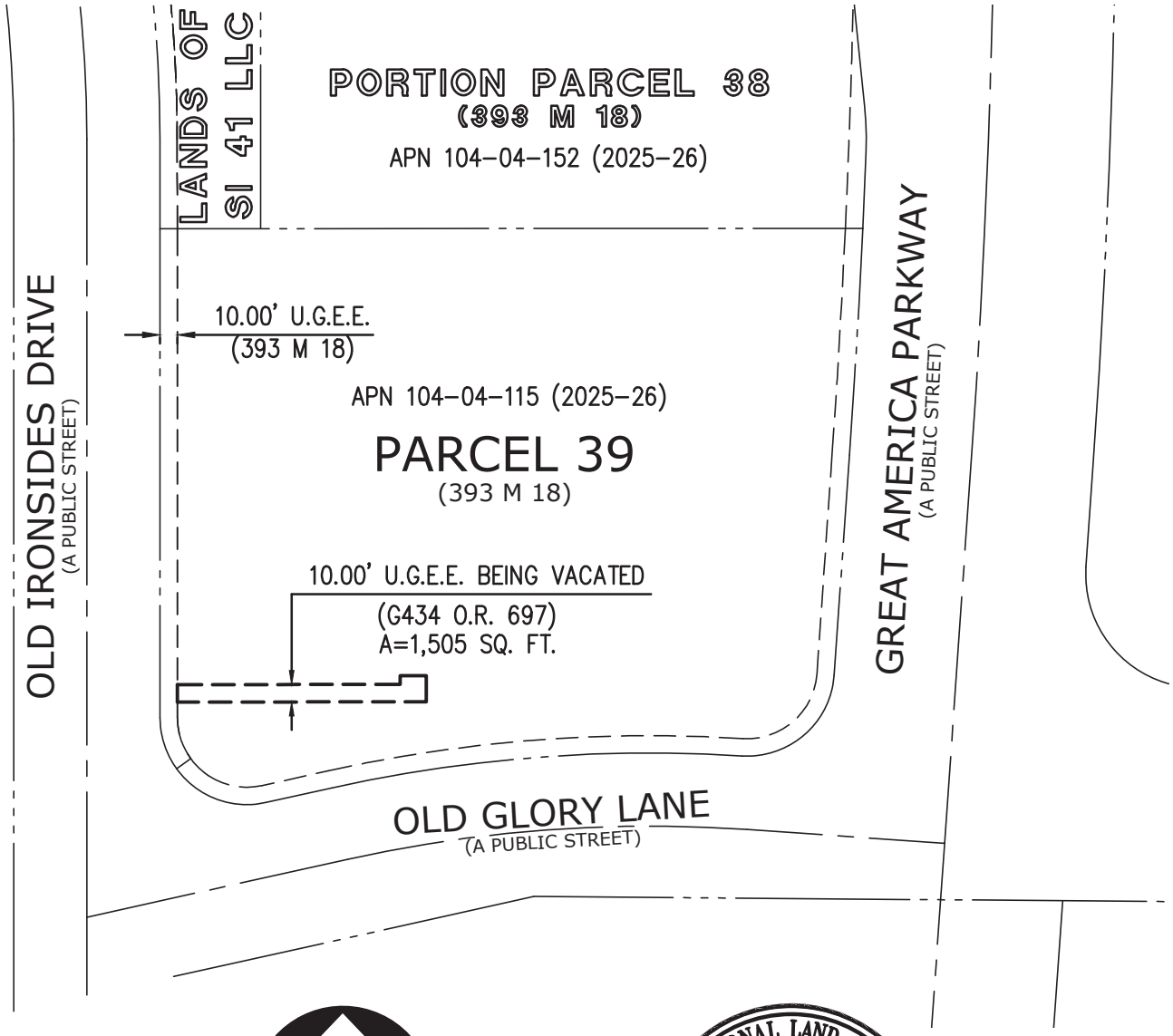
12/23/2025
DATE

LEGEND

PROPERTY LINES
CENTER LINES
U.G.E.E. LINES
EXISTING EASEMENTS

ABBREVIATIONS

A	AREA
U.G.E.E.	UNDERGROUND ELECTRIC EASEMENT
M	MAPS
SQ. FT.	SQUARE FEET







SC25-0070

KIER+WRIGHT
3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

EXHIBIT "B"
VACATION OF UNDERGROUND ELECTRIC EASEMENT
SANTA CLARA, CALIFORNIA

DATE	DEC., 2025
SCALE	1" = 100'
BY	DFH
JOB NO.	A16180-1
SHEET	1 OF 1

Z:\2016\A16180-1\DWG\SURVEY\PLATS\A16180-1-PD-UGEE-VACATION.dwg 12-23-25 12:53:36 PM dhenderson

26-607 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Approving and Adopting the Updated Records Retention Schedule for All City Departments

BACKGROUND
The current Citywide Records Retention Schedule ("Schedule") was adopted by the City Council on August 28, 2012, under Resolution 12-7965. The Schedule was divided into City-wide and department-specific schedules that defined the requirements for categorization of records and the respective retention periods for those categories.

The Records Retention Schedule provides a description of the type of records each department maintains, indicates which department is the office of record for files retained, and states the length of time the records will be held, any statutory guidelines related to maintaining records, and the final disposition of the records, if any.

The Schedule is administered by the City Clerk's Office and ensures the protection and efficient administration of the official records for the City of Santa Clara. This program assures the accessibility of information to the public, protects the City's vital records, and provides a methodology for the periodic disposal of obsolete records. The Schedule must be compliant with various state laws, in alignment with industry best practices, cost effective, structured to appropriately preserve vital and historical City records, and be "user-friendly" for City staff. Since the time of adoption in 2012, technology and legislative changes have not been incorporated into the Schedule. Legislative guidelines continue to be followed, and the Schedule requires updates to reflect current practice.

Approval of the proposed new Resolution will rescind the 2012 Resolution 12-7965 as well as the separate Records Retention Schedule specifically for the Police Department dated June 24, 2025 (25 -9459), and serves to provide the City with up-to-date requirements and rules for managing the records of all City departments combined (including the Police Department).

DISCUSSION
In 1968, the California State Legislature adopted the California Public Records Act ("CPRA") which requires the inspection or disclosure of governmental records to the public upon request, unless exempted by law. This law did not provide a distinction between what is a record and what is not a record. In addition, CPRA did not tell the City how long each record, once defined, had to be retained. Absent a clear definition and clear rules for retaining records, the City has prepared for the Council's consideration the formal documents that define what a record is for the City and how long those records are to be retained.

The proposed Records and Information Management Policy clearly defines what a record is for the

City of Santa Clara and the rules the City will follow in managing both its records and general information. The Records Retention Schedule identifies what types of records the City creates and/or receives in the normal course of doing business and how long these record types will be retained by the City.

The Records Retention Schedule was created in collaboration with each department and each department has had the opportunity to review and edit the document to meet the department's business needs. The Records Retention Schedule has also been reviewed by the City Attorney's Office to ensure compliance with all pertaining federal and state laws and requirements.

In March 2025, the City contracted a professional services agreement with Kaizen InfoSource LLC (Kaizen), to prepare a new Records and Information Management Policy and a new Records Retention Schedule for the City Of Santa Clara. Kaizen met with each department and the City Attorney's Office to obtain the requirements and needs for each department.

Kaizen had previously worked with the Police Department to identify their records and how long each category of record should be retained. The Police Department Records Retention Schedule was adopted by Council on June 24, 2025. The Police Department category of records has now been included in this newer version for adoption so that the City has one Records Retention Schedule for the entire City.

As required under the Brown Act and CPRA, there is a need to have a Records Management Program that is compliant, professional, cost effective, preserves vital and historical City records, and guarantees its citizens access to public records of the City. The City of Santa Clara needs a modern Records Retention Schedule, as well as a Records and Information Management Policy that will support City in managing its records. These new governance documents will not only increase government transparency but will also minimize legal risk to the City.

Departments may, for operational necessity, establish an internal guideline allowing retention of a particular type of document for a longer period of time, but may not shorten retention period.

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

Adoption of the Citywide Retention Schedule has no fiscal impact.

COORDINATION

The report was coordinated with the City Clerk's Office, Citywide Departments, 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution approving a new Citywide Records Retention Schedule including the Santa Clara Police Department and Rescind Resolutions 25-9459 (adopting a Records Retention Schedule for the Santa Clara Police Department) and 12-7965 (Old Citywide and Departmental Retention Schedule).

Prepared by: Nora Pimentel, Assistant City Clerk
Reviewed by: Sujata Reuter, Assistant City Attorney
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Citywide Records Retention Schedule
2. Records and Information Management Policy
3. Resolution

ACRONYMS USED IN LEGAL CITATIONS

AC = While Active CU = Current Year CL = Closed D = Day FR = Final Resolution LA = Limitation on Action LI = Life (of program, asset)
M = Month MA = Maturity MAINT = Maintain Records PR = Permanent S = Superseded T = Termination Y = Year

Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
001	**Accounts Payable and Receivable** Records and information related to the accounting of monies paid or received by the City, as well as the Mendota Community Corporation (MCC), including payment for financial obligations.	Aging Reports AR Memos Asset Forfeiture Funds Bankruptcy Notices Cash Management Records (*cash disbursement, cash register receipts, cash receipts, petty cash*) Collections and Bad Debt Confidential Payment Supporting Information (that does not go to Finance) Credit Memos Donations (*monetary, in-kind*) Expense Reports, Reimbursements for Employees and Officials (including travel) FEMA/DHS Reimbursements Form 1099 and Form W-9 Records Fund Transfers (*inter-departmental memos, etc.*) Invoices and Vouchers Payables Purchasing Card Expense Reconciliation/Allocations Receivables (including deposit forms) Reclass Forms and Vouchers Reconciliations Refunds Request Forms Restitution Files from the County Sales and Use Taxes Paid Tax Payments and Revenue (*e.g., transient occupancy taxes, gas taxes, property taxes, utility user taxes*) Utility Billing	All Departments	6Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 18 CFR 125.3(11) - (5Y) US - 26 CFR 31.6001-1(e)(2) - (5Y) US - 26 USC 6531 - (LA6Y) US - 48 CFR 4.705-1 - (4Y; 2Y)
002	**Agreements, Contracts and Leases - Goods and Services** Executed agreements and contracts for goods and services (which includes all types of contracts, such as an agreement, franchise, lease, JPA, MOA, MOU and associated ancillary documents, between the City and other parties.	Addendums and Amendments Attachments / Exhibits Bids, Awards (*including responses to RFPs, RFQs, and RFBs, evaluation sheets, quotations*) Bonds Certificates of Insurance and Endorsements Change Orders Compliance with City Purchasing Requirements Concessions Disclosures Exhibits Franchises Letters of Intent Notices of Intent Price Lists Proposals, Quotations Proof of Insurance Certificates Purchase Orders Receiving Reports Requisitions Receiving Reports Specifications Statements of Work (SOWs) Successful Requests for Proposal (RFP) Warranties	All Departments	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 29 CFR 516.5 - (3Y) US - 48 CFR 4.705-1(b) - (4Y) US - 48 CFR 4.705-3(f) - (4Y) Santa Clara Municipal Code 17.30.010 - (MAINT)

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003	**Audits - Internal, External and Administration** Records and information related to both internal and external audits of City activities and administration of auditing activities, including reviewing and documenting operational, compliance, or financial information created as a part of an audit.	Annual Audit Reports Audit Files, Plans Audit Schedules Audit Workpapers Auditors Reports General Purpose Financial Audits, Single Audits Management Responses Responses	All Departments	6Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001-1(e)(2) - (5Y) US - 26 USC 6531 - (LA6Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
004	**Bond Proceeds Drawdown** Records and information supporting debt proceeds drawdown requests for capital improvement program (CIP) project reimbursements for potential Internal Revenue Service (IRS) audits.	Drawdown Requests Reimbursements	All Departments	While Active+10Y	CA - CCP 336a - (LA6Y) CA - CCP 337.5 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001-1(e)(2) - (CU+4Y) US - 26 USC 6531 - (LA6Y)
005	**Community Assistance, Engagement, Outreach and Public Relations** Records and information regarding external-facing services, communications, advertising and press relations materials, including documentation of outreach activities/events held in cooperation or for the benefit of City staff and for the local community, including: - Annual ComicCon - Mobile Shower & Laundry Services - Adopt-A-Spot/Creek Cleanup NOTE: For Police Department outreach records, see category 110.	Applications Brochures, Flyers City Hall News Documents City Manager Updates Community Event and Services Records Community Meeting Documents (*agendas, minutes, correspondence*) FAQs News Releases/Media Advisories Newsletter PowerPoint Presentations Press Releases Public / Media Inquiries Public Information / Outreach / Education Public Surveys Registrations Sister City Program(s) Social Media Documentation Training Offered to the Public (*e.g., fire extinguisher use*) Volunteer Documentation (*sign-up sheets, application forms, waiver forms*)	All Departments	4Y	CA - CCP 337 - (LA4Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(42) - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
006	**Department Administration** General internal administrative records of City departments, including: - Documentation of department internal activities - Routine department reports - Information captured on a log or a list - Correspondence, memos, notes and emails that do not require acknowledgment and do not pertain to another category - Special projects - Unsuccessful applications, including those for grant funding	Ad Hoc Committees and Subcommittees Constituent Correspondence Department Administrative Documents (*budgets, budget memos, calendars, committees, goals, objectives, meeting agendas, meeting minutes, meeting tapes/recording, plans, spreadsheets*) Department Awards and/or Community Accolades Department Generated Routine Studies / Reports Department Project Files Employee Communication Letters (*announcements, new programs, notices*) Fuel Card Authorizations Gifts Received by the City Internal Committees / Employee Committees Inter-departmental Receipts Letters Signed by City Officials Logs and Lists (*e.g., emergency contacts*) Organization Charts ~~Photos~~ Routine Correspondence Safety Team Meeting Minutes Shipping and Receiving Records	All Departments	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
007	**Emergency Management** All documentation for dealing with preparation for and responses to emergencies, disasters and/or system failures for City facilities. Includes the Emergency Operations Center.	Business Continuity Plans Business Response Plans (*hazardous materials, hazardous waste, hazardous spills*) Emergency Communication Disaster Recovery Plan Drill Records and Employee Training Emergency Contact Lists, Employee Lists, Roster of Workers Emergency Evacuation Procedures Emergency Operation Plans Emergency Operations Center Emergency Preparedness Emergency Response Programs Evacuation Plans Hazard/Risk Mitigation Plans (*Cal-Arp, etc.*)	All Departments	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
008	**Employee Training** All documents related to general and specialized technical education and training taken by officials, paid employees and unpaid volunteers, beyond what is required for position. Includes: - Compliance (including for CIP, SWPPP, SPCC, NERC, UST) - Ethics - FEMA/SEMS/CSTI - Fire Extinguisher - First Aid/CPR - Harassment - IT Training (The Learning Café Classes) - Privacy - Safety (including for Asbestos Workers, OSHA, CalOSHA) - Specialized Equipment - Child Protective Services & Boundaries	Briefing/Unit Training Certification Records Compliance Training Individual Education, Development	All Departments	Separation+5Y	CA - 8 CCR 3203(b)(2) - (1Y) CA - GOV 34090 - (2Y) CA - GOV 53235.2(b) - (5Y) CA - GOV 53237.2(b) - (5Y) CA - HSC 25505(a)(4) - (3Y) CA - LAB 6401.9(e) - (1Y) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.31 - (2Y) US - NERC Standard CIP-004-7 - (AC+3Y) US - NERC Standard PER-005-2 - (Audit Closeout+3Y) Santa Clara Municipal Code 2.80.045 - (MAINT) Santa Clara Municipal Code 2.80.050 - (MAINT)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
009	**Employee Training Materials, Courses, Scheduling** Documentation regarding the content of courses and schedules for training offered to employees, officials and volunteers.	Attendance Lists Presentation Materials PowerPoint Slide Decks Rosters Sign-in Sheets Testing/Qualifications Training Bulletins	All Departments	Superseded+5Y	CA - 8 CCR 3203(b)(2) - (AC+1) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y) CA - GOV 34090 - (2Y) CA - GOV 53235.2(b) - (5Y) CA - GOV 53237.2(b) - (5Y) US - 29 CFR 1602.14 - (1Y) Santa Clara Municipal Code 2.80.045 - (MAINT) Santa Clara Municipal Code 2.80.050 - (MAINT)
010	**Grants and External Funding Sources** Documents the application, evaluation, awarding, administration, monitoring, reporting, and status of grants and other funding sources in which the City is the recipient, grantor, allocator, or administrator, other than HUD grants (for HUD grants see 066). Includes: - Community Grants - Combined Federal, State, Local Grants - Federal Grants - Local Grants - State Grants	Applications (*including project proposals*) Audits Award Notification Funding Requests Grant Administration Grant Evaluations Grant Funding Grant Reconciliation Reports Grant Reimbursement Documents Monitoring Visit Letters (*and related correspondence*) Payroll (*certified, Davis Bacon*) Program Rules, Regulations, Procedures Reports to Funding Agencies Required Financial Reports (e.g., SF-425) Semi-annual Labor Reports	All Departments	While Active+7Y	CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) CA - Office of Emergency Services 2019 Subrecipient Handbook §11210 - (AC+7Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y) Santa Clara Municipal Code 2.80.050 - (MAINT) NOTE: If a grant requires longer retention, its specific requirements will take precedence.
011	**Historical Documents, Events, and Collections** Records and information documenting the history and significant milestones of the City.	Awards to the City Biographies of City Officials Census Information City Seal and Logo City Incorporation City Publications City-Owned Property Records Elections (*historic, significant*) Executive, City Official Communications, Speeches, Videos Historic Districts Historical Events, Artifacts, Architecture, Designations, Projects Memorial Programs Photo Collections Significant News Clippings, Releases	All Departments	Permanent*	CA - GOV 34090 - (2Y) *Note: Only those records determined to have significant and ongoing long-term usefulness and value to the City will be designated as historical or archival.
012	**Legislative Administrative Records** Administrative documents associated with meetings and activities of the City's legislative bodies, as well as documentation of non-legislative commissions, committees and task forces.	Activity Reports Agendas Annual Administrative Reports Commendations General Correspondence Memos to Council Presentations Proclamations Staff Reports	All Departments	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
013	**Payroll** Records and information related to the accounting of payroll earnings, deductions, and issuance. This also includes records and information reflecting all earnings and benefits paid to each employee, including: - Name, address, SSN - Total amount and date of payments - Period of service covered for each - Withholding - Tax collected - Administrative support for use of electronic timekeeping system	Adjustments (*including requests, request forms, queries and supporting documents*) Benefit and Deduction Payments (*including invoices, reports, interface files*) Bi-Weekly Direct Deposit and Positive Pay Interface Files Bi-Weekly Payroll Processing Binders (*time and labor*) Checks (*off-cycle, stale dated*) Deduction Authorizations, Registers, and Reports Deferred Compensation Reports Direct Deposit Documentation (*authorization forms, ESS direct deposit verifications*) Federal Labor Standards Act (FLSA) Analyses Garnishments IRS Lock-In Letters Overtime Authorizations Password Reset Requests Payroll Adjustments Payroll Payroll and Timekeeping Memos (*including related action items*) Payroll Taxes and Withholding Forms (*DE-4, electronic W-2 consent, W-2, W-4*) Payroll Registers PERS Reporting Processed Repayment Agreements Processing Reports, Reports to Government Reconciliations (*general ledger (GL), military pay*) Retroactive Payments/Deductions (*HR authorizations and calculation*) Salary Schedules (*including calculations*) Separation Records (*lists, payoffs*) Timekeeping Records (*timecards, as-needed employee timesheets, extra help requests, DOT timesheets, prior period adjustments, FLSA report, payroll reclass forms*)	All Departments	6Y*	CA - 2 CCR 570.5 - (5Y) CA - 2 CCR 571(b)(1)(E) - (5Y) CA - 8 CCR 11040(7)(c) - (3Y) CA - 22 CCR 1085-2(c) - (4Y) CA - GOV 12946 - (4Y) CA - GOV 34090 - (2Y) CA - LAB 226a - (3Y) CA - LAB 1174(d) - (3Y) CA - LAB 1197.5(e) - (3Y) CA - UIC 1132 - (LA3Y) US - 20 CFR 655.760 - (3Y) US - 26 CFR 31.6001-1(e)(2) - (5Y) US - 26 USC 6531 - (LA6Y) US - 29 CFR 516.5 - (3Y) US - 29 CFR 516.6 - (2Y) US - 29 CFR 1620.32 - (2Y) US - 29 CFR 1627.3(a) - (3Y) US - 29 USC 436 - (5Y) US - 48 CFR 4.705-2 - (4Y; 2Y) Santa Clara Municipal Code 2.80.050 - (MAINT) *Note: Payroll records of the Mayor and members of City Council are retained for 10 years.
014	**Policies and Procedures** All administrative documentation of City policies and procedures.	Acronyms Administrative Policies Administrative Regulations Directives (*including City Manager memos*) General Orders Guidelines Handbooks Policies Procedure Manuals Procedures Program / Initiative Plans Standards	All Departments	While Active+3Y	CA - GOV 34090 - (2Y) US - 26 CFR 301.6501(a)-1 - (3Y) US - 29 CFR 1602.14 - (AC+1Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
015	**Procurement - RFP, RFQ, RFI, Bids <u>Not</u> Awarded** Records and information received in response to the City's requisitioning of goods services, or real property, but where the purchase order, contract, or agreement was not awarded.	Bids (*unaccepted, rejected*) Exhibits Price Lists Quotations Requisitions Scorecards Specifications Unsuccessful Invitation for Bids (IFB) Unsuccessful Requests for Information (*RFI*) Unsuccessful Requests for Proposal (*RFP*) Unsuccessful Requests for Quote (*RFQ*)	All Departments	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
016	**Public Notices** Records documenting compliance with laws requiring public notice of government activities, excluding agendas and legislative body-related documents. Subjects may include assessments, elections, land use changes, public meetings and hearings, sale of property, and others.	Affidavits of Mailing Affidavits of Posting Affidavits of Publication/Legal Notices Maddy Act Lists and Notices Public Hearing Notices Public Meeting Notices Publication Documents Vacancy Notices	All Departments	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
017	**Real Estate Financial Transactions** Records and information related to the ownership, acquisition, disposition, transfer of, lease of, infrastructure and facilities including grant deeds, owned by or used by the City.	Acquisitions Appraisals Attachments Buildings Capital Improvements Community Development Block Grant (*CDBG*) Property Deeds of Trust Development Agreements Dispositions Easements Land Loan Agreements Mortgages Possessory Interest Promissory Notes Regulatory Agreement Right of Way Sales Subdivision Improvement Agreements (SIAs) Title Reports Valuation Information	All Departments	Permanent	CA - CCP 315 - (LA10Y) CA - CCP 337 - (LA4Y) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090(a) - (PR) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y)
018	**Service Requests, Issues, and Complaints** Documentation regarding complaints and requests for service received by City departments.	Complaints and Inquiries and Related Correspondence Follow-up Investigations Issues Log Municipal Services Call Recordings Trouble Reports Work Orders	All Departments	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
019	**Strategic Planning** Records and information relating to financial planning.	Business Plans Consolidated Action Plans Council Priorities Financial Plans Forecasts Strategic Plans	All Departments	2Y	CA - GOV 34090 - (2Y)
020	**Building Plans, Building Permits, Fire Plans, Fire Permits - Permit Never Issued** Applications for building or fire permits, with associated documents, where the application is abandoned or cancelled.	Addressing Forms Applications (*and related correspondence*) CF1R Form Drawings Owner Authorization Letters Permit Cancellation Form Proof of Ownership/Escrow Documents Refund Supporting Documents Structural Calculations Waste C&D Form	Building Fire	Current Year+2Y	CA - CBC 105.5.1 - (1Y) CA - CFC 105.2.3 - (180D; 270D) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
021	**Building Plans, Building Permits, Fire Plans, Fire Permits, Appeals and Decisions** Records and information documenting the building or fire services provided by the City regulating private property.	Addressing Paperwork Alternate Materials and Methods of Construction Appeals Building Inspections Building Permits (*issued, active, history*) Building Plans - Commercial & Residential Certificates of Occupancy Compaction and Soil Reports Correction Notices Design and Construction Standards Developer Fee's and Waivers Electric Meter Releases Environmental Impact Reports (EIRs) Building Permits (*issued, active, history*) Gas Meter Releases Modifications and Related Tests Owner Authorization Letters Smoke and Carbon Monoxide Certification Special Inspection Final Affidavit Letter Special Testing Agreement Temporary Certificate of Occupancy	Building Fire	Permanent	CA - CBC 107.5 - (Completion+180D) CA - CFC 105.2.3 - (180D; 270D) CA - CRC R106.5 - (Completion+180D) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 17974.1(e) - (MAINT) CA - HSC 19850 - (LI)* CA - HSC 50515.10(b) - (MAINT) * Life of Building
022	**Code Enforcement** Records and information documenting compliance with City codes, including such issues as: - Abandoned shopping carts - Fire code violations - Graffiti - Home occupations - Illegal dumping - Prohibited signage - Property maintenance - Vacant/abandoned buildings - Vehicle related, e.g., abandoned, parking - Weed abatement - Yard/garage sales	Administrative Citations Administrative Enforcement Orders Audio Recordings of Hearings Certificates of Nuisance and Abatement Citations (*and related documents*) Compliance with Conditions of Approval Inspections / Enforcement (*business, residential)* Investigations Notices of Noncompliance Notices of Violation Photographs Violations	Building Fire Housing Planning Police Public Works - Streets Water & Sewer	4Y	CA - CCP 329 - (LA2Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802 - (2Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT) Santa Clara Municipal Code 9.05.025 - (LA1Y) NOTE: Records for repeat offenders may be retained longer to document a history of violations

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
023	**Technical Documents & Standards, Real Property Maps and Record Drawings** Final standards, technical requirements, maps, record drawings and geographical information pertaining to City infrastructure.	Aerial Photos Assessor Parcel Maps Annexations Benchmarks Block Books Building Site Determination Center Line Ties Construction Drawings Drainage Flood Hazard Boundary Maps (FHBMs) Geographic Information System (GIS) Grading Plan Drawings Improvement Plans, Drawings Lot Line Adjustments Lot Numbers Parcel Mergers Parcels, Plats Record of Survey Maps Rights of Way Site Maps Sphere of Influence Street Address Files Subdivisions Technical Documents and Standards Tentative Maps Tracts Utility Maps	Building Planning Public Works	Permanent	CA - CCP 337.15 - (LA10Y) CA - GOV 34090(a) - (PR) CA - HSC 19850 - (LI)* US - 44 CFR 60.3(b)(5) - (MAINT) * Life of Building, Asset or Facility
024	**Assignment Management** Documentation associated with administration and management of requests for assistance received by the City Attorney's office, including actions taken.	Assignment Binders Assignment Log	City Attorney	Current Year+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
025	**Legal Advice and Opinions** Official written legal advice and/or opinions prepared by the City Attorney.	Amicus Briefs Attorney Opinions Legal Memorandum	City Attorney	While Active+10Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
026	**Litigation Files - Eminent Domain Orders** Records generated for or related to litigation where an eminent domain order has been issued and carried out.	Court Orders Judgments Related Correspondence	City Attorney	Permanent	CA - CCP 315 - (LA10Y) CA - CCP 318 - (LA5Y) CA - CCP 319 - (LA5Y) CA - CCP 337 - (LA4Y) CA - CCP 338 - (3Y) CA - GOV 911.2 - (LA6M; LA1Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
027	**Risk Management - Insurance Coverage** Records detailing the City's general coverage against property damage and liability, including renewal submission information, insurance quotes, broker correspondence, and oversight of third party administrators.	Binding Information Broker Correspondence California Joint Powers Insurance Authority (*CJPIA*) Certificates of Insurance Completed Applications Excess Insurance Authority (EIA) Flood Insurance Insurance Policies Insurance Quotes Insurance Submissions Liability Insurance Renewal Strategy Third Party Administrator (TPA) Management Records	City Attorney	While Active+6Y	CA - 22 CCR 3267-2 - (MAINT) CA - CCP 337 - (LA4Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(12) - (AC+6Y)
028	**Litigation Files - Ancillary Documents** Records generated for or related to cases or action before a judicial, arbitral, or administrative officer or body but not directly related to the final resolution of the case.	Alternative Dispute Resolution (ADR) Documents Correspondence Discovery Exhibits Lawsuits Memos Notes Pleadings Prosecutions Research Subpoenas (*civil subpoenas and criminal subpoenas, service of legal documents*)	City Attorney City Clerk	Final Resolution+10Y	CA - 2 CCR 11013 - (FR+4Y) CA - CCP 315 - (LA10Y) CA - CCP 337 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - CCP 338.1 - (LA5Y) CA - GOV 911.2 - (LA6M; LA1Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - LAB 5410 - (LA5Y) CA - RTC 19704 - (LA6Y) CA - UIC 1132 - (LA3Y) US - 26 USC 6531 - (LA6Y) US - 26 USC 6532 - (LA2Y) US - 29 USC 255 - (LA2Y) US - 29 USC 626(d) - (LA300D) US - 42 USC 2000e-5(e) - (LA180D; LA300D) US - 42 USC 2000e-5(f) - (LA180D)
029	**Litigation Files - Charging and Resolution Documents** Records generated for or related to cases or action before a judicial, arbitral, or administrative officer or body where the case has been resolved.	Claims Complaints Court Orders Court Rulings/Decisions Dismissals Judgments Releases Settlements Verdicts Writs	City Attorney City Clerk	Final Resolution+25Y	CA - 2 CCR 11013 - (FR+4Y) CA - CCP 315 - (LA10Y) CA - CCP 337 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - CCP 338.1 - (LA5Y) CA - GOV 911.2 - (LA6M; LA1Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - LAB 5410 - (LA5Y) CA - RTC 19704 - (LA6Y) CA - UIC 1132 - (LA3Y) US - 26 USC 6531 - (LA6Y) US - 26 USC 6532 - (LA2Y) US - 29 USC 255 - (LA2Y) US - 29 USC 626(d) - (LA300D) US - 42 USC 2000e-5(e) - (LA180D; LA300D) US - 42 USC 2000e-5(f) - (LA180D)

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030	**Insurance Claims by the City** Records detailing claims lodged by the City for damages to City property.	Accident/Incident Reports Actuarial Reports Annual Audit of Open Claims Appraisals Claims Against the City Claims By the City Closing Letters Damage Estimate Reports Supporting Documentation Insurance Claims, Appraisals, Reports, Settlements Investigations	City Attorney Finance	Final Resolution+5Y	CA - CCP 337 - (LA4Y) CA - CCP 338.1 - (LA5Y) CA - GOV 34090 - (2Y)
031	**Administrative Citation Appeals Records** Records and information resulting from oversight of appeals to administrative citations, regardless of which City department or other local agency originally issued the appeal.	Department Responses Evidence Final Decision Statements Hearings	City Clerk	Current Year+2Y	CA - GOV 911.2 - (LA6M; LA1Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802(a) - (LA1Y)
032	**Agreements, Contracts and Leases - Construction, Improvements to City Real Property and City Facilities and Infrastructure** Executed agreements and contracts for construction and/or improvements to the City's real property and facilities, including Encroachment Permit Agreements but not including projects related to affordable housing (see Record No. 082).	Addendums and Amendments Attachments / Exhibits Bids, Awards (*including responses to RFPs, RFQs, and RFBs, evaluation sheets, quotations*) Bonds Certificates of Insurance and Endorsements Change Orders Compliance with City Purchasing Requirements Construction Drawings Construction Notices (*including notices of award, notices of completion, etc.*) Disclosures Escrow Bid Documents* Exhibits Letters of Intent Memoranda of Agreement (MOAs) Preliminary Notices (from third-party subcontractors) Price Lists Professional Services Agreements Proposals, Quotations Proof of Insurance Certificates Purchase Orders Receiving Reports Requisitions Report to Council (RTC) Specifications Statements of Work (SOWs) Successful Requests for Proposal (RFP) Warranties	City Clerk	Permanent	CA - CCP 315 - (LA10Y) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090(a) - (PR) US - 2 CFR 200.334 - (CL+3Y) US - 18 CFR 125.3(22) - (CL+6Y) US - 18 CFR 125.3(25) - (6Y) US - 48 CFR 4.705-3(h) - (4Y) Santa Clara Municipal Code 17.30.010 - (MAINT)
033	**Appointments to Boards and Commissions** Staff records related to appointments and membership made by authorized elected officials to councils, committees, boards, and commissions.	Applications (*appointed, unsuccessful*) Interview Notes Letters of Appointment Letters of Recommendation Oaths of Office Resumes	City Clerk	Term of Office+2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
034	**Election Records - Administrative Files** Documentation of the administration of City elections as well as the submission and processing of initiatives, referenda, recalls, or ballot measures, excluding petitions.	Ballot Measure (*initiatives, arguments for/against, full text, rebuttals, impartial analyses*) Cancelled Affidavits of Registration City Attorney Opinion Election Correspondence Election Results Research Notes Rosters of Voters	City Clerk	5Y	CA - ELEC 17000 - (5Y) CA - ELEC 17300 - (5Y) CA - GOV 81009(f) - (4Y)
035	**Election Records - Candidates Not Elected** Campaign statements and election documentation for candidates who are not elected.	Campaign Disclosures Campaign Statements Nomination Papers	City Clerk	5Y	CA - ELEC 17100(a) - (Term of Office+4Y) CA - GOV 81009(b) - (5Y) CA - GOV 84616(b) - (4Y)
036	**Election Records - Committee Campaign Forms** Campaign statements for Political Action Committees, General Purpose Committees and related FPPC campaign reports, public financing reports and forms.	FPPC Series 400 Forms Public Financing Vouchers Public Financing Reimbursement Claims	City Clerk	7Y	CA - GOV 81009(e) - (7Y)
037	**Election Records - Initiative, Recall, or Referendum Petitions** Petitions for initiative, referendum, or recall, whether successful or not.	Petitions (*initiatives, recall or referendum*)	City Clerk	8M	CA - ELEC 17200 - (8 Months) CA - ELEC 17400 - (8 Months)
038	**Election Records - Officeholders, Candidates Elected, and Supporting Committees** Campaign statements and election documentation for candidates who are elected or appointed to City offices, their controlled and supporting committees, and officeholders.	Campaign Disclosures Campaign Statements (*candidates, candidate-controlled committees, primarily-formed committees in support, officeholders*) Nomination Papers	City Clerk	Permanent	CA - ELEC 17100(a) - (Term of Office+4Y) CA - GOV 81009(b) - (PR)
039	**FPPC Forms - Mandated Reporting** Forms mandated by state law related to related to conflict of interest, receipt and redistribution of gifts and honoraria, ceremonial roles, and holding of multiple positions for certain employees, elected or appointed officials, or consultants.	Form 700 Form 801 Form 802 Form 803 Form 804 Form 805 Form 806	City Clerk	7Y	CA - GOV 81009(e) - (7Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
040	**Legislative Records - Audio/Video Records** Audio and Video Recordings of City legislative bodies subject to the Brown Act, including: - Ad Hoc Committees - Americans with Disabilities Act (ADA) Committee - Architectural Review Committee - Bicycle Pedestrian Advisory Committee - Board of Library Trustees - City Council - Civil Service Commission - Cultural Commission - Historical and Landmarks Commission - Parks and Recreation Commission - Planning Commission - Salary Setting Commission - Senior Advisory Commission - Subdivision Committee - Various Task Forces - Youth Commission	Audio and Video Recordings	City Clerk	2Y	CA - GOV 54953.5(b) - (30D)
041	**Lobbyist Registration and Activity Disclosures** Registration records and reports disclosing lobbyist activity required by the Lobbyist Registration Act.	Lobbyist Quarterly Activity Reports Lobbyist Registration Lobbyist Registration Termination Training Records	City Clerk	While Active+3Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) CA - GOV 86106 - (2Y) CA - GOV 86110 - (MAINT) US - 11 CFR 102.9(c) - (3Y) US - 11 CFR 104.14(b) - (3Y) Santa Clara Municipal Code 2.155.100 - (MAINT)
042	**Records, Information Management** Documentation of the compliance with Records and Information Management policy and procedures.	Certificates of Destruction Inactive Records Storage Information Lists of Stored / Destroyed Records Records Transfers (*to storage, to other depts.*)	City Clerk	10Y	CA - CCP 315 - (LA10Y) CA - CCP 337 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y)
043	**Grand Jury Reports Pertaining to City Operations** Official reports issued by a grand jury pertaining to City operations, as well as related corrective actions.	Corrective Action Plans Grand Jury Reports	City Clerk City Manager	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
044	**Capital Project Files - Administrative Documents** Records and information related to the administration of public works, Capital Improvement Program (CIP) and Engineering & Capital Projects for City facilities and infrastructure.	Bid and Proposal Documents (*list of bidders, openings, proposals, RFIs, RFPs, summaries*) Certified Payrolls Construction Management Logs Daily Inspection Diary Developer Payment / Trusts (Contractor's Trusts) Engineering Comments Estimates Notices to Proceed Plan Check Comments Progress Meetings Project Administration Project Schedules	City Clerk Electric Utility Parks & Recreation Public Works Water & Sewer	While Active+10Y	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - 14 CCR 15095 - (Reasonable) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 18 CFR 125.3(17) - (AC+5Y) US - 24 CFR 92.508(c) - (AC+5Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
045	**Recorded Documents** Records and information pertaining to those original key documents recorded by the County on behalf of the City.	Abandonments Address Records Annexations Certificate of Correction Conveyances from the City (*deeds, easements, abandonments/vacations*) Conveyances to the City (*deeds, easements, dedications*) Deeds Detachments Easements (*emergency vehicle access easement, sidewalk easement, street light easement, pedestrian access easements, public access easements, storm drain easements, underground electric easement, water utility easement*) Grant Deeds Irrevocable Offers to Dedicate Liens Rights-of-Way Vacations	City Clerk Housing & Community Services	Permanent	CA - CCP 337.15 - (LA10Y) CA - GOV 34090(a) - (PR)
046	**Legislative and Advisory Body Records** Records of all action taken by City legislative and advisory bodies taken during public and closed sessions meetings, including those subject to the rules of the Brown Act. Such bodies include: - Ad Hoc Committees - Americans with Disabilities Act (ADA) Committee - Architectural Review Committee - Bicycle Pedestrian and Advisory Committee - Board of Library Trustees - City Council - Civil Service Commission - Cultural Commission - Historical and Landmarks Commission - Parks and Recreation Commission - Planning Commission - Salary Setting Commission - Senior Advisory Commission - Subdivision Committee - Various Task Forces - Youth Commission	Agenda Packets Agendas Annual Reports Bylaws City Charter City Codes City-wide Plans/Programs Adopted Formation Documents Meeting Minutes Minute Books & Index Municipal Code Ordinances Resignation Letters Resolutions	City Clerk Human Resources Planning Public Works - Engineering	Permanent	CA - GOV 34090(e) - (PR)
047	**Public Information Requests** Records requested by the public, required for provision to the public, and related inquiries.	Collection Lists Formal Public Records Requests Inquiries Local Appointments List (Maddy Act) Subpoenas duces tecum Subpoenas for Records (other than for City legal actions)	City Clerk Police	While Active+2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
048	**Economic Development Programs and Services** Records and information documenting the City's economic development programs and redevelopment successor programs including marketing, events and customer relationships management.	Business Incentive Programs (*grants, funding*) Business Recruitment Programs Climate Action Plan Community Activities Demographics Economic Development Programs Economic Development Strategy Emergency Funding Job Connect and Listings Job Fairs and Recruitment Marketing (*website*) On-the-Job Training for Adults and Youth Outreach Signage and Facade Program Workforce Statistics and Data	City Manager	While Active+4Y	CA - CCP 337 - (LA4) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 570.502 - (CL+4Y)
049	**Real Estate Acquisition and Management** Records and information pertaining to the oversight and administration of acquiring and maintaining City real estate assets.	Appraisal Reports Deeds Related Correspondence Title Insurance	City Manager	Permanent	CA - CCP 315 - (LA10Y) CA - CCP 318 - (LA5Y) CA - CCP 337 - (4Y) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y) US - 48 CFR 4.705-1 - (4Y)
050	**Redevelopment/Successor Agency Official Reports** Official reports issued by the former Santa Clara Redevelopment Agency or the Successor agency to the Santa Clara Redevelopment Agency.	Annual Report to State Due Diligence Reviews Enforceable Obligation Payment Schedule (EOPS) Excess Bond Proceeds Prior Period Adjustment Records Recognized Obligation Payment Schedule (ROPS) State Controllers Report State Department of Finance Determination Letter Statement of Indebtedness Successor Agency Property Management Plans	City Manager	Bond Payoff+4Y	CA - GOV 34090 - (2Y) CA - HSC 34177(n) - (1Y) US - 24 CFR 570.502 - (CL+4Y)
051	**Funding Districts** Records and information documenting the formation and operations of the City's funding districts. , including: - Parking Maintenance District - Quimby - Lawrence Station - Stadium Authority Community Facilities District	Continuing Disclosures Debt Reporting District Formation Documents	City Manager Community Services Finance Parks and Recreation Police Public Works - Facility Services Public Works - Streets	Permanent	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090(a) - (PR) CA - GOV 60201 - (PR)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
052	**Electrical Power Generation** Records and information associated with the generation of electricity, power generation facilities, the sale of electricity, and associated federal and state licenses.	FERC Licenses Power Generation Agreements Power Generation Regulatory Reports Power Monitoring Switching Orders	Electric Utility	While Active+25Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 16 USC 825 – (MAINT) US - 18 CFR 125.3 - (25Y) * Exception: Documentation associated with relicensing of SVP's Grizzley Power Plant, as well as any other power plant that has a FERC license, to be retained for 40 years.
053	**Electrical Power Trading** Records and information associated with the generation and sale of electricity.	CAP-Trade Documentation Carbon Allowances Commodity (*gas, electric*) Purchase and Sales Energy Storage Service Agreements Natural Gas Transactions Pathing Sheets Power Generation Agreements Power Purchase Agreements Power Sale Agreements Resource Adequacy Agreements Renewable Energy Credits (RECs) Transmission Trades WSPP Confirmations	Electric Utility	While Active+10Y	CA - 17 CCR 95105(a) - (10Y) CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 16 USC 825 – (MAINT) US - 18 CFR 125.3(3) - (FR+4Y)
054	**Electrical Power Transmission and Distribution** Records and information associated with transmission and distribution of City electricity, including substations.	Complaints and Responses Maps (*patrols, inspections*) Repairs (*street lights, power poles, transformers*) Work Orders	Electric Utility	While Active+5Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 16 USC 825 – (MAINT) US - 18 CFR 125.3(13.1)(d) - (3Y) US - 18 CFR 125.3(13.1)(3) - (3Y) US - 18 CFR 125.3(14)(a-b) - (3Y) US - 18 CFR 125.3(14)(c) - (Life of Transformer) US - 18 CFR 125.3(14)(d) - (MAINT) US - 18 CFR 125.3(15) - (5Y) US - 40 CFR 761.180 - (Life of Transformer + 3Y)
055	**Electrical Utilities Compliance** Records and documentation demonstrating compliance with laws and regulations for electrical utilities in the following areas: - Cybersecurity - Data requests - Environmental - Health and safety - Inspections and CPUC Audits - NERC and FERC - Reporting to various regulatory agencies including BAAQMD, CEC, City of San Jose, CUPA, DTSC, EPA, and other departments within the City of Santa Clara	Cal e-GGRT Reports CARB Reports Correspondence with Regulatory Agencies EIA Reports Electricity Service Orders (on/off) Environmental Standards/Plans (*e.g., stormwater pollution prevention plans, spill prevention control and countermeasures*) Incident Reports and Remediation Reports to Federal and State Regulatory Commissions SMARTS WECC/NERC Audit Evidence	Electric Utility	While Active+10Y	CA - 17 CCR 95105(a) - (10Y) CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 16 USC 825 – (MAINT) US - 18 CFR 125.3(4) – (5Y) US - 18 CFR 125.3(29) - (AC+4Y) US - 18 CFR 125.3(41) - (5Y) US - 40 CFR 98.3(g) - (3Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
056	**Electrical Utilities Customer Management** Records and information of SVP's interactions with, management of, and planning for its utility customers.	Customer Energy Audits List Serve Notifications (*such as power quality events*) Long Term Planning Documents & Plans (*e.g., electric vehicle blueprint & electrification mitigation plan*) Meeting Notes (*e.g., with large customers or discovery calls*) Meter Record Cards Outage Notifications (*unplanned and planned*) Rebate Documents (*including applications*) Utility Rates	Electric Utility	While Active+6Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(29) - (AC+4Y) US - 18 CFR 125.3(30) - (S+6Y) US - 18 CFR 125.3(31) - (1Y) US - 18 CFR 125.3(39) – (3Y)
057	**Electrical Utilities Engineering System Planning** Records and information pertaining to SVP's activities to plan for its engineering systems.	Amount of Paid Capacity at a Site (*load ramp*) Any Old Will Serve Letters Design Plans and As-Builts System Impact Studies System Modeling Studies Transmission Planning Process (TPP) Documents	Electric Utility	Life of Facility	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(13.1) - (3Y) US - 18 CFR 125.3(21) - (Life of Facility) US - 18 CFR 125.3(39) - (3Y)
058	**Electrical Utilities Management** Records and information associated with planning and managing the City's electrical services system, including: - Audits - Benchmarking - Conservation programs - Installation and maintenance of meters - Power outages - Rebates - Solar projects	Electricity Service Orders (*on/off*) Incident Reports and Remediation Industrial Wastewater Permit (DVR) Inspection Maps Internal Inspection Records (*related to line patrols, substations*) Inventories (equipment, materials, meters) Power Plant Operating Permits (*BAAQMD, CeC*) Reports to Federal and State Regulatory Commissions Statistical Reports Underground Service Alerts (USA)	Electric Utility	While Active+6Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 16 USC 825 – (MAINT) US - 18 CFR 125.3(4) - (5Y) US - 18 CFR 125.3(15) - (5Y) US - 18 CFR 125.3(19) - (5Y) US - 18 CFR 125.3(27) - (6Y) US - 18 CFR 125.3(28) - (3Y) US - 18 CFR 125.3(38) - (5Y) US - 18 CFR 125.3(39) - (3Y)
059	**Hazardous Materials & Hazardous Waste - Monitoring and Remediation** Planning, monitoring and contingency/emergency action plans for hazardous materials, hazardous waste, emergency and spill response, natural and exposure emergencies, notifications and response; environmental action plans and supporting documentation; hazardous communications plans, including labeling, MSDS controls, training programs and procedures.	Correspondence with Regulatory Agencies Emergency Response Programs Employee Hazardous Chemical Exposure Hazardous Material Incident Reports Hazardous Substances Manifests Hazardous Waste Material Safety Data Sheets (*MSDS*) Proposition 65 Monitoring Site Mitigation Toxic Substance Inventory	Electric Utility Fire Parks & Recreation Public Works Water & Sewer	While Active+30Y	CA - 8 CCR 3204(d) - (CL+30Y) CA - 22 CCR 66262.40 - (3Y) CA - 22 CCR 66263.22 - (3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 25160.8(c)(3)(D) - (AC+3Y) US - 29 CFR 1910.1020 - (CL+30Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
060	**Capital Project Files - Permanent Documents** Records and information related to the analysis, design, development, planning, construction and maintenance of public works, Capital Improvement Program (CIP) and Engineering & Capital Projects for City facilities and infrastructure.	ADA Plans Assessments Capacity (*water, wastewater*) Fees Certificates of Compliance/Notice of Non-Compliance Daily Inspections and Progress Meetings E.I.R., Notice of Determination, Categorical Exemptions Encroachment Permits, Certificates Field Inspections, Closures Final Improvement Plans/As-Built Plans Master Plans (Sanitary Sewer, Storm Drain System, etc.) NPDES Permits Photos/Pictures Project Plans and Permits Real Estate Appraisals Reports: (*Geotechnical, Soil, Drainage, Stormwater, Sewer, and Traffic)* Specifications, Calculations, Change Orders Studies and Surveys Underground Utilities Maps	Electric Utility Parks & Recreation Public Works Water & Sewer	Permanent	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - 14 CCR 15095 - (Reasonable) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 92.508(c) - (AC+5Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y)
061	**Asset Management and Maintenance** Records related to the management and maintenance of City assets, including equipment and fleet vehicles: - Irrigation (parks, public green space) - Landscaping - Playground equipment - Pump Stations - Traffic signals - Streetlights - Swimming Pools - Trees - Vehicles/Fleet	Calibration Records Chemical Readings Equipment Certifications Equipment Inspections Inventory of City Trees Maintenance and Repair Work Orders Maintenance Inspection Reports (*equipment, trees*) Maintenance Reports Pressure Vessel Certifications or Permits Pesticide Applications Repair Records Smog Reports Tree Trimming Schedules Vehicle Safety Checks Vehicle Titles (*pink slips*) Work Orders	Electric Utility Parks & Recreation Public Works - Engineering Public Works - Fleet Public Works - Maintenance & Operations Public Works - Streets Water & Sewer	Life*+4Y	CA - 3 CCR 6624(g) - (2Y) CA - 22 CCR 65523(e) - (2Y) CA - 22 CCR 66266.130(c)(5) - (3Y) CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 4216.2(f) - (3Y) CA - GOV 34090 - (2Y) CA - HSC 25250.18(b) - (3Y) CA - HSC 44019(b) - (3Y) CA - VEH 34505.5(c) - (2Y) US - 18 CFR 125.3(15) - (5Y) * Life of Asset
062	**Bank Account Information** Records and information related to banking authorities, activities, transactions and correspondence. This category includes reconciliations.	Bank Account Administration Bank Statements Checks, Canceled Check Registers, Journals Corrections / Returns / Adjustments Credit Card Merchant Activity Statements Deposit Permits, Deposits Reconciliations Signature Cards	Finance	5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(36) - (3Y) US - 26 CFR 31.6001-1(e)(2) - (CU+4Y) US - 48 CFR 4.705-1 - (4Y)
063	**Business Licenses** Records and information documenting the issuance of City business licenses.	Annual Business Tax Certificates Business Licenses (*affidavits, applications, fees, financial history, reports*)	Finance	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
064	**Customer Account Information - Utilities** Records and information for customers of City utilities services.	Account Setup Closed Accounts Customer Complaints Customer History (*address files, applications, meter changes*) Customer Service Records Turn-on/Turn-off Requests Uncollected Amounts	Finance	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(3) - (AC+4Y) US - 18 CFR 125.3(29) - (AC+4Y)
065	**Debt Management** Records and information relating to City debt issuances of all types and for all departments.	Arbitrage Reports California Debt and Investment Advisory Commission (CDIAC) Filings (*and related documents*) CDIAC Annual Debt Transparency Reports (ADTR) Continuing Disclosure Documents (*including supplemental information and no-default certificates*) Cost of Issuance Documents (*including copies of agreements and invoices*) Credit Rating Agency Rating Reports Debt Management Policy Financing Analyses Monthly Fiscal Agent Statements Transcripts of Debt Issuances by Each Series	Finance	Maturity*+10Y	CA - CCP 336a - (LA6Y) CA - CCP 337.5 - (LA10Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) *Maturity includes cancellation and redemption
066	**Financial Reporting - Internal** Annual and periodic financial reports, whether required by regulations or generated to track financial transactions and achievements by the City.	Cashier's Report Debt Report Deferred Compensation Reports FHRMS Report Revenue/Expenditures Reports Utility Billing Reports	Finance	6Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(33) - (5Y) US - 26 CFR 1.1461-2 - (CU+1Y) US - 26 USC 6531 - (LA6Y)
067	**Financial Reporting - Official** Official financial reports of the City.	AB1600 Report AB2854 Sales Tax Sharing Report Annual Report of Financial Transactions To State Audited Financial Statements CalPERS Reports and Retirement Plans COVID-related FEMA Projects Equitable Sharing Agreement and Certification to DOJ Monthly Financial Reports Monthly Investment Reports PFFC Tax Return Possessory Interest Report Public Safety Sales Tax AB2788 Filing to County of Santa Clara Quarterly SLFEF Compliance Report to Depart of the Treasury Underground Tank Report	Finance	10Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(35) - (3Y) US - 26 CFR 1.1461-2 - (CU+1Y) US - 26 USC 6531 - (LA6Y)
068	**Fixed Assets** Fixed asset records and information related to the ownership, transfer, acquisition, disposition, or improvement of fixed assets (including machinery and equipment, infrastructure, and vehicles) owned by or used by the City.	Acquisitions Amortization Asset Retirement Records Asset Tags Capital Asset Records Capital Improvements Depreciation Schedules Dispositions Fixed Asset Ledger Fixed Asset Reports Fixed/Capital Asset Accounting Transfers	Finance	Life*+25Y	CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(22) - (LI*+6Y) US - 18 CFR 125.3(24) - (25Y) US - 26 USC 6531 - (LA6Y) Santa Clara Municipal Code 2.105.030 - (MAINT) * Life of Asset

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
069	**General Ledger, Journal Entries, Budget Adjustments** Records and information related to the transfer of charges between accounts and summaries of account information, including year end summaries of general ledger transactions.	Account Ledgers Balance Sheets Budget Adjustments Cash Journal Entries Chart of Accounts Downloads / Data Exports Expenditure Reports General Ledger Journal Entries, Journal Vouchers, and Backup Documentation Revenue Sub-Ledgers Summary Reports Trial Balance Year-End / Account Detail History Report	Finance	10Y	CA - GOV 34090 - (2Y) US - 18 CFR 125.3(19) - (5Y) US - 18 CFR 125.3(6) - (10Y) US - 26 CFR 31.6001-1(e)(2) - (CU+4Y) US - 26 USC 6531 - (LA6Y)
070	**Investments and Treasury** Records and information relating to City investment activities.	Certificates of Deposit (*CDs*) Money Market Investment Statements Financial Investment Planning Investment Reporting and Portfolio Management Investment Reports (*monthly, etc.*) Joint Powers Authority (*JPA*) Pool Investment Fund Statements Local Agency Investment Fund (*LAIF*) Statements Quarterly Investment Committee Reports Security Instruments Third Party Trustee Account Statements	Finance	Maturity*+5Y	CA - CCP 336 - (LA5Y) CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) * Maturity includes cancellation and redemption
071	**Unclaimed Funds** Records and information pertaining to unclaimed or outstanding checks not cashed by recipient.	Uncashed Checks Unclaimed Funds	Finance	3Y	CA - CCP 1519 - (3Y) CA - GOV 34090 - (2Y)
072	**Budget and Financial Planning** Records and information regarding the development of City budgets and plans.	Budget Planning Documents Budget Presentations Five-Year Capital Improvement Plans Minimum Wage Rate Bulletins Municipal Fee Schedules Program / Initiative Plans Revenue/Expenditure Reports Ten-year Forecasts	Finance	4Y	CA - GOV 34090 - (2Y) US - 18 CFR 125.3(39) - (3Y) Santa Clara Municipal Code 3.20.060 - (MAINT)
073	**Fire Academy and Volunteers** Records and information documenting the activities of the City-run Fire academy and any volunteer programs.	Applications Course Syllabus Reports Testing Materials	Fire	4Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - State Fire Training Procedures Manual 5.1.11(A) - (4Y) CA - State Fire Training Procedures Manual 5.1.11(B) - (4Y)
074	**Station Activity Records** Records and information created and maintained by the department for activities at the fire station.	Equipment and station maintenance logs Fire Incident Logs Station Logs	Fire	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
075	**Compliance and Regulatory Reporting** Official non-financial reports issued by City organizations to comply with regulatory requirements.	AB-939 Reports Annual Asbestos Notification CUPA Self-Audit Documentation EEO-4 Reports IRS Form 1095-C Labor Reports OSHA 300 Reports Reports to Regulatory Agencies	Fire Human Resources Public Works - Streets Water & Sewer	6Y	CA - 2 CCR 11013(c)(1) - (4Y) CA - 8 CCR 14300.33(a) - (CU+5Y) CA - 14 CCR 18811.4(a)(4) - (3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001-1(e)(2) - (CU+4Y) US - 26 USC 6056 - (1Y) US - 29 CFR 405.9 - (5Y) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.30 - (3Y) US - 29 CFR 1904.33 - (5Y)
076	**Short-Term Permits Issued** Documentation of permits issued by the City for the short-term purposes and activities within the City limits. - Fire code permits (e.g., assembly, candles, fireworks, fire hydrant use, open flames) - Garage sales - Party tents - Sewer discharge permits - Special events - Temporary barricades - Temporary event permits (Xmas tree lots, pumpkin patches) - Temporary signs - Temporary use permits - Transportation permits (traffic control, wide load, etc.) - Tree Removals (For permits issued by the Police Department, see category 114)	Applications Backup Documentation Fingerprints Renewals	Fire Planning Public Works - Engineering Water & Sewer	While Active+5Y	CA - CCP 337 - (4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 13.10.430 - (5Y)
077	**Case Files - Fire Investigations** Records and information associated with arson investigations.	Case Files Evidence Files Fire Origin and Cause Investigation Reports Investigations Photographs	Fire Police	Permanent	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 799 (PR) CA - PEN 800 (LA6Y) CA - PEN 801 - (LA3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
078	**Fire and Police Dispatch Telephone and Radio Communications Records** Routine daily recording of telephone communications and all radio communications relating to the operations of the department.	Audio Telephone Recordings Audio Radio Recordings 911 Call Recordings	Fire Police	6M*	CA - GOV 34090.6 - (Routine Audio: 100D) Santa Clara Municipal Code 2.80.050 - (MAINT) * Note: If recordings are evidence in any criminal prosecution, the recording becomes part of the case file. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
079	**Incident Responses and Reports** Records and information associated with department responses to fires and emergency incidents, including ambulance responses to medical emergencies.	Death Declarations Emergency Medical Services Forms Emergency Services False Alarm Reports Hazardous Waste Spills Incident Reports Investigation Files and Reports Mandated Reporting: Child Abuse, Elder Abuse Narcotic Inventory Patient Care Reports (*PCRs*)* Refusal of Treatment/Release of Liability Forms Strike Team Records Suspicious Activity Reports (*SARs*)	Fire Police	7Y	CA - California Fire Code, 104.7 - (5Y) CA - 13 CCR 1100.7 - (3Y) CA - 17 CCR 1469(a)(11) - (CL+4Y) CA - 22 CCR 70751(c) - (7Y)* CA - CCP 340.5 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 11191 - (3Y) US - 21 CFR 1304.04(a) - (2Y) * PCRs for minors must be retained for AC+7Y or until the minor reaches the Age of Majority Status (18Y), whichever is longer.
080	**Fire Equipment** Records and information associated with fire protection and emergency response equipment.	Apparatus and Maintenance Records Certification Binder Equipment Checks Inventories (*apparatus, equipment, fixture*)	Fire Public Works - Fleet	Life*+2Y	CA - 8 CCR 3203(b)(1) - (1Y) CA - GOV 34090 - (2Y) US - 29 CFR 1910.157 - (Life of extinguisher) * Life of Equipment
081	**Fire Prevention, Inspections and Programs** Records and information associated with Fire Inspection activities.	Commercial Facility Files Fire Education Fire Flow / Hydraulic Model Requests Fire Permits (*fire alarms, sprinklers*) Inspection File and Reports (*business, residential, aboveground fuel tanks, underground fuel tanks*) Knox Box Program Records (*site map, original hold harmless agreement, inventory update forms*) Lien and Cost Recovery Information	Fire Water & Sewer	Life*+5Y	CA - CFC 104.7 - (5Y or Life of Structure or Activity, whichever is longer) CA - 19 CCR 401(b) - (5Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 25270.5(a) - (3Y) CA - HSC 25503(d)(2) - (3Y) CA - HSC 25511(b) - (3Y) CA - HSC 25537 - (3Y) * Life of Structure or Activity
082	**Affordable Multi-Family Housing Development and Monitoring** Records and information associated with the City's efforts to improve the availability of below market residential units and inclusionary/affordable housing resources. Includes administrative review and monitoring of long-term development agreements that incorporate requirements for low-cost housing. (Also see related categories for loans, developments, grants, etc.)	Agreements and Amendments Analyses Annual Plans Applications Attachments / Exhibits Bonds Correspondence Developer Compliance Documents (*construction, pre-conversion, covenant, deeds of trust, promissory notes, marketing plans, certificates of insurance*) Draw-down Plans Grant & Loan Documentation Implementation Plans Letters of Intent Monitoring Files Notices Proposals, Quotations Statements of Work (*SOWs*) Successful Requests for Proposal (*RFP*) Warranties	Housing & Community Services	Closed*+5Y	CA - 25 CCR 7721 - (MAINT) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 5.514(h) - (5Y) US - 24 CFR 92.508(c) - (AC+5Y) US - 24 CFR 908.101 - (AC+3Y) * Closes when loan ends and/or all restrictions have been released

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
083	**Housing & Urban Development (HUD) Grant Project Files** Records and information associated with CDBG, HOME, and HOME-ARP projects. (Also see related categories for loans, developments, grants, etc.)	Applications Awards Bid Packets Project Files	Housing & Community Services	Closed+5Y	CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 92.508(c) - (AC+5Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y)
084	**Housing Funding Assistance to Homeowners** Records and information regarding programs that provide financial assistance to home owners, including: - Neighborhood Conservation and Improvement Program (NCIP) grants and loans - Below Market Purchase (BMP) Program - First-Time Homebuyer (FTHB) Program (Also see related categories for loans, developments, grants, etc.)	Applications Correspondence Grant Documentation Loan Documentation Monitoring Files Notices	Housing & Community Services	Closed*+5Y	CA - 25 CCR 7721 - (MAINT) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 5.514 - (5Y) US - 24 CFR 92.508(c) - (AC+5Y) US - 24 CFR 908.101 - (AC+3Y) * Closes when loan is fully paid or a reconveyance is issued, whichever occurs later
085	**Reconveyances and Releases of Affordable Housing Restrictions** Records of reconveyances of property ownership back to homeowners or developers when loans are fully paid and/or all affordable housing restrictions have expired. (Also see related categories for loans, developments, grants, etc.)	Reconveyance Files Releases of Restrictions	Housing & Community Services	Permanent	CA - 25 CCR 7721 - (MAINT) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.334 - (CL+3Y) US - 24 CFR 5.514 - (5Y) US - 24 CFR 92.508(c) - (AC+5Y) US - 24 CFR 908.101 - (AC+3Y)
086	**Benefit Plans and Programs** Benefit Plans established to provide employee benefits and associated administrative documents.	COBRA Rates, Records, Histories Employee Benefit Plans (*e.g. medical, dental, vision, EAP, FMLA, etc.*) Group Insurance Cost Data Retirement Plans Summary Plan Descriptions	Human Resources	Life*+6Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) US - 29 CFR 1627.3(b)(2) - (T+1Y) US - 29 CFR 4007.10(a)(1) - (6Y) US - 29 CFR 4041.5 - (LI*+6Y) US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y) US - 29 USC 1113 - (LA6Y) US - 29 USC 1451 - (LA6Y) *Life of Plan or Benefit
087	**Civil Rights Complaint Records** Records of complaints received, actions taken, and associated documentation.	Board of Review Packets Civil Rights Complaints EEO Case Files EEO Complaints Exhibits Investigation Files	Human Resources	While Active+4Y	CA - 2 CCR 11013(c) - (AC+4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (AC+4Y) CA - GOV 12965 - (LA2Y) CA - GOV 34090 - (2Y)

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088	**Employee Benefit Files** Employee election (selection), enrollment or termination forms and related correspondence, including transmissions to carriers of additions, changes, claims and deletions (includes employee medical records subject to HIPAA requirements).	Benefits Files, Enrollments, Appeals Beneficiary Designations Death Claims, Life Event Documents Disability Claims Employment Status Changes (*authorizations, terminations, confirmations, status changes, coverage changes*) Flexible Spending Enrollment Life Insurance Notification Letters/EOI Premium Information Required Benefits Reporting Retiree Medical Benefit Claims and Reimbursements Supplemental Forms Unemployment Claims and Appeals	Human Resources	While Active+6Y	CA - 2 CCR 11013(c) - (AC+4Y) CA - 22 CCR 1085-2 - (CU+4Y) CA - GOV 12946 - (AC+4Y) CA - GOV 34090 - (2Y) US - 26 CFR 301.6501(a)(1) - (CU+3Y) US - 29 CFR 516.6 - (2Y) US - 29 CFR 1602.30 - (3Y) US - 29 CFR 1602.31 - (AC+2Y) US - 29 CFR 4007.10(a)(1) - (6Y) US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y)
089	**Employee Hazardous Exposure and Medical Records** Documents pertaining to medical and hazardous exposure records of City staff, City officials, and others performing work on behalf of the City. NOTE: May include employee medical information subject to HIPAA requirements.	ADA Compliance and Reasonable Accommodation Drug Testing Exposure Files Exposure Monitoring Field Exposure Fitness for Duty Medical Leaves of Absence Medical Records Pre-employment Medical Exams Vaccination Records	Human Resources	Separation+30Y	CA - 8 CCR 3204(d) - (T+30Y) CA - CCP 338.1 - (LA5Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y; T+4Y) CA - GOV 34090 - (2Y) CA - 29 CFR 1904.33 - (CU+5Y) US - 29 CFR 1910.95(m)(3)(ii) - (T) US - 29 CFR 1910.1020(d) - (T+30Y)
090	**Labor Relations Grievances** Documentation related to labor grievances filed under current collective bargaining agreements.	Grievance Files/Commission Hearing Grievance/Hearing Logs Union Grievances	Human Resources	Final Resolution+4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y) CA - GOV 12960 - (LA3Y) CA - GOV 12965 - (LA2Y) CA - GOV 34090 - (2Y) US - 29 CFR 1602.31 - (CL+2Y) US - 29 USC 255 - (LA2Y)
091	**Labor Relations Negotiations** Documentation related to the negotiations between labor unions for collective bargaining purposes.	Confidential Memos Costing Ground Rules Handouts Information Requests Miscellaneous Information Notes Proposals - City Proposals - Union	Human Resources	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y) US - 29 CFR 516.5(b) - (3Y)
092	**Salary, Compensation** Documentation of job classification compensation.	Classification Studies Compensation Plans, Planning, Analysis Cost of Living Adjustments Job Descriptions Salary Range History Salary Surveys	Human Resources	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) US - 29 CFR 516.6 - (2Y) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.31 - (2Y) Santa Clara Municipal Code 2.80.015 - (2Y)
093	**Work Authorizations and Supporting Documentation** Employment eligibility verification forms collected for active employees and supporting documentation regarding immigration status.	I-9 Documents	Human Resources	Termination+3Y	CA - GOV 34090 - (2Y) US - 20 CFR 655.760 Subpart H - (T+1Y) US - 8 CFR 274a.2 - (3Y or T+1Y, whichever is longer)

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094	**Worker Compensation Records** Documents pertaining to work-related injuries and related claims for workers' compensation. NOTE: May include employee medical information subject to HIPAA requirements.	Claims and Incident Files Workers Compensation	Human Resources	While Active+6Y	CA - 8 CCR 10102 - (Injury+5Y or Closed+1Y) CA - 8 CCR 14300.33 - (5Y) CA - CCP 338.1 - (LASY) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y; T+4Y) CA - GOV 34090 - (2Y) CA - 29 CFR 1904.33 - (CU+5Y)
095	**Personnel Records** All documents related to paid employees (full and part-time), unpaid volunteers, and interns including but not limited to: - selection/hiring - assignments - promotion - demotion - transfer - layoff / recall / out-placement - separation / discharge / resignation - pay rates / other terms of compensation - work authorizations - leave records	Applications Awards, Commendations, Certificates DMV Records (*pull notices*) Employee Driver Qualification Files Employee Policy Acknowledgements Individual Education, Development, Training Records Job Offer Letters, Conditional Offers of Employment LiveScan Records (*hired staff*) New Hire Checklist Oaths of Office Performance Evaluations, Reviews or PIPs Personnel Action Forms (*PAF*) Recognition Volunteer Acknowledgements, Waivers, Executed Policy Receipts	Human Resources Police	Separation+5Y	CA - 2 CCR 11013(c) - (AC+4Y) CA - GOV 12946 - (T+4Y) CA - GOV 34090 - (2Y) CA - LAB 1198.5(c)(1) - (T+3Y) CA - LAB 2810.8(b)(4) - (3Y) CA - VEH 1808.1(c) - (1Y) US - 29 CFR 825.500(b) - (3Y) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.31 - (AC+2Y) US - 29 CFR 1627.3(b) - (T+1Y) US - 41 CFR 60-1.12(a) - (AC+2Y) US - 41 CFR 60-741.80 - (AC+2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
096	**Recruitment** Records and information related to recruitment of qualified persons for both paid and unpaid position with the City, whether full time or temporary, including: - Applications and related records of candidates interviewed but not hired or accepted - Applications received but not acted upon	Applications, CVs, Resumes (*rejected, unsolicited*) Applicant Tracking Records (*hired, rejected*) Drug Testing, Pre-Hire Screening - candidates not hired/accepted Eligible Lists Job Postings, Announcements Job Requisition Requests Job Specifications LiveScan Records (*unsuccessful candidates*) Miscellaneous Hiring Process Notes Personal History Statement (PHS) Position Information Offers - Conditional and Formal Rating Sheets Temporary Staffing Test Results Test and Examination Materials Unpaid Interns (*rejected*) Volunteers (*rejected*)	Human Resources Police	4Y	CA - 2 CCR 11013(c)(2) - (4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y) CA - GOV 34090 - (2Y) US - 29 CFR 1602.31 - (2Y) US - 29 CFR 1627.3(b)(1) - (1Y) US - 41 CFR 60-741.44(f)(4) - (3Y) US - 41 CFR 60-741.44(k) - (3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)

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097	**Employee Health & Safety** Documents related to the protection of employee health and safety and employee drug screening. NOTE: May include employee medical information subject to HIPAA requirements.	Accident (Injury or Illness) Investigation Reports Bloodborne Pathogen/Exposure Control Plan Covid Contact Tracing Emergency Action Plans Employee Safety Training Records Ergonomic Evaluations Health and Safety Bulletins Health & Safety Reviews Lockout/Tagout (LOTO) New Hire Health & Safety Orientation Checklist Forms Public Access Defibrillation Reports (*Unsafe Conditions, Hazards, Hazard Correction, Workplace Violence*) Safety Committee (*employee suggestions and responses, safety letters/memos, meeting minutes*) Safety Inspections	Human Resources	5Y	CA - 8 CCR 3203(b)(1) - (1Y) CA - 8 CCR 5157 - (1Y) CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - LAB 6401.7 - (MAINT) CA - LAB 6409.6(f) - (5Y) CA - LAB 6410 - (MAINT) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.31 - (AC+2Y) US - 29 CFR 1904.33 - (5Y) US - 29 CFR 1910.95(m)(3)(i) - (2Y) US - 49 CFR 382.401(b)(1) - (5Y)
098	**Application, System Maintenance** Technical documentation related to management of City technology processes, applications, or systems.	Business, Functional Requirements Change Requests System, Application Maintenance Documentation (*hardware/operating system requirements, monitoring logs, operating manuals*)	Information Technology	Life*+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) *Life of Application.
099	**Library Operations** Records related to the operations and programs of the City's public Library.	Artist Releases Circulation Records Correspondence and Communication Disruptive Patrons Outreach Overdue Records Patron Requests Reports	Library	While Active+4Y	CA - CCP 335.1 - (LA2Y) CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
100	**Facility Rentals** Records and information documenting rental arrangements for the City's facilities, including those for: - Meeting rooms - Event and party rentals - Picnic areas - Sports fields - Agnews Campus auditorium and mansion - Mission City Center for Performing Arts - Triton Museum of Art	Applications (*approved, unapproved*) Insurance Certificates Permits Releases of Liability Reports	Library Parks & Recreation Public Works - Streets	While Active+4Y	CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)

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101	**Cemetery Administration** Records and information documenting administration of the Mission City Memorial Park.	Burial Index Burial Permits Cremation Index Deed Books Graves Interment Interment Cards Maps of Gravesites Niches Owner Information Plot Books Plot Locations/Relocations Repurchase of Graves Statement Books	Parks & Recreation	Permanent	CA - BPC 7686.5 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 8110 - (MAINT) Santa Clara Municipal Code 2.135.610 - (MAINT)
102	**Parks and Recreation Programs and Services** Records and information documenting the City's parks and recreational programs and services, including those for: - Preschool - Program/Class/Leagues - Senior Center - Special Events - Sports Team Rosters - Summer Camp - Swim Centers - Youth & Teen Center	Applications (*programs, scholarships*) Mandated Reporting: Child or Elder Abuse Program/Event Evaluations Recreation Schedules Registrations/Withdrawal Reports and Forms Reservations and Waivers Scholarship Award Records	Parks & Recreation	While Active+4Y	CA - CCP 337 - (LA4Y) CA - 22 CCR 65523 - (2Y) CA - 22 CCR 101221 - (AC+3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
103	**Maintenance and Inspection Records** Reports of inspections of maintenance performed on City facilities and infrastructure including: - Buildings - Janitorial - Parking Lots - Parks - Sewers - Streets - Sidewalks - Storm Drains - Water	Backflow Inspections Elevator Certificates Facility Inspection Reports Graffiti Removal Facility Inspections Reports Street Striping and Signing Street Sweeping Maps Work Orders	Parks & Recreation Public Works - Facility Services Public Works - Streets Water & Sewere	5Y	CA - 22 CCR 65523 - (2Y) CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 4216.2(f) - (3Y) CA - GOV 34090 - (2Y) US - 18 CFR 125.3(15) - (5Y)

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104	**Planning and Zoning Services** Records and information pertaining to the activities of the planning division, including zoning.	Boundaries CEQA Documents Design Review Development Plans General Plans Land Use Studies Master Plans and Specific Plans Planning Permit Application Files (*annexations, appeals, development applications and permits, entitlements, land use permits, planned development, variances, zoning, rezoning, map amendments*) Planning Review Case Files (*notices, neighbor letters, plans*) Street Naming Documents (*new or changes*) Zoning Clearances	Planning	Permanent	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12981 - (1Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI)
105	**Criminal Registrations - Adult Arsonists and Sex Offenders** Records for those required to register as sex offenders or adult arsonists.	Case Files Reports	Police	Life*	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 290(d) - (Tier 1 - 10Y; Tier 2 - 20Y; Tier 3 - Life of Offender) CA - PEN 457.1(b)(2) - (Life of Arsonist) Santa Clara Municipal Code 2.80.050 - (MAINT) * Life of the offender
106	**Criminal Registrations - Gangs** Records for those required to register as gang violence offenders.	Case Files Reports	Police	Current Year+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 186.32(c) - (5Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
107	**Criminal Registrations - Juvenile Arsonists** Records for those juveniles required to register as arsonists.	Compliance History Offender Information Offense Information Registration Information Reporting Requirements	Police	Age 25 or SEAL+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 457.1(d) - (Upon reaching age of 25 or when records are sealed) CA - WIC 781(d) - (SEAL+5Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
108	**Non-Criminal Police Incident Reports** Records and information of suspicious circumstances, overdoses, reports of assistance granted to outside agencies, reports of incidents taken at Levi Stadium, and any other non-criminal police reports not described elsewhere.	Reports Statements	Police	Current Year+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 (2) Santa Clara Municipal Code 2.80.050 - (MAINT)
109	**Parking Enforcement and Traffic Control** Records and information of the Police Department's activities to enforce parking ordinances and control City traffic.	Parking Citations Payment Information Residential Parking Permits	Police	4Y	CA - CCP 337 - (LA4Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802 - (LA1Y; LA2Y; LA3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
110	**Police - Community Outreach, Engagement, and Public Relations** Records and information regarding internal and external-facing communications, advertising and press relations materials, including documentation of outreach activities/events held in cooperation or for the benefit of Police Department staff and for the local community, including: - Coffee with a Cop - Community Policing - National Night Out - Police Citizens' Academy - Resources for Schools - Chiefs Advisory Committee	Applications Brochures, Flyers Equipment Demonstrations FAQs Flyers Media Packets Newsletter PowerPoint Presentations Press Releases Public / Media Inquiries Public Information / Outreach / Education Public Surveys Publicity Files Registrations Social Media Documentation Speeches Tours	Police	4Y	CA - CCP 337 - (LA4Y) CA - GOV 8546.7 - (CL+3Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
111	**Police - Complaints, Internal Investigations - No Sustained Finding of Misconduct** Documentation of complaints received, formal inquiries, and investigations, including those by Internal Affairs, involving Police department employees (includes officer involved shootings) where this is no sustained finding of misconduct.	Actions Taken Citizen Complaints Personnel Complaint Packet Statistics and Reports	Police	Completion of Investigation+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 801.5 - (4Y) CA - PEN 832.5(b) - (5Y, where there is not a sustained finding of misconduct) CA - VEH 2547 - (3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
112	**Police - Complaints, Internal Investigations - Sustained Finding of Misconduct** Documentation of complaints received, formal inquiries, and investigations, including those by Internal Affairs, involving Police department employees (includes officer involved shootings) where this is a sustained finding of misconduct.	Citizen Complaints Departmental Actions	Police	Final Resolution+15Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (4Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 801.5 - (4Y) CA - PEN 832.5(b) - (15Y, where there is a sustained finding of misconduct) CA - VEH 2547 - (3Y) Santa Clara Municipal Code 2.80.050 - (MAINT)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
113	**Police - General Support and Administrative Records** Records of general department support activities and administrative reports received and/or generated in the routine course of law enforcement activities and not associated with a case number.	Activity Reports Annual Summaries Citizen's Academy Daily Bulletins Donations (*monetary, in-kind*) Hospital Mandated Reports Logs (*booking, incidents, gun/narcotics destruction, training*) Juvenile Detention Logs LiveScan Research (*for non-City organizations*) Military Equipment Reports NIBRS Reports Official Department Correspondence Organization Charts Published Reports Racial Identity and Profiling Act Data Regulatory Reports Ride-Along Program Records (*waiver forms*) Shift Rosters Statistics (*criminal, non-criminal*) Traffic Stops Reporting Vehicles Assignments Watch Commander Reports	Police	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT) Santa Clara Municipal Code 2.80.080 - (1Y)
114	**Police - Permits Issued** Documentation of permits issued by the Police department for activities including those for: - Adult Book Stores - Alarms (residential, commercial) - Bicycles - Bingo Establishments - Closing-out Sales - Concealed Weapon - Curb Painters - Firearm Dealers - Food Trucks - Massage Establishments - Mobile Food Trucks - Motor Funeral Escort Drivers - Pawn/Second-hand Dealers - Private Security - Public Entertainment - Residential Parking - Solicitor/Peddler/Street Vending - Taxicabs/Pedicabs - Tow Drivers (For permits issued by other departments, see category 076)	Applications Complaints Fees Collected Renewals	Police	While Active+4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT) Santa Clara Municipal Code 5.05.250 - (1Y) Santa Clara Municipal Code 5.30.090 - (2Y) Santa Clara Municipal Code 5.35.060 - (1Y) Santa Clara Municipal Code 5.35.370 - (1Y) Santa Clara Municipal Code 5.35.470 - (1Y) Santa Clara Municipal Code 5.40.090 - (1Y) Santa Clara Municipal Code 5.75.190 - (1Y) Santa Clara Municipal Code 8.40.030 - (1Y)
115	**Police - Seized or Unclaimed Property Records** Records documenting tracking and management of physical property seized by the Police department, or collected by the Police department but unclaimed, and not assigned to a case number or considered as evidence in a criminal investigation.	Notice to Claim Property Letters Property Dispositions Property Receipts Purge Manifest	Police	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
116	**Police Case Files - Assaults on Police Officers** Records and information created in the documenting of a felony or misdemeanor assault of a police officer with or without weapons.	Reports Statements	Police	While Active+6Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 (2) CA - PEN 800 - (LA6Y) CA - PEN 801 - (LA3Y) CA - PEN 802 - (LA1Y; LA2Y; LA3Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)
117	**Police Case Files - Dead Bodies** Records, crime reports and evidence associated with investigations of dead bodies, whether by natural causes or found.	Reports Statements	Police	While Active+10Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 799 - (PR) Santa Clara Municipal Code 2.80.050 - (MAINT) * Case is active until body has been identified and cause of death determined. If determination is made that the death was a homicide, records are recategorized as "Felony Murder/Homicide" case files (see "Police Case Files - Felony Murder/Homicide, Capital Offenses, Child Abuse, Elder Abuse, and Violations of Public Trust" below).
118	**Police Case Files - Domestic Violence** Records, crime reports and evidence associated with investigations and served protective orders for domestic violence.	Criminal Protective Orders Reports Restraining Orders Statements	Police	While Active+10Y	CA - CCP 340.15 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) CA - PEN 13710 - (MAINT) Santa Clara Municipal Code 2.80.050 - (MAINT)
119	**Police Case Files - Felonies, Excluding Murder/Homicide, Capital Offenses, Crimes of Sexual Violence, Child Abuse, Elder Abuse, and Violations of Public Trust** Records, crime reports and evidence associated with felony violations of laws, excluding homicide and capital violations.	Case Files Reports	Police	While Active*+6Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (MAINT) CA - PEN 800 - (LA6Y) CA - PEN 801 - (LA3Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT) * Case becomes inactive when it has been adjudicated, all appeals exhausted or all time served.
120	**Police Case Files - Felony Murder/Homicide, Capital Offenses, Child Abuse, Elder Abuse, and Violations of Public Trust** Records, crime reports and evidence associated with capital felony violations of laws, including homicide, child abuse, elder abuse, embezzlement of public funds, 5150 cases, mental health, or falsification of public documents.	Case Files Reports	Police	Permanent	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (PR) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT) No limitation on commencement of action; PC §261, 286, 288, 288a, 288.5, 289, 289.5, and 799.

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
121	**Police Case Files - Misdemeanors, Infractions** Records, crime reports and evidence of misdemeanors and infractions, including traffic incidents and parking/moving citations and appeals.	Appeals Case Files Reports	Police	3Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802 - (LA1Y; LA2Y; LA3Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)
122	**Police Case Files - Missing Persons, Protective Custody and Runaways** Records, crime reports and evidence associated with missing persons and runaways.	Case Files Reports	Police	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT) * Case remains active until solved
123	**Police Case Files - Sealing of Records** Records of court orders to seal records.	Case Files Reports	Police	SEAL*+3Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 851.8 - (SEAL+3Y) CA - PEN 851.90 - (MAINT) CA - WIC 781.5(a) - (SEAL+3Y) Santa Clara Municipal Code 2.80.050 - (MAINT) *SEAL = Date Records Sealed
124	**Police Case Files - Stolen Property** Records, crime reports and evidence associated with stolen property.	Case Files Reports	Police	While Active+3Y	CA - CCP 338(c) - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT) * Case remains active until solved
125	**Police Case Files - Traffic Collisions - Fatal** Records, crime reports and evidence associated with traffic collisions involving fatalities.	Case Files Reports	Police	Permanent	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (PR) CA - Law Enforcement Evidence and Property Management Guide, 4th Edition (2022) Santa Clara Municipal Code 2.80.050 - (MAINT)
126	**Police K-9 Records** Records documenting the acquisition, assignment and care of the Police Department's K-9 unit.	Acquisition Records Assignment and Ownership Records K-9 Program Records Maintenance and Care	Police	Life*+3Y	CA - CCP 338 - (LA3Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT) *Life of the animal.

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
127	**Police Routine Body-Worn Camera Records** Recordings of routine body-worn camera (BWC) video monitoring to include time and date of video, location of video and other related information not assigned to a case.	Body-Worn Camera Recordings (*body cam; BWC*)	Police	60D*	CA - PEN 832.18(b)(5)(A) - (60D) Santa Clara Municipal Code 2.80.050 - (MAINT) *Note: 60 day retention is for non-evidentiary recordings, only. Evidentiary recordings become part of the case file. *Exception: If the recording is of an incident involving the use of force by a peace officer or an officer-involved shooting, or it is relevant to a formal or informal complaint against a law enforcement officer or a law enforcement agency, the recording should be retained for applicable retention period.
128	**Police Routine Body-Worn Camera Video - Records of Access and Deletion of Recordings** Records and logs of access and subsequent deletion of body-worn camera video recordings.	Access Log Deletion Logs Reason for Access Video File information	Police	Permanent	CA - PEN 832.18(b)(5)(E) - (PR) Santa Clara Municipal Code 2.80.050 - (MAINT)
129	**Police Routine Data Collection and Video Records** Recordings of routine audio and video monitoring, other than body-worn camera recordings, to include time and date of recording, location, and other related information.	Automated License Plate Reader Building Surveillance Recordings Interview Rooms Routine ECD Downloads	Police	1Y*	CA - GOV 34090.6 - (Routine Video: 1Y) Santa Clara Municipal Code 2.80.050 - (MAINT) *Note: If recordings are evidence in any criminal prosecution, the recording becomes part of the case file. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.
130	**Security, Access Operations** Records and information regarding physical access controls and protection for City buildings and facilities.	Access Controls Access Reports Building Security Forms Daily Activity Logs Facility Key Lists/Logs Key Cards Security Guards Transaction Logs Visitor's Logs	Police Public Works - Facility Services	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
131	**Encroachments** Records documenting long-term encroachments upon City property, public right-of-way, public easement, or by the City on the property of others that are not stored in a project file. (For Executed Encroachment Permit Agreements, see Record No. 032).	Certificates of Compliance Encroachment Permits and Related Documents Private Encroachments in Public Right-of-Way Documents Rights of Entry Documents	Public Works - Engineering	While Active+10Y	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
132	**Traffic and Transportation Design and Planning** Records and information of activities impacting City streets and traffic, as well as transportation projects and efforts to manage traffic circulation and plan for upcoming improvements, including - Bicycle and pedestrian program - Highway corridors - Parking restrictions - Signs and street markings - Studies and surveys - Traffic calming programs - Traffic signals	Parking Plans Rights-of-Way Shared Mobility Permits Speed Surveys Traffic Counts Impact Studies Shared Mobility Permits Traffic Management Plans Traffic Signal Studies Transportation Planning Warrants and Justification Memos Work Orders	Public Works - Engineering	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
133	**Building, Property Management** Records and information regarding the structure of City buildings.	As-Built Blueprints Construction Records Electrical Wiring Schematics Floor Plans Property Inventory Utility Consumption Tracking	Public Works - Engineering Public Works - Facility Services	Life*+10Y	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI)* * LI = Life of Building or Facility
134	**Fuel Management** Records related to the storage and management of fuel for City vehicles.	California Air Resources Board Certificate Fuel Pump Maintenance and Testing Fuel Reports, Billing Reports, Journals, Fuel Tickets Fuel Tank Integrity Testing Fuel Tank Maintenance (*aboveground, below ground*)	Public Works - Fleet	Life*+5Y	CA - 23 CCR 2712 - (LI)* CA - CCP 338.1 - (LA5Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GC 34090 - (2Y) CA - HSC 25283.5(a)(3) - (MAINT) CA - HSC 25285 - (5Y) CA - HSC 25292(b)(4) - (1Y) CA - HSC 25293 - (MAINT) * LI - Life of Tank Exceptions - For testing and maintenance of underground storage tanks, the following exceptions apply: - Monitoring and maintenance records - retain 3Y - Release detection system, such as written performance claims, calibration, and maintenance records - retain 5Y - Records pertaining to a cathodic protection system - retain 6.5Y
135	**Solid Waste and Storm Drainage Management and Services** Records and information associated with the City's solid waste services and maintenance of the City's storm drain system.	Inventories (*equipment, materials, meters, pipes*) Pollution Control Permits Storm Drains Storm Water Monitoring Water Runoff Testing Weight Tickets	Public Works - Streets	While Active+5Y	CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 25244.19 - (4Y) CA - HSC 25244.20 - (4Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y) US - 40 CFR 122.44(i)(4)(ii) - (3Y)

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Record No.	Record Name and Description	Example Records	Office of Record	Retention	Legal Citations and Comments
136	**Water and Sewer Management and Services** Records and information associated with the maintenance of sewer and water systems for the City. - Water Conservation (rain barrel rebate program, water-saving devices, solar water heating) - Water service connections - Water meters, cross connections, fees and billing - Recycled water pipelines, meters, connections, fees and billing - Sewer connections, fees and billing - Sewer service calls - Hydrant flushing and sewer jetting	Air Quality Permits Backflow Prevention and Testing Complaints and Problem Resolution Records Environmental Conservation, Programs Generator Operation Logs Inventories (*equipment, materials, meters, pipes*) Irrigation (*management, plans, SCVWD*) Pollution Control Permits Underground Service Alerts (*USA*) Video Footage (*sewer line inspections*) Waste Water (*lab groups, reports to state*) Water Sampling and Testing Work Orders and Service Requests	Water & Sewers	While Active+5Y	CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - HSC 25244.19 - (4Y) CA - HSC 25244.20 - (4Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y) US - 40 CFR 122.44(i)(4)(ii) - (3Y)

City of Santa Clara
Records and Information Management Policy

INTRODUCTION

This Records and Information Management (RIM) Policy is the governance document defining the rules for managing the City of Santa Clara's (the "City") records and information (RIM). This RIM Policy communicates what rules the City will follow in managing its paper and electronic records and information in compliance with laws, regulations, and good business practices. The rules within this Policy apply to the content of the information, not the tools used to create it or media on which it resides.

Below is the list of rules the City will follow.

RECORDS AND INFORMATION MANAGEMENT POLICY

A. **Ownership**

Records and information created or received in the conduct of the City's business by staff, by contractors acting on behalf of the City, or by elected and appointed officials are the exclusive property of the City. City records and information are subject to compliance with this Policy, the associated Records Retention Schedule, and any other City policies or procedures.

B. **Authenticity**

The City is committed to creating and maintaining complete, accurate, and trustworthy records and information that document its business activities. Deliberately creating false or misleading records or information regarding the City's activities is strictly prohibited. City records and information should not contain language that is intentionally misleading, , inaccurate, or fraudulent.

C. **Classification**

Records and information, both paper and electronic, are to be created, saved, and managed with the appropriate classification that enables their efficient and shared access, appropriate application of retention, and secure protection.

D. **Retention**

Records are to be retained in accordance with the Records Retention Schedule. When records complete their retention period, regardless of their format, they shall be deleted or disposed of in compliance with City procedures.

E. **Storage**

Hardcopy records and information no longer considered active may be transferred to designated storage facilities to fulfill retention requirements. Hardcopy records scanned and uploaded into the City's records repository in accordance with City procedures that meet the City's criteria shall become the official version of the document for retention and

evidentiary purposes.

Electronic records no longer considered active and those that have passed their retention may be transferred to approved repositories or moved offline to fulfill retention requirements. Regardless of
where records are stored, they must be accessible by City employees for business purposes and in response to requests from the public.

Records and information that is owned by the City should not be transferred to or stored in any unauthorized locations or on personal devices. Work done on a personal device on behalf of the City is the property of the City and should be transferred to a City repository.

F. **Availability**

Records and information must be available for future business and to support litigation and investigations, as necessary, regardless of storage location.

Records that are determined to be "public" are to be made available for the public to obtain in accordance with the California Public Records Act, Government Codes §§7920.000 through 7931.000.

G. **Electronic Communication**

Unless otherwise required by contract or law, including data privacy laws, electronic communication, including emails, email threads, text messaging, instant messaging, chatter, social media and any other form of electronic communication that may be used to conduct City business, are subject to this Policy and other rules of the City, and are the exclusive property of the City.

Email messaging is required to be conducted using City systems. Emails sent or received for the purpose of City governance or business are considered City property and must be maintained in City systems and in compliance with this Policy and, if they are records, in compliance with the Records Retention Schedule. Use of City systems and equipment must comply with all Information Technology Department policies including, but not limited to, City of Santa Clara Information Security Policy, City Information Technology Acceptable Use Policy, and CMD 116 Use of City Resources, and Non-Confidential Nature of Information of City Equipment.

Although Electronic Communication may seem to be less formal than other written communication, the same definition of Records applies, as do the rules for storage and retention. Electronic Communication that meets the definition of a record is to be stored on City systems only.

H. **Records of Exiting Employees, Volunteers and Contractors**

When an employee, volunteer, or contractor leaves the City, the exiting individual's supervisor, manager or City Manager designee is responsible for complying with the requirements of this Policy and any supporting procedures for retaining and managing the records and information of the exiting employee, volunteer, or contractor, which shall extend for the appropriate retention period following the individual's departure from the City.

I. **Suspending Retention Requirements**

Records and information relevant to litigation or an investigation and subject to a Legal Hold are to be retained and preserved until further notice from the City Attorney, regardless of the retention period set forth in the Records Retention Schedule.

Records and information subject to a Public Records Act request are to be retained and preserved until the request has been completed. Note that even records that have passed retention cannot be destroyed if a Public Records Request has been submitted to the City.

J. **Information Protection**

Disaster recovery backup media are exact copies of an operating system, associated application and data created for the sole purpose of recovering data in the event of a disaster or business disruption and are not subject to the requirements of the Records Retention Schedule. Backups serve as a level of protection for electronic systems and the data that is stored on those systems and are not the official repository of the subject data and documents, are temporary and frequently modified, constitute Working Documents reflecting frequent updates, and are therefore not subject to the retention requirements of the Records Retention Schedule.

DEFINITIONS

Records

Records are either defined specifically in applicable statutes, Municipal Code, City business practices, or, in the absence of specific practices, a record is the document or information generated as the final output of a business process or business decision.

Working Documents

Not all information or data is a record. Some information is collected or created in order to complete a task or to enable the creation of a record, but the City is not obligated by law to retain it. This type of information is classified as Working Documents. Working Records are not subject to retention requirements. Examples of Working Documents are included in *Attachment A*.

Electronic Communication

Electronic Communication is a document created or received via an electronic messaging system, including any attachments that may be transmitted with the message, along with its descriptive transmission metadata.

Electronic Messaging System

Electronic Messaging System is one or more computer networks, hardware, and software applications used to create, receive, and transmit messages and other documents electronically.

POLICY REVIEW

This Policy and the accompanying Records Retention Schedule may be amended or modified from time to time, as necessary, to account for changes in legal, regulatory, or operational requirements.

REFERENCES

- Records Retention Schedule
- Records and Information Management Glossary of Terms

ATTACHMENT A

Examples of Working Documents

- Identical copies of documents,
- *Extra* copies of printed or processed materials kept only for convenience or reference (e.g. copies of expense reports once they have been paid),
- Miscellaneous notices of employee meetings, holiday notices, reference materials, and hand-written notes,
- Working templates used to create contracts or other final documents,
- System backups,
- Notes, working papers, or drafts assembled or created in the preparation of other documents, worksheets (e.g., rough drafts of letters, memoranda, or reports),
- Catalogs, trade journals, unsolicited marketing materials, and other publications or papers received from external companies or agencies that may be used for reference purposes, but that require no action, and are not part of an official record, and
- Research or data collected that is later incorporated into a final document and is not required for preparation of an official record.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA RESCINDING RESOLUTIONS 12-7965 AND 25-9459 AND APPROVING AND ADOPTING THE UPDATED CITYWIDE RECORDS RETENTION SCHEDULE FOR ALL CITY DEPARTMENTS INCLUDING THE POLICE DEPARTMENT

WHEREAS, the purpose of the City's Records Retention Schedule is to establish the categories of records created or received by City departments and to clearly establish retention periods for how long records will be retained by the City consistent with Federal and State laws including the California Government Code 6250 et seq "Public Records Act"; and

WHEREAS, the City adopted a City-wide Records Retention Schedule for all departments including Police Department, August 28, 2012, by Resolution 12-7965; and

WHEREAS, the City adopted a Records Retention Schedule for the Police Department only on June 24, 2025, by Resolution 25-9459; and

WHEREAS, other City departments have determined what categories of records they have and how long categories are to be retained in accordance with federal and state regulations and laws; and

WHEREAS, the proposed updated Records Retention Schedule has combined the Police Department with the other City departments for one single Citywide Records Retention Schedule that identifies all City records and how long each of these categories of records will be retained and reflects technological and legislative changes since 2012, and

WHEREAS, future updates and changes to the Records Retention Schedule will be reviewed and approved in coordination by City departments, the City Clerk's Office, and the City Attorney in compliance with laws and regulations.

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

1. Resolution 12-7965 is hereby rescinded.
2. Resolution 25-9459 is hereby rescinded.

3. The Record Retention Schedule to be applied City-wide, including the Police Department, attached hereto, is hereby approved and adopted.

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 23rd DAY OF JUNE 2026, 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. Citywide Records Retention Schedule

REPORT TO COUNCIL

SUBJECT

Action to Approve the Modifications to Classified Position Specifications and Adopt a Resolution Approving and Adopting Updated Salary Plans for Classified Positions

BACKGROUND

Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of the creation of new classifications, the combining or other modification of existing classifications, and the deletion of existing classifications.

Modifications to the Legal Office Specialist (Job Code 519) Class Specification

The Human Resources Department and the City Attorney's Office coordinated to update the Legal Office Specialist III (Job Code 519) class specification and retitle it to Legal Office Specialist (Job Code 519).

These modifications were approved by Unit 578 prior to approval by the Civil Service Commission on June 11, 2026.

Addition of the Assistant Training Officer - 80 Hour (Job Code 233) Class Specification

Currently, there is an Assistant Training Officer (Job Code 233S) classification. However, the current salary plan only provides for a salary range for the 24-hour shift Assistant Training Officer. The Human Resources Department and the Fire Department coordinated to add the Assistant Training Officer - 80 Hour (Job Code 233) class specification to the salary plan. The salary range is consistent with other Santa Clara Firefighters, International Association of Firefighters, Local 1171 (Unit 1) classifications that have both a 24-hour shift and a 80-hour shift.

Adoption of a Resolution Approving and Adopting the Updated Classified Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for classified positions. In addition, the City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified, unclassified or as-needed positions, the City Council must approve and adopt the publicly available salary schedules to comply with the CalPERS requirements stated in California Code of Regulations (CCR) section 570.5. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The City of Santa Clara is a contracting agency with CalPERS and is required to comply with its requirements. The proposed Council action satisfies these applicable requirements.

The updated classified salary plans reflect the negotiated and Council approved Cost of Living Adjustments (COLA) included in each agreement for the Police Officers Association (hereafter, “Unit 2”); the Engineers of the City Of Santa Clara (hereafter, “Unit 4”); and the Public Safety Non-Sworn Employees Association (hereafter, “Unit 10). All classifications that are covered by the listed bargaining units, shall receive an automatic wage increase as described below effective July 5, 2026.

DISCUSSION

Modifications to the Legal Office Specialist (Job Code 519) Class Specification - with an annual salary range of $93,902.28 - $119,658.60. The City Attorney’s Office coordinated with the Human Resources Department to update the class specification for Legal Office Specialist (Job Code 519). The Legal Office Specialist is a confidential clerical classification assigned to the City Attorney’s Office. This classification supports the work of the City Attorney and other Attorneys and staff members in the City Attorney’s Office. An incumbent in this classification is expected to possess considerable expertise in legal procedures, confidentiality, and must exercise considerable tact, discretion, and sound independent judgment in the performance of duties with a relatively high consequence of error. Performs related duties as assigned. The requested approval does not modify the salary ranges for the classification.

Addition of the Assistant Training Officer - 80 Hour (Job Code 233) Class Specification - with an annual salary range of $193,791.72 - $247,795.68. The Fire Department coordinated with the Human Resources Department to create the class specification for Assistant Training Officer - 80 Hour (Job Code 233). The Assistant Training Officer is an entry level professional managerial position in the classified service that assumes the role of officer in charge of the suppression division when the shift Battalion Chief is not on duty and assists the training Battalion Chief in planning, organizing, directing, coordinating, and evaluating in-service training programs of the Fire Department (including the Volunteer Reserve Division). An incumbent in this classification exercises independent judgment and discretion; manages and directs employees at emergency and non-emergency operations; helps in formulating administrative policies for the effective use of assigned personnel; and actively supports the direction established by the Fire Chief and City Manager and policies established by the City Council for the delivery of Fire Department services to the citizens. As noted above, there is an existing Assistant Training Officer (Job Code 233S) with a salary range for the 24-hour shift, but not for a corresponding salary range for the 80-hour shift.

Adoption of a Resolution Approving and Adopting the Updated Classified Salary Plans
The Classified Salary Plan has been modified to reflect negotiated wage increases for several bargaining groups. All classifications that are covered by the respective bargaining units shall receive an automatic increase effective the pay period beginning on July 5, 2026, which is the first pay period of FY 2026/27. The bargaining units and their respective wage increases are:

- Police Officers Association (Unit 2): A wage increase of approximately 3.0%. This adjustment was previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about July 15, 2025.
- Engineers of the City of Santa Clara (Unit 4): A wage increase of approximately 4.5% for classification Senior Electric Utility Engineer (Job Code 730, 730L, 730I, 730D, 730E and 730A) and approximately 4.0% for all other classifications. This agreement was previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about December 17, 2025.
- Public Safety Non-Sworn Employees Association (Unit 10): A wage increase of approximately 3.0% for Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339), Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725). This adjustment was previously approved by City Council in open session as part of an agreement on a successor MOU on or about August 19, 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(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 general wage increases have a salary cost of approximately $2.15 million (all funds), of which approximately $1.62 million is in the General Fund and $0.53 million is in other funds. These increases were factored into the FY 2026/27 Adopted Biennial Operating Budget.

Bargaining Unit	General Fund	All Funds
POA (Unit 2)	$1.38 M	$1.38 M
ECOSC (Unit 4) (Sr. EUE only)	$0 M	$0.19 M
ECOSC (Unit 4) (All others)	$0.12 M	$0.46 M
PSNSEA (Unit 10) (Dispatch only)	$0.12 M	$0.12 M
TOTAL	$1.62 M	$2.15 M

There is no fiscal impact to update the Classified Pay Plan to modify the Legal Office Specialist (Job Code 519) or create the Assistant Training Officer - 80 Hours (Job Code 233) classification as these are existing budgeted positions.

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>, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve various modifications to the classification plan, as follows, as detailed in the corresponding Class Specification attachments:
   a. Approve the Modifications to the Legal Office Specialist (Job Code 519) Class Specifications, and
   b. Approve the Addition of the Assistant Training Officer - 80 Hour (Job Code 233) Class Specification.
2. Adopt a Resolution in the form presented to approve and adopt the revised salary plans for various classified positions (effective July 5, 2026) to satisfy the requirements of California Code of Regulations Section 570.5.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Class Specification (clean), Legal Office Specialist (Job Code 519)
2. Class Specification (track changes), Legal Office Specialist (Job Code 519)
3. Class Specification (clean), Assistant Training Officer - 80 Hour (Job Code 233)
4. Classified Salary Plan eff 07-05-2026 (for Council 6-23-2026)
5. Resolution for Updated Classified Salary Plan (for 6-23-2026)

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: LEGAL OFFICE SPECIALIST (JOB CODE 519)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Attorney's Office	Chief Assistant City Attorney	Non-Exempt

CLASS SUMMARY

The Legal Office Specialist is a confidential clerical classification assigned to the City Attorney's Office. This classification supports the work of the City Attorney and other Attorneys and staff members in the City Attorney's Office. An incumbent in this classification is expected to possess considerable expertise in legal procedures, confidentiality, and must exercise considerable tact, discretion, and sound independent judgment in the performance of duties with a relatively high consequence of error. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Legal Office Specialist is distinguished from other classes in the administrative support series in that the incumbent provides responsible, confidential, administrative support services for the City Attorney and other attorneys and staff in the office. This classification differs from the higher level Legal Executive Assistant classification in that the latter is responsible for higher-level legal and administrative support tasks and for management and the Legal Office Assistant is primarily responsible for the clerical and operational functions of the office.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a GED, and
- Three (3) years of legal office support experience involving customer service, legal secretarial support services, and computer usage.

ACCEPTABLE SUBSTITUTION

None.

LICENSES/CERTIFICATIONS

None.

DESIRABLE QUALIFICATIONS

- Two (2) or more additional years of legal office support experience involving litigation support and records management
- Public sector legal support experience is highly desirable

OTHER REQUIREMENTS

- Must be able to perform the essential functions of the job assignment.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

- Under general direction, the incumbent will: Prepares, proofreads, and processes a variety of legal correspondence, contracts, claims, memoranda, pleadings, reports, departmental assignments, and other documents
- Serves as receptionist for the City Attorney's Office, assisting internal customers and members of the public in-person, telephonically, and via electronic communication, routing calls, responding to inquiries, and providing information, as appropriate
- Performs basic research and compiles data for use by legal staff
- Performs contract management tasks
- Schedules appointments and meetings, maintains office master calendar, and maintains calendars of court filing and discovery response deadlines
- Assists with public meeting preparation including conflict of interest check
- Assists with preparation of litigation-related materials (e.g., discovery responses), Public Records Act responses, resolutions, and ordinances
- Establishes and maintains computer and/or paper files, record-keeping systems including record retention processes, workflow systems, and template forms
- Maintains inventory of departmental office supplies
- Copies and distributes written materials; sorts and distributes departmental mail
- Performs administrative tasks for the office such as booking travel and preparing reimbursement requests
- Performs other related duties as assigned

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Modern legal office procedures, practices, and equipment
- Microsoft Office suite products, including but not limited to Word, Excel, PowerPoint, Teams, OneDrive, Sharepoint, and Outlook
- Legal practices, procedures, documents, and terminology including litigation-related rules, forms, and deadlines
- Federal, state, and local laws and regulations pertinent to the work of the City Attorney's Office
- Principles and practices of business and legal communication, including letter writing, proofreading, and formatting
- Principles and practices of customer service

Ability to:

- Communicate clearly and effectively, both verbally and in writing, by using correct English grammar, spelling, and punctuation
- Evaluate situations, identify problems, spot potential legal issues, and exercise initiative and sound independent judgment within established guidelines, and with clear communication to supervisory personnel
- Interpret, apply, and explain established laws, rules, policies, and procedures
- Work independently to research, analyze, investigate, and take action on work-related issues
- Perform arithmetic computations with speed and accuracy

- File and maintain accurate records and database systems
- Proofread for accuracy, completeness, and compliance with legal form and procedure
- Handle multiple priorities, organize workload, and meet strict deadlines
- Organize and manage large document and data sets
- Maintain professionalism and composure at all times, including stressful situations
- Establish and maintain tactful, courteous, and effective working relationships with those contacted in the course of work, including other employees, the general public, opposing counsel, and court personnel
- Work effectively as part of a group or team to achieve common goals
- Maintain confidentiality and accuracy with highly sensitive information
- Take direction and follow established policies and procedures
- Sit for extended periods of time and operate assigned office equipment

SUPERVISION RECEIVED

Receives general supervision from the Chief Assistant City Attorney and the Legal Executive Assistant.

SUPERVISION EXERCISED

May assist in the training of other employees as assigned.

CLASSIFICATION HISTORY

Established 09/2005; Obsolete 12/2023; Established 07/2025; Revised 06/2026

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: LEGAL OFFICE SPECIALIST ~~III~~ (JOB CODE 519)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Attorney's Office	Chief Assistant City Attorney	Non-Exempt

~~Description~~ CLASS SUMMARY

The Legal Office Specialist ~~III~~ is a confidential clerical classification assigned to the City Attorney's Office. This classification supports the work of the City Attorney and other Attorneys~~'s~~ and staff members in the City Attorney's Office. An incumbent in this classification is expected to possess considerable expertise in legal procedures, confidentiality, and must exercise considerable tact, discretion, and sound independent judgment in the performance of duties with a relatively high consequence of error. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Legal Office Specialist ~~III~~ is distinguished from other classes in the administrative support series in that the incumbent provides responsible, confidential, administrative support services for the City Attorney and other attorneys and staff in the office. This classification differs from the higher level Legal Executive Assistant classification in that the latter is responsible for higher-level legal and administrative support tasks and for management and the Legal Office Assistant is primarily responsible for the clerical and operational functions of the ~~managing~~ office ~~operations~~.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a GED, and
- Three (3) years of legal office support experience involving ~~extensive~~ customer service, legal secretarial support services, and computer usage.

ACCEPTABLE SUBSTITUTION

None.

LICENSES ~~AND/OR~~ /CERTIFICATIONS

None. ~~required.~~

DESIRABLE QUALIFICATIONS

- Two (2) or more additional years of legal office support experience involving litigation support and records management
- Public sector legal support experience is highly desirable ~~extensive customer service and computer usage~~

OTHER REQUIREMENTS

- Must be able to perform the essential functions of the job assignment.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

LEGAL OFFICE SPECIALIST ~~III~~ (519)

Under general direction, the incumbent will: ~~Each position in this classification may not include all the duties listed below, nor do the examples cover all duties that may be performed.~~

- Prepares, proofreads, and processes a variety of legal correspondence, contracts, claims, memoranda, pleadings, reports, departmental assignments, and other documents ~~from copy, draft, dictation, or written or oral instructions~~
- Serves as receptionist for the City Attorney's Office, assisting internal customers and members of the public in-person, telephonically, and via electronic communication~~at the counter and on the telephone~~, routing calls, responding to inquiries, and providing information, as appropriate
- Performs basic research and compiles data for use by legal staff
- Performs contract management tasks
- Schedules appointments and meetings, maintains office master calendar, and maintains calendars of court filing and discovery response deadlines
- Assists with public meeting preparation including conflict of interest check
- Assists with preparation of litigation-related materials (e.g., discovery responses), Public Records Act responses, resolutions, and ordinances
- Establishes and maintains computer and/or paper files, record-keeping systems including record retention processes, workflow systems, and template forms
- Maintains inventory of departmental office supplies
- Copies and distributes written materials; sorts and distributes departmental mail
- Performs administrative tasks for the office such as booking travel and preparing reimbursement requests
- Performs other related duties as assigned

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Modern legal office procedures, practices, and equipment
- Microsoft Office suite products, including but not limited to Word, Excel, PowerPoint, Teams, OneDrive, Sharepoint, and Outlook~~Personal computer hardware and software, including word processing, spreadsheet, and database programs~~
- Legal practices, procedures, documents, and terminology including litigation-related rules, forms, and deadlines
- ~~Pertinent~~ F~~f~~ederal, state, and local laws and regulations pertinent to the work of the City Attorney's Office
- Principles and practices of business and legal communication, including letter writing, proofreading, and formatting
- Principles and practices of customer service

Ability to:

- Communicate clearly and effectively, both verbally and in writing, by using correct English grammar, spelling, and punctuation
- Evaluate situations, identify problems, spot potential legal issues, and exercise initiative and sound independent judgment within established guidelines, and with clear

communication to supervisory personnel
- Interpret, apply, and explain established laws, rules, policies, and procedures
- Work independently to research, analyze, investigate, and take action on work-related issues
- Perform arithmetic computations with speed and accuracy
- File and maintain accurate records and database systems
- Proofread for accuracy, completeness, and compliance with legal form and procedure
- Handle multiple priorities, organize workload, and meet strict deadlines
- Organize and manage large document and data sets
- Maintain professionalism and composure at all times, including stressful situations
- Establish and maintain tactful, courteous, and effective working relationships with those contacted in the course of work, including other employees, the general public, opposing counsel, and court personnel
- Work effectively as part of a group or team to achieve common goals
- Maintain confidentiality and accuracy with highly sensitive information
- Take direction and follow established policies and procedures
- ~~Type accurately at a speed of 50 net words per minute~~
- Sit for extended periods of time and operate assigned office equipment

SUPERVISION RECEIVED

Receives general supervision from the Chief Assistant City Attorney and the Legal Executive Assistant ~~to the City Attorney~~.

SUPERVISION EXERCISED

May assist in the training of other employees as assigned.

CLASSIFICATION HISTORY

Established 09/2005; Obsolete 12/2023; Established 07/2025; Revised 06/2026

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: ASSISTANT TRAINING OFFICER (JOB CODE 233)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Fire	Various	Non-Exempt

CLASS SUMMARY

The Assistant Training Officer is an entry level professional managerial position in the classified service that assumes the role of officer in charge of the suppression division when the shift Battalion Chief is not on duty and assists the training Battalion Chief in planning, organizing, directing, coordinating, and evaluating in-service training programs of the Fire Department (including the Volunteer Reserve Division). An incumbent in this classification exercises independent judgment and discretion; manages and directs employees at emergency and non-emergency operations; helps in formulating administrative policies for the effective use of assigned personnel; and actively supports the direction established by the Fire Chief and City Manager and policies established by the City Council for the delivery of Fire Department services to the citizens. Performs related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- One of the following combinations of education:
  - An Associate's degree in Fire Science Technology from an accredited college;
    -OR-
  - A Bachelor's degree from an accredited college;
    -OR-
  - Graduation from high school or its equivalent -AND- thirty (30) semester units of Fire Science/Technology -AND- thirty (30) additional semester college units in general education
- One of the following combinations of experience:
  - Nine (9) years of sworn experience with the Santa Clara Fire Department, three (3) years of which include experience as a Fire Captain; or Deputy Fire Marshal II with the Santa Clara Fire Department

ACCEPTABLE SUBSTITUTION

None

LICENSES/CERTIFICATIONS

- Possession of a valid California Class C driver's license with Firefighter endorsement
- Possession of valid State of California Emergency Medical Technician (EMT), and Cardiopulmonary Resuscitation (CPR) certificates
- All of the listed licenses and certifications must be maintained as a condition of continued employment in this classification for as long as they are required

DESIRABLE QUALIFICATIONS

- Certification from the California State Fire Marshal as a Chief Officer or Master Instructor
- Teaching credential

OTHER REQUIREMENTS

- Typically assigned to a 56-hour workweek (24-hour shifts); may be assigned to a 40-hour workweek as required
- Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager Directive 100
- Must be able to perform all of the essential functions of the job assignment

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

Suppression Division:

• Coordinates, assigns, and directs the work and activities of fire suppression personnel
• Supervises the effective operation, utilization, and maintenance of fire, rescue, hazardous materials, and emergency medical services apparatus and equipment
• Responds to emergencies to coordinate and direct the activities of personnel and equipment
• Transmits, supports, and carries out City and Fire Department orders and policies
• Represents, when necessary, line Fire Captains to administration and administration to line captains
• Inspects personnel and equipment and ensure deficiencies are corrected
• Assists in preparing performance evaluations on subordinates
• Advises counterparts and shift Battalion Chiefs of activities within the division, noting special instructions and unusual conditions
• Assists in the preparation, submittal, and administration of the annual budget for the suppression division
• Develops plans, policies, and procedures concerning all areas of Fire Department activities with other members of the Fire Department staff
• Participates in the evaluation of applicants for employment
• Attends and actively participates in professional conferences
• Prepares complete staff work including administrative assignments
• Regularly assumes the duties of Battalion Chief up to and including 24-hour assignments
• Performs other related duties as assigned

Training Division:

• Supervises and conducts training programs, drills, and evolutions
• Assists in the research and development of standardized methods used and equipment employed in fire department operations
• Observes and evaluates emergency operations procedures utilized by fire department personnel in order to establish and provide training needs
• Assists in coordinating the development and presentation of fire fighting, and life and fire safety training programs for organizations and citizens within the city
• Supervises the instruction and assists in the evaluation of probationary classified suppression

personnel
• Participates in pre-fire planning programs and operational reviews
• Assists with scheduling and coordinating special training conducted for fire department personnel by other agencies
• Prepares and gives performance evaluations on subordinates supervised
• Supervises the development and updating of training reference material
• May participate in the evaluation of applicants for employment
• Attends and actively participates in professional conferences
• Keeps records pertaining to training activities
• Helps to prepare, submit, and administer the annual budget for the training division
• Works with other members of the Fire Department staff in developing plans, policies, and procedures concerning all areas of Fire Department activity
• Prepares staff work including administrative assignments
• Assists in the delivery of the City of Santa Clara Disaster Preparedness Program
• May act as the Battalion Chief of the Training Division
• Performs other related duties as assigned

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles, practices, and techniques of modern firefighting operations including those pertaining to emergency scene tactics and strategy and saving life and property
- Effective training practices and techniques
- Major life and fire hazards within the City
- The operations and maintenance of various types of fire apparatus and equipment
- Principles, practices, and techniques of modern technical rescue, hazardous materials control, emergency medical service, and wildland/interface firefighting
- Pertinent federal, state, and local laws, regulations, and policies
  Modern principles and practices of fire department organization and management, including a broad awareness and understanding of the interrelationships between departmental operations, programs, and activities
- Fire alarm systems
- Principles of hydraulics and chemistry as applied to firefighting
- City geography and the water system
- California Vehicle Code

Ability to:

- Effectively use the Incident Command System to manage fire department operations
- Recognize major life and fire hazards
- Evaluate situations, identify problems, and exercise initiative and sound independent judgment within established guidelines
- Employ the leadership skills needed so that others can accomplish departmental and personal goals and objectives
- Maintain and project a positive attitude, and foster the same in others
- Command the respect of coworkers, superiors, and subordinates and maintain discipline and high morale

- Direct, schedule, evaluate, and train subordinates
- Assist with the preparation and administration of the department's budgets
- Prepare and present clear, concise and complete reports
- Deal fairly, objectively, and impartially with others
- Establish and maintain tactful and effective working relationships with officials, organizations, the general public, and others encountered in the course of work to accomplish tasks while engendering trust and cooperation
- Work effectively as part of a group or team to achieve common goals
- Maintain professionalism and composure at all times, including stressful situations
- Take direction and follow established policies and procedures
- Communicate clearly and effectively, both verbally and in writing by using correct English grammar, spelling, and punctuation
- Recognize training needs and implement the necessary training

SUPERVISION RECEIVED

Works under the general direction of a Battalion Chief of the Training Division while engaged in training activities and from the shift Battalion Chief while engaged in suppression activities.

SUPERVISION EXERCISED

Training Division: supervises Training Division personnel as assigned. Suppression Division: supervises Fire Captains and Acting Fire Captains.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager’s Directive 100.

CLASSIFICATION HISTORY

Est. 6/2026

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Account Clerk I	210	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Account Clerk II	215	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Account Clerk III	220	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Accountant	205	578	A	031	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76
Accounting Technician I	216	578	A	018	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72
Accounting Technician II	217	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Associate Engineer (Civil)	321	4	E	034	$ 69.877385	$ 12,112.08	$ 145,344.96	$ 73.510154	$ 12,741.76	$ 152,901.12	$ 77.054077	$ 13,356.04	$ 160,272.48	$ 80.912827	$ 14,024.89	$ 168,298.68	$ 85.038000	$ 14,739.92	$ 176,879.04	$ 87.265962	$ 15,126.10	$ 181,513.20	$ 89.437615	$ 15,502.52	$ 186,030.24
Associate Planner	240	578	A	036	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72
Asst Elec Utility Engineer	230	4	E2	032	$ 72.839019	$ 12,625.43	$ 151,505.16	$ 76.345904	$ 13,233.29	$ 158,799.48	$ 80.303019	$ 13,919.19	$ 167,030.28	$ 84.179885	$ 14,591.18	$ 175,094.16	$ 88.402500	$ 15,323.10	$ 183,877.20	$ 90.646615	$ 15,712.08	$ 188,544.96	$ 92.898692	$ 16,102.44	$ 193,229.28
Asst Engineer (Civil)	228	4	E	032	$ 66.664558	$ 11,555.19	$ 138,662.28	$ 69.877385	$ 12,112.08	$ 145,344.96	$ 73.510154	$ 12,741.76	$ 152,901.12	$ 77.054077	$ 13,356.04	$ 160,272.48	$ 80.912827	$ 14,024.89	$ 168,298.68	$ 82.963269	$ 14,380.30	$ 172,563.60	$ 85.038000	$ 14,739.92	$ 176,879.04
Asst Planner	232	578	A	029	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00
Asst Training Officer 24 Hrs	233S	1S	C1	041	$ 67.713956	$ 16,431.92	$ 197,183.04	$ 71.157157	$ 17,267.47	$ 207,209.64	$ 74.709560	$ 18,129.52	$ 217,554.24	$ 78.480371	$ 19,044.57	$ 228,534.84	$ 82.474863	$ 20,013.90	$ 240,166.80	$ 84.466896	$ 20,497.30	$ 245,967.60	$ 86.583832	$ 21,011.01	$ 252,132.12
Asst Training Officer 80 Hrs	233	1	C	041	$ 93.169096	$ 16,149.31	$ 193,791.72	$ 97.906673	$ 16,970.49	$ 203,645.88	$ 102.794481	$ 17,817.71	$ 213,812.52	$ 107.982808	$ 18,717.02	$ 224,604.24	$ 113.478923	$ 19,669.68	$ 236,036.16	$ 116.219827	$ 20,144.77	$ 241,737.24	$ 119.132538	$ 20,649.64	$ 247,795.68
Asst Wtr & Sanitary Swr Super	229	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Auto Services Utility Worker	244	578	A	015	$ 36.142846	$ 6,264.76	$ 75,177.12	$ 37.937712	$ 6,575.87	$ 78,910.44	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84
Automotive Technician I	248	6	G	020	$ 40.337712	$ 6,991.87	$ 83,902.44	$ 42.379846	$ 7,345.84	$ 88,150.08	$ 44.611500	$ 7,732.66	$ 92,791.92	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36
Automotive Technician II	249	6	G	022	$ 42.379846	$ 7,345.84	$ 88,150.08	$ 44.611500	$ 7,732.66	$ 92,791.92	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68
Automotive Technician III	250	6	G	028	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80
Building Maint Worker	260	6	G	026	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20
Business Analyst	262	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Business Analyst-Fiber	262A	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Business Analyst-Public Benef	262B	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Buyer	270	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Chief of Party	310	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Chief Storekeeper	319	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Code Enforcement Officer	330	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Code Enforcement Technician	329	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Combination Inspector	336	578	A	037	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68
Communication Technician I	346	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Communication Technician II	345	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Communications Coordinator	338	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Community Svc Officer I	347	10	H	017	$ 42.284481	$ 7,329.31	$ 87,951.72	$ 44.401269	$ 7,696.22	$ 92,354.64	$ 46.678615	$ 8,090.96	$ 97,091.52	$ 49.102038	$ 8,511.02	$ 102,132.24	$ 51.598327	$ 8,943.71	$ 107,324.52	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 54.160327	$ 9,387.79	$ 112,653.48
Community Svc Officer II	348	10	H	022	$ 47.853923	$ 8,294.68	$ 99,536.16	$ 50.269846	$ 8,713.44	$ 104,561.28	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 55.415885	$ 9,605.42	$ 115,265.04	$ 58.299058	$ 10,105.17	$ 121,262.04	$ 59.656788	$ 10,340.51	$ 124,086.12	$ 61.007019	$ 10,574.55	$ 126,894.60
Crime Analyst	350	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Customer Service Rep	364	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Customer Service Rep - Permit	369	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Customer Service Supervisor	367	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Deputy Fire Marshal Haz Mats	376	1	C	040	$ 90.828981	$ 15,743.69	$ 188,924.28	$ 95.516365	$ 16,556.17	$ 198,674.04	$ 100.318327	$ 17,388.51	$ 208,662.12	$ 105.263423	$ 18,245.66	$ 218,947.92	$ 110.673577	$ 19,183.42	$ 230,201.04	$ 113.478923	$ 19,669.68	$ 236,036.16	$ 116.219827	$ 20,144.77	$ 241,737.24
Deputy Fire Marshal I	372	1	C	034	$ 78.548654	$ 13,615.10	$ 163,381.20	$ 82.434519	$ 14,288.65	$ 171,463.80	$ 86.578096	$ 15,006.87	$ 180,082.44	$ 90.828981	$ 15,743.69	$ 188,924.28	$ 95.516365	$ 16,556.17	$ 198,674.04	$ 97.906673	$ 16,970.49	$ 203,645.88	$ 100.318327	$ 17,388.51	$ 208,662.12
Deputy Fire Marshal II	373	1	C	038	$ 86.578096	$ 15,006.87	$ 180,082.44	$ 90.828981	$ 15,743.69	$ 188,924.28	$ 95.516365	$ 16,556.17	$ 198,674.04	$ 100.318327	$ 17,388.51	$ 208,662.12	$ 105.263423	$ 18,245.66	$ 218,947.92	$ 107.982808	$ 18,717.02	$ 224,604.24	$ 110.673577	$ 19,183.42	$ 230,201.04
Deputy Fire Marshal III	374	1	C	040	$ 90.828981	$ 15,743.69	$ 188,924.28	$ 95.516365	$ 16,556.17	$ 198,674.04	$ 100.318327	$ 17,388.51	$ 208,662.12	$ 105.263423	$ 18,245.66	$ 218,947.92	$ 110.673577	$ 19,183.42	$ 230,201.04	$ 113.478923	$ 19,669.68	$ 236,036.16	$ 116.219827	$ 20,144.77	$ 241,737.24
Driver/Eng 24 Hrs	380S	1S	C1	033	$ 55.699286	$ 13,516.36	$ 162,196.32	$ 58.502679	$ 14,196.65	$ 170,359.80	$ 61.425783	$ 14,905.99	$ 178,871.88	$ 64.478819	$ 15,646.86	$ 187,762.32	$ 67.713956	$ 16,431.92	$ 197,183.04	$ 69.419918	$ 16,845.90	$ 202,150.80	$ 71.157157	$ 17,267.47	$ 207,209.64
Driver/Eng 24Hr-Training Prem	380P	1S	C1	034	$ 57.088022	$ 13,853.36	$ 166,240.32	$ 59.912225	$ 14,538.70	$ 174,464.40	$ 62.923723	$ 15,269.49	$ 183,233.88	$ 66.013187	$ 16,019.20	$ 192,230.40	$ 69.419918	$ 16,845.90	$ 202,150.80	$ 71.157157	$ 17,267.47	$ 207,209.64	$ 72.909931	$ 17,692.81	$ 212,313.72
Driver/Eng 80 Hrs	380	1	C	033	$ 76.637827	$ 13,283.89	$ 159,406.68	$ 80.495077	$ 13,952.48	$ 167,429.76	$ 84.517038	$ 14,649.62	$ 175,795.44	$ 88.717788	$ 15,377.75	$ 184,533.00	$ 93.169096	$ 16,149.31	$ 193,791.72	$ 95.516365	$ 16,556.17	$ 198,674.04	$ 97.906673	$ 16,970.49	$ 203,645.88
Driver/Eng Training Division	380T	1	C	38T	$ 88.133481	$ 15,276.47	$ 183,317.64	$ 92.569327	$ 16,045.35	$ 192,544.20	$ 97.194577	$ 16,847.06	$ 202,164.72	$ 102.025442	$ 17,684.41	$ 212,212.92	$ 107.144481	$ 18,571.71	$ 222,860.52	$ 109.843846	$ 19,039.60	$ 228,475.20	$ 112.592654	$ 19,516.06	$ 234,192.72
Elec & Water System Op - Cert	390R	3	R6	037	$ 98.220346	$ 17,024.86	$ 204,298.32	$ 103.049538	$ 17,861.92	$ 214,343.04	$ 108.341135	$ 18,779.13	$ 225,349.56	$ 113.890788	$ 19,741.07	$ 236,892.84	$ 119.635962	$ 20,736.90	$ 248,842.80	$ 122.517519	$ 21,236.37	$ 254,836.44	$ 125.630308	$ 21,775.92	$ 261,311.04
Elec & Water System Opertr	390	3	D1	037	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16
Elec Crew Foreperson	550	3	D1	039	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52	$ 124.456327	$ 21,572.43	$ 258,869.16
Elec Helper/Driver	435	3	D2	020	$ 61.303154	$ 10,625.88	$ 127,510.56	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 76.564500	$ 13,271.18	$ 159,254.16	$ 78.449942	$ 13,597.99	$ 163,175.88
Elec Maintenance Worker	415	3	D2	022	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 78.449942	$ 13,597.99	$ 163,175.88	$ 80.326500	$ 13,923.26	$ 167,079.12	$ 82.229769	$ 14,253.16	$ 171,037.92
Elec Meter Technician	426	3	D1	032	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 104.774885	$ 18,160.98	$ 217,931.76
Elec Util Database Administrat	177	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Elec Util Electrician Apprent	887	3	D1	026	$ 71.095038	$ 12,323.14	$ 147,877.68	$ 74.501250	$ 12,913.55	$ 154,962.60	$ 78.254365	$ 13,564.09	$ 162,769.08	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 90.474058	$ 15,682.17	$ 188,186.04
Elec Util Electrician Tech	890	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Elec Util Network Administrat	436	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Elec Utility Electrician	885	3	D1	032	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 104.774885	$ 18,160.98	$ 217,931.76
Elec Utility Engineer	428	4	E2	042	$ 92.898692	$ 16,102.44	$ 193,229.28	$ 97.724654	$ 16,938.94	$ 203,267.28	$ 102.357519	$ 17,741.97	$ 212,903.64	$ 107.537365	$ 18,639.81	$ 223,677.72	$ 113.014615	$ 19,589.20	$ 235,070.40	$ 115.749404	$ 20,063.23	$ 240,758.76	$ 118.468038	$ 20,534.46	$ 246,413.52
Elec Utility Equip Operatr	429	3	D2	022	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 78.449942	$ 13,597.99	$ 163,175.88	$ 80.326500	$ 13,923.26	$ 167,079.12	$ 82.229769	$ 14,253.16	$ 171,037.92
Elec Utility Gen Tech	431	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48
Elec Utility Prog Analyst	440	578	A	036	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72
Electrical Estimator	437	3	D1	027	$ 72.820385	$ 12,622.20	$ 151,466.40	$ 76.377808	$ 13,238.82	$ 158,865.84	$ 80.130923	$ 13,889.36	$ 166,672.32	$ 84.017423	$ 14,563.02	$ 174,756.24	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 92.661923	$ 16,061.40	$ 192,736.80
Energy Consrvation Specialist	446	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech	460	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech (Elec)	460A	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech (Fiber)	460F	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Equipment Operator	470	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Fiber Splicing Technician	488	3	D1	032	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 104.774885	$ 18,160.98	$ 217,931.76
Financial Analyst	472	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Fire Application Data Analyst	491	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Fire Captain - Training	475T	1	C	43T	$ 99.564808	$ 17,257.90	$ 207,094.80	$ 104.453308	$ 18,105.24	$ 217,262.88	$ 109.843846	$ 19,039.60	$ 228,475.20	$ 115.366096	$ 19,996.79	$ 239,961.48	$ 121.052942	$ 20,982.51	$ 251,790.12	$ 124.180212	$ 21,524.57	$ 258,294.84	$ 127.274596	$ 22,060.93	$ 264,731.16
Fire Captain 24 Hrs	475S	1S	C1	038	$ 62.923723	$ 15,269.49	$ 183,233.88	$ 66.013187	$ 16,019.20	$ 192,230.40	$ 69.419918	$ 16,845.90	$ 202,150.80	$ 72.909931	$ 17,692.81	$ 212,313.72	$ 76.503956	$ 18,564.96	$ 222,779.52	$ 78.480371	$ 19,044.57	$ 228,534.84	$ 80.435975	$ 19,519.13	$ 234,229.56
Fire Captain 24Hr-Trng Premium	475P	1S	C1	039	$ 64.478819	$ 15,646.86	$ 187,762.32	$ 67.713956	$ 16,431.92	$ 197,183.04	$ 71.157157	$ 17,267.47	$ 207,209.64	$ 74.709560	$ 18,129.52	$ 217,554.24	$ 78.480371	$ 19,044.57	$ 228,534.84	$ 80.435975	$ 19,519.13	$ 234,229.56	$ 82.474863	$ 20,013.90	$ 240,166.80
Fire Captain 80 Hrs	475	1	C	038	$ 86.578096	$ 15,006.87	$ 180,082.44	$ 90.828981	$ 15,743.69	$ 188,924.28	$ 95.516365	$ 16,556.17	$ 198,674.04	$ 100.318327	$ 17,388.51	$ 208,662.12	$ 105.263423	$ 18,245.66	$ 218,947.92	$ 107.982808	$ 18,717.02	$ 224,604.24	$ 110.673577	$ 19,183.42	$ 230,201.04
Fire Plan Draftsperson	482	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Fire Prevention Specialist I	489	10	H2	012	$ 37.816038	$ 6,554.78	$ 78,657.36	$ 39.717462	$ 6,884.36	$ 82,612.32	$ 41.567423	$ 7,205.02	$ 86,460.24	$ 43.756385	$ 7,584.44	$ 91,013.28	$ 45.945231	$ 7,963.84	$ 95,566.08	$ 47.131846	$ 8,169.52	$ 98,034.24	$ 48.318404	$ 8,375.19	$ 100,502.28
Fire Prevention Specialist II	478	10	H2	035	$ 66.338423	$ 11,498.66	$ 137,983.92	$ 69.684346	$ 12,078.62	$ 144,943.44	$ 73.140981	$ 12,677.77	$ 152,133.24	$ 76.833404	$ 13,317.79	$ 159,813.48	$ 80.776442	$ 14,001.25	$ 168,015.00	$ 82.781019	$ 14,348.71	$ 172,184.52	$ 84.756288	$ 14,691.09	$ 176,293.08
Fire Protection Engineer	492	10	H2	041	$ 76.833404	$ 13,317.79	$ 159,813.48	$ 80.776442	$ 14,001.25	$ 168,015.00	$ 84.756288	$ 14,691.09	$ 176,293.08	$ 88.913019	$ 15,411.59	$ 184,939.08	$ 93.416077	$ 16,192.12	$ 194,305.44	$ 95.678769	$ 16,584.32	$ 199,011.84	$ 98.103519	$ 17,004.61	$ 204,055.32
Firefighter I 24 Hrs	487S	1S	C3	018	$ 38.670659	$ 9,384.08	$ 112,608.96	$ 41.598956	$ 10,094.68	$ 121,136.16	$ 44.740426	$ 10,857.01	$ 130,284.12	$ 48.116003	$ 11,676.15	$ 140,113.80									
Firefighter I 24Hr-Trng Premiu	487P	1S	C3	019	$ 39.623695	$ 9,615.35	$ 115,384.20	$ 42.624148	$ 10,343.46	$ 124,121.52	$ 45.843049	$ 11,124.58	$ 133,494.96	$ 49.301786	$ 11,963.90	$ 143,566.80									
Firefighter I 80 Hrs	487Y	1	C2	018	$ 53.207769	$ 9,222.68	$ 110,672.16	$ 57.236885	$ 9,921.06	$ 119,052.72	$ 61.559308	$ 10,670.28	$ 128,043.36	$ 66.203827	$ 11,475.33	$ 137,703.96									
Firefighter I Training Div	487T	1	C2	019	$ 59.858769	$ 10,375.52	$ 124,506.24	$ 64.391481	$ 11,161.19	$ 133,934.28	$ 69.254250	$ 12,004.07	$ 144,048.84	$ 74.479327	$ 12,909.75	$ 154,917.00									
Firefighter II 24 Hrs	480S	1S	C1	030	$ 51.751607	$ 12,558.39	$ 150,700.68	$ 54.300165	$ 13,176.84	$ 158,122.08	$ 57.088022	$ 13,853.36	$ 166,240.32	$ 59.912225	$ 14,538.70	$ 174,464.40	$ 62.923723	$ 15,269.49	$ 183,233.88	$ 64.478819	$ 15,646.86	$ 187,762.32	$ 66.013187	$ 16,019.20	$ 192,230.40
Firefighter II 24H-Trng/Premiu	480P	1S	C1	031	$ 53.036250	$ 12,870.13	$ 154,441.56	$ 55.699286	$ 13,516.36	$ 162,196.32	$ 58.502679	$ 14,196.65	$ 170,359.80	$ 61.425783	$ 14,905.99	$ 178,871.88	$ 64.478819	$ 15,646.86	$ 187,762.32	$ 66.013187	$ 16,019.20	$ 192,230.40	$ 67.713956	$ 16,431.92	$ 197,183.04
Firefighter II 80 Hrs	480	1	C	030	$ 71.206154	$ 12,342.40	$ 148,108.80	$ 74.712750	$ 12,950.21	$ 155,402.52	$ 78.548654	$ 13,615.10	$ 163,381.20	$ 82.434519	$ 14,288.65	$ 171,463.80	$ 86.578096	$ 15,006.87	$ 180,082.44	$ 88.717788	$ 15,377.75	$ 184,533.00	$ 90.828981	$ 15,743.69	$ 188,924.28
Firefighter II Training Div	480T	1	C	35T	$ 81.887077	$ 14,193.76	$ 170,325.12	$ 85.919654	$ 14,892.74	$ 178,712.88	$ 90.330981	$ 15,657.37	$ 187,888.44	$ 94.799712	$ 16,431.95	$ 197,183.40	$ 99.564808	$ 17,257.90	$ 207,094.80	$ 102.025442	$ 17,684.41	$ 212,212.92	$ 104.453308	$ 18,105.24	$ 217,262.88
Fleet Coordinator	466	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Forensic Coordinator	486	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Grounds Maint Worker I	485	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Grounds Maint Worker I	485A	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Grounds Maint Worker II	490	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Grounds Maint Worker II	490A	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Grounds Maint Worker III	495	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Grounds Maint Worker III	495A	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Health & Wellness Coordinator	123	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Housing Inspector	500	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Human Resources Assistant	509	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Human Resources Technician	508	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Jail Service Officer	353	10	H	022	$ 47.853923	$ 8,294.68	$ 99,536.16	$ 50.269846	$ 8,713.44	$ 104,561.28	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 55.415885	$ 9,605.42	$ 115,265.04	$ 58.299058	$ 10,105.17	$ 121,262.04	$ 59.656788	$ 10,340.51	$ 124,086.12	$ 61.007019	$ 10,574.55	$ 126,894.60
Journey Lineworker	560	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48
Journey Lineworker Apprentice	561	3	D1	026	$ 71.095038	$ 12,323.14	$ 147,877.68	$ 74.501250	$ 12,913.55	$ 154,962.60	$ 78.254365	$ 13,564.09	$ 162,769.08	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 90.474058	$ 15,682.17	$ 188,186.04
Journey Lineworker Apprentice	561R	3	D1	029	$ 76.377808	$ 13,238.82	$ 158,865.84	$ 80.130923	$ 13,889.36	$ 166,672.32	$ 84.017423	$ 14,563.02	$ 174,756.24	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 97.215346	$ 16,850.66	$ 202,207.92
Key Customer Representative	505	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Legal Office Specialist	519	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Librarian I	530	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Cataloging	530C	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Reference	530A	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Youth Services	530B	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian II	535	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Librarian II - Cataloging	535C	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Reference	535A	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Youth Services	535B	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Library Assistant I	526	578	A	016	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 47.471077	$ 8,228.32	$ 98,739.84
Library Assistant II	528	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Library Circulation Supervsr	529	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Library Prog Coord - Tech Svcs	534D	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Prog Coord-Technology	534F	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Program Coord - Ref	534B	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Program Coordinator	534	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Technology Assistant	754C	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Literacy Advocate	562	578	A	012	$ 33.621519	$ 5,827.73	$ 69,932.76	$ 35.325635	$ 6,123.11	$ 73,477.32	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 42.973269	$ 7,448.70	$ 89,384.40
Literacy Program Supervisor	563	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Literacy Student/Tutor Coord	564	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Materials Handler	570	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Mechanical Maintenance Worker	580	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Meter Data Analyst	601	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Meter Reader	595	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Office Assistant	933	578	A	012	$ 33.621519	$ 5,827.73	$ 69,932.76	$ 35.325635	$ 6,123.11	$ 73,477.32	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 42.973269	$ 7,448.70	$ 89,384.40
Office Records Specialist	934	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Office Specialist II	936	578	A	018	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72
Office Specialist III	938	578	A	022	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32
Office Specialist IV	939	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Park Foreperson	615	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Park Maint Crafts Worker	620	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Permit Center Supervisor	040	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Permit Technician	621	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Plans Examiner	630	578	A	041	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 85.052481	$ 14,742.43	$ 176,909.16	$ 87.231635	$ 15,120.15	$ 181,441.80
Police Lieutenant	645	2	B	043	$ 108.576000	$ 18,819.84	$ 225,838.08	$ 114.011192	$ 19,761.94	$ 237,143.28	$ 119.690596	$ 20,746.37	$ 248,956.44	$ 125.673692	$ 21,783.44	$ 261,401.28	$ 131.908442	$ 22,864.13	$ 274,369.56	$ 135.255404	$ 23,444.27	$ 281,331.24	$ 138.565212	$ 24,017.97	$ 288,215.64
Police Officer	650	2	B	031	$ 81.022962	$ 14,043.98	$ 168,527.76	$ 85.043712	$ 14,740.91	$ 176,890.92	$ 89.323673	$ 15,482.77	$ 185,793.24	$ 93.788712	$ 16,256.71	$ 195,080.52	$ 98.461154	$ 17,066.60	$ 204,799.20	$ 100.949135	$ 17,497.85	$ 209,974.20	$ 103.400077	$ 17,922.68	$ 215,072.16
Police Officer - FTO	650T	2	B	033	$ 85.043712	$ 14,740.91	$ 176,890.92	$ 89.323673	$ 15,482.77	$ 185,793.24	$ 93.788712	$ 16,256.71	$ 195,080.52	$ 98.461154	$ 17,066.60	$ 204,799.20	$ 103.400077	$ 17,922.68	$ 215,072.16	$ 105.991673	$ 18,371.89	$ 220,462.68	$ 108.576000	$ 18,819.84	$ 225,838.08
Police Records Spec I	641	10	H2	018	$ 43.756385	$ 7,584.44	$ 91,013.28	$ 45.945231	$ 7,963.84	$ 95,566.08	$ 48.318404	$ 8,375.19	$ 100,502.28	$ 50.757981	$ 8,798.05	$ 105,576.60	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 54.686135	$ 9,478.93	$ 113,747.16	$ 55.953923	$ 9,698.68	$ 116,384.16
Police Records Spec II	643	10	H2	022	$ 48.318404	$ 8,375.19	$ 100,502.28	$ 50.757981	$ 8,798.05	$ 105,576.60	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 55.953923	$ 9,698.68	$ 116,384.16	$ 58.865019	$ 10,203.27	$ 122,439.24	$ 60.235962	$ 10,440.90	$ 125,290.80	$ 61.599346	$ 10,677.22	$ 128,126.64
Police Records Supervisor	644	10	H2	026	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 55.953923	$ 9,698.68	$ 116,384.16	$ 58.865019	$ 10,203.27	$ 122,439.24	$ 61.599346	$ 10,677.22	$ 128,126.64	$ 64.687442	$ 11,212.49	$ 134,549.88	$ 66.338423	$ 11,498.66	$ 137,983.92	$ 67.989231	$ 11,784.80	$ 141,417.60
Police Sergeant	665	2	B	037	$ 93.788712	$ 16,256.71	$ 195,080.52	$ 98.461154	$ 17,066.60	$ 204,799.20	$ 103.400077	$ 17,922.68	$ 215,072.16	$ 108.576000	$ 18,819.84	$ 225,838.08	$ 114.011192	$ 19,761.94	$ 237,143.28	$ 116.824962	$ 20,249.66	$ 242,995.92	$ 119.690596	$ 20,746.37	$ 248,956.44
Police Training Coordinator	648	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Power Account Clerk I	662	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Power Account Clerk III	664	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Power Contract Specialist	661	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Principal Elec Estimator	669	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48
Principal Engrg Tech (Elec)	670	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Principal Engrg Tech (Fiber)	670A	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Public Safety Dispatcher I	339	10	H3	025	$ 54.178212	$ 9,390.89	$ 112,690.68	$ 56.868346	$ 9,857.18	$ 118,286.16	$ 59.696481	$ 10,347.39	$ 124,168.68	$ 62.639654	$ 10,857.54	$ 130,290.48	$ 65.682173	$ 11,384.91	$ 136,618.92	$ 67.268712	$ 11,659.91	$ 139,918.92	$ 68.985577	$ 11,957.50	$ 143,490.00
Public Safety Dispatcher II	340	10	H3	028	$ 58.186673	$ 10,085.69	$ 121,028.28	$ 61.213962	$ 10,610.42	$ 127,325.04	$ 64.057442	$ 11,103.29	$ 133,239.48	$ 67.268712	$ 11,659.91	$ 139,918.92	$ 70.702269	$ 12,255.06	$ 147,060.72	$ 72.465000	$ 12,560.60	$ 150,727.20	$ 74.212558	$ 12,863.51	$ 154,362.12
Public Works Inspector	680	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Public Works Supervisor	151	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Pump Maintenance Technician	677	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Purchasing Clerk	678	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Purchasing Utility Worker	679	578	A	015	$ 36.142846	$ 6,264.76	$ 75,177.12	$ 37.937712	$ 6,575.87	$ 78,910.44	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84
Recreation Coordinator	693	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Recreation Coord-Therapeutics	693A	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Recreation Program Supervisor	691	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Recreation Supervisor	685	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Recruit Police Officer	689	2R	B2	031	$ 59.645308	$ 10,338.52	$ 124,062.24	$ 62.629500	$ 10,855.78	$ 130,269.36	$ 65.761731	$ 11,398.70	$ 136,784.40	$ 69.049385	$ 11,968.56	$ 143,622.72	$ 72.500019	$ 12,566.67	$ 150,800.04	$ 74.314212	$ 12,881.13	$ 154,573.56	$ 76.172827	$ 13,203.29	$ 158,439.48

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Resource Analyst II	696	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Service Coordinator-Inspector	792	3	D1	037	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16
Service Coord-Inspector(Fiber)	792F	3	D1	034	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52
Sewer Inspection Technician	783	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Sr Accounting Technician	208	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Sr Business Analyst	722	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Sr Center Coordinator	715	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Sr Customer Service Rep	724	578	A	022	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32
Sr Elec & Water Syst Op - Cert	777R	3	R6	040	$ 105.566423	$ 18,298.18	$ 219,578.16	$ 111.062538	$ 19,250.84	$ 231,010.08	$ 116.727865	$ 20,232.83	$ 242,793.96	$ 122.517519	$ 21,236.37	$ 254,836.44	$ 128.698500	$ 22,307.74	$ 267,692.88	$ 131.926904	$ 22,867.33	$ 274,407.96	$ 135.137481	$ 23,423.83	$ 281,085.96
Sr Elec & Water System Operatr	777	3	D1	040	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 121.414673	$ 21,045.21	$ 252,542.52	$ 124.456327	$ 21,572.43	$ 258,869.16	$ 127.488981	$ 22,098.09	$ 265,177.08
Sr Elec Crew Foreperson	551	3	D1	551	$ 104.699654	$ 18,147.94	$ 217,775.28	$ 109.934654	$ 19,055.34	$ 228,664.08	$ 115.431404	$ 20,008.11	$ 240,097.32	$ 121.202942	$ 21,008.51	$ 252,102.12	$ 127.263173	$ 22,058.95	$ 264,707.40	$ 130.444731	$ 22,610.42	$ 271,325.04	$ 133.705731	$ 23,175.66	$ 278,107.92
Sr Elec Meter Technician	729	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Elec Util Elec Tech	785	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Elec Util Eng	730	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Eng/Control-Comm	730I	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Eng/Distbn Plan	730D	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Eng/Fiber	730L	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Eng/Generation	730E	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Eng/Opr Planning	730F	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Eng/Prot Relay	730A	4	E2	046	$ 102.849635	$ 17,827.27	$ 213,927.24	$ 108.054346	$ 18,729.42	$ 224,753.04	$ 113.557962	$ 19,683.38	$ 236,200.56	$ 119.037577	$ 20,633.18	$ 247,598.16	$ 124.929231	$ 21,654.40	$ 259,852.80	$ 128.089212	$ 22,202.13	$ 266,425.56	$ 131.232981	$ 22,747.05	$ 272,964.60
Sr Elec Util Generation Tech	733	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Electrical Estimator	726	3	D1	031	$ 80.130923	$ 13,889.36	$ 166,672.32	$ 84.017423	$ 14,563.02	$ 174,756.24	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64
Sr Energy Systems Analyst	744	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Sr Engineer (Civil)	322	4	E3	041	$ 86.154115	$ 14,933.38	$ 179,200.56	$ 90.622327	$ 15,707.87	$ 188,494.44	$ 95.073923	$ 16,479.48	$ 197,753.76	$ 99.751731	$ 17,290.30	$ 207,483.60	$ 104.790000	$ 18,163.60	$ 217,963.20	$ 107.422327	$ 18,619.87	$ 223,438.44	$ 110.012769	$ 19,068.88	$ 228,826.56
Sr Engineering Tech	745	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Sr Human Resources Assistant	510	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Sr Human Resources Technician	747	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Sr Inspector	750	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Sr Instrument & Control Tech	753	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Key Customer Representative	752	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Sr Library Asst	754	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Sr Library Asst-Public Svc	754B	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Sr Materials Handler	760	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Sr Permit Technician	766	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Sr Planner	765	578	A	041	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 85.052481	$ 14,742.43	$ 176,909.16	$ 87.231635	$ 15,120.15	$ 181,441.80
Sr Plans Examiner	773	578	A	045	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 91.568712	$ 15,871.91	$ 190,462.92	$ 93.810635	$ 16,260.51	$ 195,126.12	$ 96.129346	$ 16,662.42	$ 199,949.04
Sr Public Safety Dispatcher	725	10	H3	034	$ 67.268712	$ 11,659.91	$ 139,918.92	$ 70.702269	$ 12,255.06	$ 147,060.72	$ 74.212558	$ 12,863.51	$ 154,362.12	$ 77.883692	$ 13,499.84	$ 161,998.08	$ 81.922615	$ 14,199.92	$ 170,399.04	$ 83.999769	$ 14,559.96	$ 174,719.52	$ 86.084308	$ 14,921.28	$ 179,055.36
Sr Resource Analyst	771	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Staff Aide I	794	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Staff Aide II	795	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Staff Aide II - Envir Programs	795A	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Staff Analyst I	796	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Staff Analyst II	797	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Street Maint Worker I	811	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Street Maint Worker II	812	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Street Maint Worker III	813	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Street Maint Worker IV	814	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Street Sweeper Operator	825	6	G	028	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80
Time & Material Clerk	845	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Traffic Operations Engineer	851	4	E	038	$ 77.054077	$ 13,356.04	$ 160,272.48	$ 80.912827	$ 14,024.89	$ 168,298.68	$ 85.038000	$ 14,739.92	$ 176,879.04	$ 89.437615	$ 15,502.52	$ 186,030.24	$ 93.691904	$ 16,239.93	$ 194,879.16	$ 96.057231	$ 16,649.92	$ 199,799.04	$ 98.422500	$ 17,059.90	$ 204,718.80
Tree Trimmer II	780	6	G	026	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20
Troubleshooter	860	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Underground Crew Leader	877	3	D1	036	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 115.580481	$ 20,033.95	$ 240,407.40
Utility Business Systems Spc	569	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Utility Conserv/Effcy Coord	913	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Crew Supervisor	881	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Field Services Worker	897	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Utility Field Svcs Supervisor	896	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Inspection Supervisor	467	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Inspection Technician	469	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Utility Locator (Fiber)	899	3	D2	022	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 78.449942	$ 13,597.99	$ 163,175.88	$ 80.326500	$ 13,923.26	$ 167,079.12	$ 82.229769	$ 14,253.16	$ 171,037.92
Utility Services Technician	892	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Worker	895	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Water & Sewer System Operator	902	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Water Resources Specialist	907	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Water Service Technician I	904	6	G	025	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20
Water Service Technician II	903	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Water/Sewer Maint Worker I	914	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Water/Sewer Maint Worker II	917	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

RESOLUTION NO. 26- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED CLASSIFIED SALARY PLAN FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF JUNE 23, 2026 AND AN EFFECTIVE DATE OF JULY 5, 2026

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted, with an approval date of June 23, 2026, and an effective date of July 5, 2026.

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

1. That the City hereby adopts the attached Amended Classified Salary Plan for various City of Santa Clara positions, reflecting the wage increases for classified positions previously approved by the City Council in the applicable Memoranda of Understanding with the various bargaining units.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedules for various positions shall be effective July 5, 2026 and adopted with an approval date of June 23, 2026.

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 ____, 2026, 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. Classified Salary Plan eff 07-05-2026 (for Council 06-23-2026)

26-449 Agenda Date: 6/23/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Agreements with ASF Electrical, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc. for On-Call Electrical Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Option Years and Contingency Across All Three Agreements, and Delegated Authority for Future Amendments

BACKGROUND

Pursuant to Section 2.9 of the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Forty Niners Stadium Management Company LLC (Stadium Manager), the Stadium Manager is responsible for maintaining Levi's Stadium (Stadium) "in the Required Condition and operate it as a high-quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…"

Due to the size, age, and complexity of Levi's Stadium and its electrical systems, the Stadium Manager has identified the need to maintain a pool of qualified electrical contractors to provide repair, maintenance, and troubleshooting services on an on-call, as-needed basis.

The Stadium Manager has historically relied on on-call electrical contractors and anticipates continued need as the facility ages. The most recent agreements with Bear Electrical Solutions, LLC and Cupertino Electric, Inc. began on May 5, 2021, for an initial three-year term, with options to extend for two additional one-year periods. Total expenditures were $587,844.96 during the initial three-year term and $642,535.32 over the full five-year period through March 2026. On April 7, 2026, the Stadium Authority approved an Amendment No. 5 to the agreement with Bear Electrical Solutions to extend the term of the agreement on a month-to-month basis, not to exceed six months, commencing on May 5, 2026, to ensure continuity of services and to provide sufficient time for transition while the Stadium Manager completed its Request for Proposals (RFP) process.

On August 11, 2025, the Stadium Manager issued an RFP to solicit qualified firms to provide on-call electrical maintenance and repair services at Levi's Stadium. Six proposals were received by the submission deadline from the following firms:

1. ASF Electric, Inc.
2. Bear Electrical Solutions, LLC
3. Cupertino Electric, Inc.
4. JJG Services Inc., DBA Corinthian Electric
5. Sprig Electric Co.
6. Telstar Instruments

An Evaluation Committee reviewed the proposals based on the criteria outlined in the RFP. Corinthian Electric was deemed non-responsive and excluded from further consideration. The remaining five firms met the minimum qualifications. Following evaluation, ASF Electric, Inc., Bear Electrical Solutions, LLC, Cupertino Electric, Inc., and Sprig Electric Co. were determined to be within the competitive range. After further review and negotiations, the Stadium Manager successfully negotiated terms with three of the firms: ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc. (collectively, the “Vendors”). Negotiations included establishing competitive labor rates, as well as markups for materials, equipment rentals, subcontractors, and mobilization costs. Through approval of the requested actions for this agenda item, the Stadium Manager would establish a pool of pre-qualified electrical contractors, enabling the Stadium Manager to issue task orders on an as-needed basis to ensure timely and efficient delivery of services.

As such, the Stadium Manager is requesting Stadium Authority Board (Board) approval of the following actions for three master service agreements for on-call electrical maintenance and repair services:

1. Approve and authorize the Stadium Manager to enter into agreements with ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc., (Attachments 1, 2, and 3) to provide on-call electrical maintenance and repair services at Levi’s Stadium for an initial term of three (3) years commencing upon execution of the agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreement shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board (Board) approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.

3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year’s rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement for contract years two through five (April 1, 2027- March 31, 2031), by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408 - see Table 1 below for details.

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

A Recommendation for Award Memo was submitted by the Stadium Manager describing the services, solicitation process, and the request in more detail (Attachment 4).

DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo and supporting documents for consistency with the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.140(c) (Competitive requirements for purchases - Formal requests for proposals for agreements with an amount over $250,000). As described above and in the Stadium Manager's Recommendation for Award memo, the Stadium Manager implemented an RFP process and received six (6) proposals, and through the evaluation and subsequent negotiations process is recommending award of agreements to three vendors (ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc.) for on-call services.

While there will be three agreements, the Stadium Manager is proposing an annual not-to-exceed amount of $250,000 for contract year one, applied on an aggregate basis, which may increase annually by up to 5% if the Stadium Authority Board approves the Stadium Manager's request. The Agreements include provisions allowing for annual rate adjustments of up to 3%; however, rate adjustments may increase by up to 5% in contract years two through five (April 1, 2027 through March 31, 2031) if applicable prevailing wage rate increases exceed 3%. The rate adjustment provisions reflect anticipated increases in labor costs, including union wage and benefit adjustments established through collective bargaining agreements. The Agreements include hourly rates for straight-time weekday, daily overtime, Saturday, and Sundays and holidays and additional costs.

The Stadium Manager is also requesting a contingency in the amount of $125,000, equivalent to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term, for additional unanticipated services which may be utilized in any contract year.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years two through five.

Table 1 - Cost Summary

Description	"Combined" NTE
Year 1 (4/1/26-3/31/27)	$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	$275,625
Year 4 (4/1/29-3/31/30) + 5% increase	$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	$303,877
Contingency (10% of Total Agreement Amount)	$125,000
Total Not-to-Exceed Maximum Compensation	$1,506,408

These Agreements do not guarantee a minimum amount of work. Services will be authorized on an as-needed basis through task orders issued by the Stadium Manager within the approved budget.

After reviewing the request and supporting documents, staff discussed the following topics with the Stadium Manager and was provided further clarification on the process for awarding work between the three vendors, performance and payment bonds, and geographical requirements in the RFP.

Based on the documentation provided, staff recommends approval of the Stadium Manager's requests and additional delegation to the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director.

The Stadium Authority Counsel's Office has reviewed the Agreements for comparison to the Stadium Authority's customary language. Nothing in the Agreements change the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

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 electrical maintenance and repair of existing public or private facilities involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The total aggregate amount payable under all three agreements shall not exceed $1,506,408 over the entire agreement term, inclusive of the two option years and contingency.

The Stadium Authority Fiscal Year (FY) 2026/27 Budget includes Shared Stadium Expenses, such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. In accordance with the Stadium Lease, most Shared Stadium Expenses are allocated 50/50 between the Stadium Authority and StadCo.

There are sufficient funds in the FY 2026/27 Shared Stadium Expenses Engineering line item to cover the Stadium Authority's fifty percent (50%) share of contract year one's total aggregate not-to-exceed amount of $250,000 and the $125,000 contingency (up to $125,000 plus an additional $62,500 for contingency).

The term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100. The Stadium Authority's cost allocation for the remaining contract years are as follows: up to $131,250 plus 50% of the remaining contingency for contract

year two, up to $137,813 plus 50% of the remaining contingency for contract year three, up to $144,703 plus 50% of the remaining contingency for contract year four, and up to $151,938 plus 50% of the remaining contingency for contract year five.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer'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

1. Approve and authorize the Stadium Manager to enter into agreements with ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc., to provide on-call electrical maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreement, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement for contract years two through five (April 1, 2027- March 31, 2031), by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and
4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. Draft Agreement with ASF Electric, Inc.
2. Draft Agreement with Bear Electrical Solutions
3. Draft Agreement with Cupertino Electric Inc.
4. Stadium Manager’s Recommendation Memo

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and ASF Electric, Inc. a California corporation with its principal place of business at 76 Hill St, Daly City, CA 94014 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")

- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 2029], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and

control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during

the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified

Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations

in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the

Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by

Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers

shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND ASF ELECTRIC, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	ASF ELECTRIC, INC.
By: _____	By: _____
Francine Melendez Hughes	
EVP and General Manager	Its: _____
	Printed Name: _____

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove, and install electrical equipment and components, typically found in a large sports stadium such as Levi's Stadium ("Stadium"), rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
    a. Power connections for electric-powered equipment;
    b. Circuit breaker replacement;
    c. Disconnect replacement;
    d. Fuse replacement;
    e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
    f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation, and wire types;

g. Transformer removal and replacement;
h. Sub-panel removal and replacement;
i. Electrical devices, including receptacles, switches, etc. Repair, removal, or replacement;
j. Motor, starters, controllers, and variable frequency drives. Repair, removal, or replacement;
k. Automatic transfer switches;
l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Troubleshoot and repair; replace batteries as necessary;
m. Troubleshoot and repairs to back-up power systems;
n. Install or repair electric vehicle charging equipment;
o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices, and trim;
p. Work in electric duct banks; and
q. Fiber optic cable repair, replacement, installation.
r. Maintenance repair and installation of low voltage equipment, including cameras, access controls, and A/V systems.

2. Lighting and physical security work, including, but not limited to, the following:
   a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
   b. Cameras and access controls;
   c. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
   d. Ballast removal and replacement, including HID, fluorescent, etc.;
   e. Lighting fixture installation, all types;
   f. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
   g. Provision of temporary lighting, as necessary; and
   h. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.

3. Testing & Maintenance:
   a. Arc Flash assessment;
   b. Infrared inspection;
   c. Coordination study;
   d. Switch gear testing;
   e. Emergency generator testing;
   f. Power monitoring;
   g. Motor control center cleaning; and
   h. Ground fault testing.

4. Ancillary Services
   a. Any services including, without limitation, other trade work that is incidental and/or supplemental to the performance of the primary services specified above.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one (1) year, or within the manufacturer warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
    a. Date of Service
    b. Name of Technician(s)
    c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as

required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install, and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray, or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate, and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

ASF ELECTRIC, INC.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE

Year One: April 1, 2026 - March 31, 2027

		Straight-Time Weekday	Daily OT	Saturday DT	Sunday & Holiday DT
Journey Level:					
Inside Wireman, Technician (Foreman)		$227.00	$297.37	$372.28	$372.28
Apprentice Level:					
Electrician, Inside Wireman - (5th Period)		$138.50	$181.44	$227.14	$227.14
Electrician, Inside Wireman - (6th Period)		$148.00	$193.88	$242.72	$242.72
Electrician, Inside Wireman - (7th Period)		$157.42	$206.22	$258.17	$258.17
Electrician, Inside Wireman - (8th Period)		$166.35	$217.92	$272.81	$272.81
Electrician, Inside Wireman - (9th Period)		$174.03	$227.98	$285.41	$285.41
Electrician, Inside Wireman - (10th Period)		$180.00	$235.80	$295.20	$295.20

Materials & Consumables Mark-Up		10%
Equipment Rentals Mark-Up		10%
Sub-Contractor Mark-Up		3%
One Time Start Up Costs (Applicable to only Year One)		2,500.00

Year Two: April 1, 2027 - March 31, 2028

		Straight-Time Weekday	Daily OT	Saturday DT	Sunday & Holiday DT
Journey Level:					
Inside Wireman, Technician (Foreman)		$233.81	$306.29	$383.45	$383.45
Apprentice Level:					
Electrician, Inside Wireman - (5th Period)		$142.66	$186.88	$233.95	$233.95
Electrician, Inside Wireman - (6th Period)		$152.44	$199.70	$250.00	$250.00
Electrician, Inside Wireman - (7th Period)		$162.14	$212.41	$265.91	$265.91
Electrician, Inside Wireman - (8th Period)		$171.34	$224.46	$281.00	$281.00
Electrician, Inside Wireman - (9th Period)		$179.25	$234.82	$293.97	$293.97
Electrician, Inside Wireman - (10th Period)		$185.40	$242.87	$304.06	$304.06

Materials & Consumables Mark-Up		10%
Equipment Rentals Mark-Up		10%
Sub-Contractor Mark-Up		3%

Year Three: April 1, 2028 - March 31, 2029

		Straight-Time Weekday	Daily OT	Saturday DT	Sunday & Holiday DT
Journey Level:					
Inside Wireman, Technician (Foreman)		$240.82	$315.48	$394.95	$394.95
Apprentice Level:					
Electrician, Inside Wireman - (5th Period)		$146.93	$192.48	$240.97	$240.97
Electrician, Inside Wireman - (6th Period)		$157.01	$205.69	$257.50	$257.50
Electrician, Inside Wireman - (7th Period)		$167.01	$218.78	$273.89	$273.89
Electrician, Inside Wireman - (8th Period)		$176.48	$231.19	$289.43	$289.43
Electrician, Inside Wireman - (9th Period)		$184.63	$241.86	$302.79	$302.79
Electrician, Inside Wireman - (10th Period)		$190.96	$250.16	$313.18	$313.18

Materials & Consumables Mark-Up		10%
Equipment Rentals Mark-Up		10%
Sub-Contractor Mark-Up		3%

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. Contractor shall be paid at the hourly rate specified above. These rates are fully burdened, including all fringe benefits, profit, and overhead markups.

b. Definitions:
   i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.
   ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.
   iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.

c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an “emergency” task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed upon rates and mark-up percentages are firm for the initial three-year term of the agreement, subject only to the prevailing wage adjustment provisions set forth in Bullet C.
b. Contractor may request adjustments to the billable labor rates on each optional one-year options to renew the agreement after the initial term.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager’s written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"
SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Bear Electrical Solutions, LLC, a California limited liability company with its principal place of business at 1252 State Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")

- Sample Task Order Form (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 2029], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective

Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation

is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the

Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing

in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor

shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of

this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium

Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request

of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Agreement No: xxx

SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND BEAR ELECTRICAL SOLUTIONS, LLC

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	BEAR ELECTRICAL SOLUTIONS, LLC
By: _____	By: _____
Francine Melendez Hughes	
EVP and General Manager	Its: _____
	Printed Name: _____

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove, and install electrical equipment and components, typically found in a large sports stadium such as Levi's Stadium ("Stadium"), rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
    a. Power connections for electric-powered equipment;
    b. Circuit breaker replacement;
    c. Disconnect replacement;
    d. Fuse replacement;
    e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
    f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation, and wire types;

g. Transformer removal and replacement;
h. Sub-panel removal and replacement;
i. Electrical devices, including receptacles, switches, etc. Repair, removal, or replacement;
j. Motor, starters, controllers, and variable frequency drives. Repair, removal, or replacement;
k. Automatic transfer switches;
l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Troubleshoot and repair; replace batteries as necessary;
m. Troubleshoot and repairs to back-up power systems;
n. Install or repair electric vehicle charging equipment;
o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices, and trim;
p. Work in electric duct banks; and
q. Fiber optic cable repair, replacement, installation.
r. Maintenance repair and installation of low voltage equipment, including cameras, access controls, and A/V systems.

2. Lighting and physical security work, including, but not limited to, the following:
   a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
   b. Cameras and access controls;
   c. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
   d. Ballast removal and replacement, including HID, fluorescent, etc.;
   e. Lighting fixture installation, all types;
   f. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
   g. Provision of temporary lighting, as necessary; and
   h. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.

3. Testing & Maintenance:
   a. Arc Flash assessment;
   b. Infrared inspection;
   c. Coordination study;
   d. Switch gear testing;
   e. Emergency generator testing;
   f. Power monitoring;
   g. Motor control center cleaning; and
   h. Ground fault testing.

4. Ancillary Services
   a. Any services including, without limitation, other trade work that is incidental and/or supplemental to the performance of the primary services specified above.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one (1) year, or within the manufacturer warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
    a. Date of Service
    b. Name of Technician(s)
    c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as

required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install, and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray, or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate, and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

BEAR ELECTRICAL SOLUTIONS, LLC

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE

Year One: April 1, 2026 - March 31, 2027

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Journey Level:					
Comm & System Installer		$128.81	$168.74	$180.33	$216.40
Comm & System Tech.		$140.53	$184.09	$196.74	$236.09
Inside Wireman, Technician		$193.46	$253.43	$270.84	$325.01
Cable Splicer		$210.00	$275.10	$294.00	$352.80
Material Handler		$87.93	$115.18	$123.10	$147.72
Material Handler - Fourth Six Months		$78.77	$103.19	$110.28	$132.33
Material Handler - Third Six Months		$72.68	$95.21	$101.75	$122.10
Material Handler - Second Six Months		$63.00	$82.53	$88.20	$105.84
Material Handler - First Six Months		$36.75	$48.14	$51.45	$61.74
Apprentice Level:					
Electrician, Inside Wireman - (5th Period)		$139.65	$195.51	$195.51	$234.61
Electrician, Inside Wireman - (6th Period)		$148.10	$207.34	$207.34	$248.81
Electrician, Inside Wireman - (7th Period)		$156.59	$219.23	$219.23	$263.07
Electrician, Inside Wireman - (8th Period)		$165.07	$231.10	$231.10	$277.32
Electrician, Inside Wireman - (9th Period)		$175.00	$245.00	$245.00	$294.00
Electrician, Inside Wireman - (10th Period)		$180.00	$252.00	$252.00	$302.40

Materials & Consumables Mark-Up		13%
Equipment Rentals Mark-Up		10%
Sub-Contractor Mark-Up		3%
One Time Start Up Costs (Applicable to only Year One)		$0.00

Year Two: April 1, 2027 - March 31, 2028

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Journey Level:					
Comm & System Installer		$132.67	$173.80	$185.74	$217.58
Comm & System Tech.		$144.74	$189.61	$202.64	$237.38
Inside Wireman, Technician		$199.26	$261.03	$278.97	$326.79
Cable Splicer		$216.30	$283.35	$302.82	$354.73
Material Handler		$90.56	$118.64	$126.79	$148.53
Material Handler - Fourth Six Months		$81.13	$106.28	$113.58	$133.05
Material Handler - Third Six Months		$74.86	$98.06	$104.80	$122.77
Material Handler - Second Six Months		$64.89	$85.01	$90.85	$106.42
Material Handler - First Six Months		$37.85	$49.59	$52.99	$62.08
Apprentice Level:					
Electrician, Inside Wireman - (5th Period)		$143.84	$188.43	$201.38	$235.90
Electrician, Inside Wireman - (6th Period)		$152.54	$199.83	$213.56	$250.17
Electrician, Inside Wireman - (7th Period)		$161.29	$211.29	$225.80	$264.51
Electrician, Inside Wireman - (8th Period)		$170.02	$222.73	$238.03	$278.84
Electrician, Inside Wireman - (9th Period)		$180.25	$236.13	$252.35	$295.61
Electrician, Inside Wireman - (10th Period)		$185.40	$242.87	$259.56	$304.06

Materials & Consumables Mark-Up		13%
Equipment Rentals Mark-Up		10%
Sub-Contractor Mark-Up		3%

Year Three: April 1, 2028 - March 31, 2029

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Journey Level:					
Comm & System Installer		$136.65	$179.01	$191.31	$224.11
Comm & System Tech.		$149.08	$195.30	$208.72	$244.50
Inside Wireman, Technician		$205.24	$268.87	$287.34	$336.60
Cable Splicer		$222.79	$291.85	$311.90	$365.37
Material Handler		$93.28	$122.20	$130.59	$152.98
Material Handler - Fourth Six Months		$83.56	$109.47	$116.99	$137.05
Material Handler - Third Six Months		$77.10	$101.00	$107.94	$126.45
Material Handler - Second Six Months		$66.84	$87.56	$93.57	$109.61
Material Handler - First Six Months		$38.99	$51.07	$54.58	$63.94
Apprentice Level:					
Electrician, Inside Wireman - (5th Period)		$148.15	$194.08	$207.42	$242.97
Electrician, Inside Wireman - (6th Period)		$157.12	$205.83	$219.97	$257.68
Electrician, Inside Wireman - (7th Period)		$166.13	$217.63	$232.58	$272.45
Electrician, Inside Wireman - (8th Period)		$175.12	$229.41	$245.17	$287.20
Electrician, Inside Wireman - (9th Period)		$185.66	$243.21	$259.92	$304.48
Electrician, Inside Wireman - (10th Period)		$190.96	$250.16	$267.35	$313.18

Materials & Consumables Mark-Up		13%
Equipment Rentals Mark-Up		10%
Sub-Contractor Mark-Up		3%

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. The contractor shall be paid at the hourly rate specified above. These rates are fully burdened, including all fringe benefits, profit, and overhead markups.

b. Definitions:
   i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.
   ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.
   iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as

caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an "emergency" task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor <u>owns</u> equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed upon rates and mark-up percentages are firm for the initial three-year term of the agreement, subject only to the prevailing wage adjustment provisions set forth in Bullet C.
b. Contractor may request adjustments to the billable labor rates on each optional one-year options to renew the agreement after the initial term.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager's written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"
SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Cupertino Electric, Inc., a Delaware corporation with its principal place of business at 1132 N. Seventh Street, San Jose, CA 95112 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")

- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 2029], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and

control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during

the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified

Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations

in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the

Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by

Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following levels of coverage:

3.13.2.1 Scope of Insurance. Coverage shall be as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Limits of Insurance. Contractor shall maintain limits of: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 12 19 plus CG20 37 12 19, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions relating to Contractor's coverage is for the sole account of the contractor.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective

Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of

this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Agreement No: 1xxx

SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND CUPERTINO ELECTRIC, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	CUPERTINO ELECTRIC, INC.
By: _____	By: _____
Francine Melendez Hughes	
EVP and General Manager	Its: _____
	Printed Name: _____

ATTEST:

By: _____

[INSERT NAME]

[INSERT TITLE]

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove, and install electrical equipment and components, typically found in a large sports stadium such as Levi's Stadium ("Stadium"), rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
    a. Power connections for electric-powered equipment;
    b. Circuit breaker replacement;
    c. Disconnect replacement;
    d. Fuse replacement;
    e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
    f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation, and wire types;
    g. Transformer removal and replacement;

h. Sub-panel removal and replacement;
i. Electrical devices, including receptacles, switches, etc. Repair, removal, or replacement;
j. Motor, starters, controllers, and variable frequency drives. Repair, removal, or replacement;
k. Automatic transfer switches;
l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Troubleshoot and repair; replace batteries as necessary;
m. Troubleshoot and repairs to back-up power systems;
n. Install or repair electric vehicle charging equipment;
o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices, and trim;
p. Work in electric duct banks; and
q. Fiber optic cable repair, replacement, installation.
r. Maintenance repair and installation of low voltage equipment, including cameras, access controls, and A/V systems.

2. Lighting and physical security work, including, but not limited to, the following:
   a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
   b. Cameras and access controls;
   c. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
   d. Ballast removal and replacement, including HID, fluorescent, etc.;
   e. Lighting fixture installation, all types;
   f. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
   g. Provision of temporary lighting, as necessary; and
   h. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.

3. Testing & Maintenance:
   a. Arc Flash assessment;
   b. Infrared inspection;
   c. Coordination study;
   d. Switch gear testing;
   e. Emergency generator testing;
   f. Power monitoring;
   g. Motor control center cleaning; and
   h. Ground fault testing.

4. Ancillary Services
   a. Any services including, without limitation, other trade work that is incidental and/or supplemental to the performance of the primary services specified above.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one (1) year, or within the manufacturer warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
    a. Date of Service
    b. Name of Technician(s)
    c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health

Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install, and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray, or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate, and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE

	Rate Period	Straight-Time Weekday	Daily	Saturday	Sunday & Holiday
Journeyman Level:					
COMM & SYSTEM INSTALLER	12/1/2025 - 11/30/2026	$118.05	$156.16	$156.16	$194.93
	12/1/2026 - 11/30/2027	$124.86	$168.69	$168.69	$213.22
	12/1/2027 - 3/31/2028	$128.61	$171.05	$171.05	$213.49
	4/1/2028 - 3/31/2029	$132.47	$176.18	$176.18	$219.89
COMM & SYSTEM TECH.	12/1/2025 - 11/30/2026	$135.00	$178.84	$178.84	$223.40
	12/1/2026 - 11/30/2027	$143.59	$193.98	$193.98	$245.19
	12/1/2027 - 3/31/2028	$147.90	$196.70	$196.70	$245.51
	4/1/2028 - 3/31/2029	$152.34	$202.61	$202.61	$252.88
INSIDE WIREMAN, TECHNICIAN	6/1/2025 - 5/31/2026	$180.32	$236.76	$291.95	$291.95
	6/1/2026- 5/31/2027	$186.17	$245.82	$304.65	$304.65
	6/1/2027- 3/31/2028	$191.76	$255.03	$318.31	$318.31
	4/1/2028 - 3/31/2029	$197.51	$262.69	$327.86	$327.86
CABLE SPLICER	6/1/2025 - 5/31/2026	$203.49	$267.21	$330.68	$330.68
	6/1/2026- 5/31/2027	$205.74	$273.38	$341.04	$341.04
	6/1/2027- 3/31/2028	$211.91	$281.84	$351.77	$351.77
	4/1/2028 - 3/31/2029	$218.27	$290.30	$362.33	$362.33
MATERIAL HANDLER	8/1/2021 - 7/31/2026	$82.93	$112.03	$140.63	$140.63
	8/1/2026 - 7/31/2027	$90.36	$121.71	$144.58	$150.00
	8/1/2027- 3/31/2028	$93.07	$123.78	$148.91	$154.50
	4/1/2028 - 3/31/2029	$95.86	$127.50	$153.38	$159.13
MATERIAL HANDLER - FOURTH SIX MONTHS	8/1/2021 - 7/31/2026	$70.48	$104.17	$130.77	$130.77
	8/1/2026 - 7/31/2027	$83.00	$114.38	$132.80	$137.78
	6/1/2027- 3/31/2028	$85.49	$117.19	$140.99	$146.27
	4/1/2028 - 3/31/2029	$88.05	$120.71	$145.22	$150.66
MATERIAL HANDLER - THIRD SIX MONTHS	8/1/2021 - 7/31/2026	$62.20	$91.92	$115.39	$115.39
	8/1/2026 - 7/31/2027	$72.68	$100.30	$116.29	$120.65
	6/1/2027- 3/31/2028	$74.86	$103.84	$124.92	$129.60
	4/1/2028 - 3/31/2029	$77.11	$106.95	$128.67	$133.49
MATERIAL HANDLER - SECOND SIX MONTHS	8/1/2021 - 7/31/2026	$53.90	$79.66	$100.00	$100.00
	8/1/2026 - 7/31/2027	$65.50	$91.33	$104.80	$108.73
	6/1/2027- 3/31/2028	$67.47	$95.48	$114.87	$119.17
	4/1/2028 - 3/31/2029	$69.49	$98.35	$118.31	$122.75

	Rate Period	Straight-Time Weekday	Daily	Saturday	Sunday & Holiday
MATERIAL HANDLER - FIRST SIX MONTHS	8/1/2021 - 7/31/2026	$49.75	$73.63	$92.31	$92.31
	8/1/2026 - 7/31/2027	$37.41	$54.72	$59.86	$62.10
	6/1/2027- 3/31/2028	$38.53	$51.25	$61.65	$63.96
	4/1/2028 - 3/31/2029	$39.69	$52.79	$63.50	$65.88
Apprentice Level:					
ELECTRICIAN, INSIDE WIREMAN - (5th period)	6/1/2025 - 5/31/2026	$126.95	$164.93	$202.19	$202.19
	6/1/2026- 5/31/2027	$129.94	$170.44	$209.67	$209.67
	6/1/2027- 3/31/2028	$133.84	$178.00	$214.14	$214.14
	4/1/2028 - 3/31/2029	$137.86	$183.34	$220.57	$220.57
ELECTRICIAN, INSIDE WIREMAN - (6th period)	6/1/2025 - 5/31/2026	$134.64	$175.55	$215.11	$215.11
	6/1/2026- 5/31/2027	$138.07	$181.67	$223.31	$223.31
	6/1/2027- 3/31/2028	$142.21	$189.14	$227.54	$227.54
	4/1/2028 - 3/31/2029	$146.48	$194.82	$234.37	$234.37
ELECTRICIAN, INSIDE WIREMAN - (7th period)	6/1/2025 - 5/31/2026	$142.35	$186.19	$228.00	$228.00
	6/1/2026- 5/31/2027	$146.18	$192.84	$236.96	$236.96
	6/1/2027- 3/31/2028	$150.57	$200.25	$240.90	$240.90
	4/1/2028 - 3/31/2029	$155.09	$206.26	$248.13	$248.13
ELECTRICIAN, INSIDE WIREMAN - (8th period)	6/1/2025 - 5/31/2026	$150.06	$196.75	$240.91	$240.91
	6/1/2026- 5/31/2027	$154.30	$203.56	$250.62	$250.62
	6/1/2027- 3/31/2028	$158.93	$211.38	$254.29	$254.29
	4/1/2028 - 3/31/2029	$163.70	$217.72	$261.91	$261.91
ELECTRICIAN, INSIDE WIREMAN - (9th period)	6/1/2025 - 5/31/2026	$157.79	$206.91	$253.83	$253.83
	6/1/2026- 5/31/2027	$162.43	$214.28	$264.29	$264.29
	6/1/2027- 3/31/2028	$167.30	$222.51	$267.68	$267.68
	4/1/2028 - 3/31/2029	$172.32	$229.19	$275.72	$275.72
ELECTRICIAN, INSIDE WIREMAN - (10th period)	6/1/2025 - 5/31/2026	$165.49	$217.05	$266.71	$266.71
	6/1/2026- 5/31/2027	$170.53	$225.00	$277.94	$277.94
	6/1/2027- 3/31/2028	$175.65	$233.61	$281.03	$281.03
	4/1/2028 - 3/31/2029	$180.92	$240.62	$289.46	$289.46

Rate Period: 4/1/26-3/31/29

Materials & Consumables Mark-Up		12%
Equipment Rentals Mark-Up		10%

Sub-Contractor Mark-Up		9%
One Time Start Up Costs (Applicable to only Year One)		$0.00

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. Contractor shall be paid at the hourly rate specified above. The specified hourly rates above shall include the fully burdened hourly rate, inclusive of all fringe benefits, and overhead and profit.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.

c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.

d. If Stadium Manager issues an “emergency” task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.

b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. **Pricing Review Schedule**
    a. The agreed upon rates and mark-up percentages are firm for the initial three-year term of the agreement, subject only to the prevailing wage adjustment provisions set forth in Bullet C.
    b. Contractor may request adjustments to the billable labor rates on each optional one-year options to renew the agreement after the initial term.
    c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
    d. All price adjustments are subject to Stadium Manager's written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"
SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: April 2, 2026

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award RFP-FY25-0085 for Levi's Stadium On-Call Electrical Maintenance and Repair Services

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc., (collectively, the "Agreements") to provide on-call electrical maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing April 1, 2026, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority (SCSA) approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Approve a contingency in the amount of one hundred twenty-five thousand dollars ($125,000), which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.

3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement for contract years two through five (April 1, 2027- March 31, 2031), by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (c) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The

aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408 – see Table 1 below for details.

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reasons for Recommendation

Forty Niners Stadium Management Company LLC (Stadium Manager) is responsible for continuous year-round management, operations, and maintenance of the 1.85 million square foot Stadium. Given the facility's size and complex electrical components, the Stadium Manager determined it is necessary to establish a bench of qualified, experienced providers to provide electrical and repair services on an on-call, "as needed" basis, ensuring required management services are met.

There are several reasons to enter into contracts with three on-call electrical providers. First, having multiple providers under contract allows the Stadium Manager to seek competitive quotes from each provider when needed, thereby ensuring we receive the most competitive pricing for each service. Second, having multiple on-call electrical providers under contract enables us to select the provider whose expertise and strengths align with the specific repairs or specialty required for our complex facility. Third, our experience has shown that having more than two on-call providers is the best practice, allowing us to quickly address all repairs, including unexpected emergencies, thereby minimizing facility downtime. Having three on-call providers reduces the likelihood of scheduling delays or delays in urgent repairs due to provider scheduling.

To provide a consistent and safe operating environment for daily usage and events, these services include repairing power connections for equipment, replacing circuit breakers, troubleshooting electrical malfunctions, and testing and repairing various electrical systems.

Stadium Manager has regularly used on-call electrical vendors for electrical repairs, and we anticipate a continued need, as Levi's Stadium is a complex, aging facility. Stadium Manager previously contracted with two on-call electrical vendors under a three-year agreement beginning May 5, 2021, and ending May 4, 2024, with an option to extend the term for two additional one-year periods. Total expenses for the first three-year term were $587,844.96, and total expenses for the five-year term through March 2026 is $642,535.32.

RFP Process:

On August 11, 2025, Stadium Manager issued a Request for Proposals (RFP) to select multiple qualified firms to provide on-call electrical maintenance and repair services at Levi's Stadium. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal https://49ers.bonfirehub.com/portal/. In addition to inviting firms from our established supplier list, Stadium Manager also invited suppliers registered on the portal with specific commodity codes that offer these services. On August 26, 2025, Stadium Manager conducted a non-mandatory Pre-Proposal Conference and site visit at the Stadium. Stadium Manager

conducted a comprehensive site visit and provided clarifications to questions from proposers. On September 5, 2025, Addendum #1 to the RFP was issued, providing answers to questions from proposers. The RFP closed on September 18, 2025, at 3:00 p.m. (PT).

Six proposals were received from the following firms on or before the RFP due date and time.

1. ASF Electric, Inc. (ASF)
2. Bear Electrical Solutions, LLC (Bear)
3. Cupertino Electric, Inc. (CEI)
4. JJG Services Inc., DBA Corinthian Electric (Corinthian)
5. Sprig Electric Co. (Sprig)
6. Telstar Instruments (Telstar)

Evaluation Process:
An evaluation committee (EC) consisting of subject matter experts from Stadium Manager was formed. An Evaluator's Guide outlining the roles and responsibilities of the EC was provided to each EC member. Each EC member executed the following forms:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. Corinthian was deemed non-responsive and therefore eliminated from the review process. Five other firms met the basic requirements of the RFP submissions.

Consensus scores were utilized to compute an "average score," summarized below:

Evaluation Criteria	ASF	Bear	CEI	Sprig	Telstar
Proposal Responsiveness	Pass	Pass	Pass	Pass	Pass
Project Team Qualifications and Experience (35 Points)	29.33	31.33	33.00	32.67	27.33
Qualifications: Technical Capability, License, and Other Qualifications (35 Points)	30.17	32.00	32.83	33.00	27.83
Cost (30 Points)	30.00	22.20	28.53	26.92	15.76
Total	**89.50**	**85.53**	**94.36**	**92.59**	**70.93**

ASF Electric, Inc., Bear Electrical Solutions, LLC, Cupertino Electric, Inc., and Sprig Electric Co., (each, a "Vendor," and collectively, the "Vendors") were all determined to be within the competitive range, and each satisfied the requirements set forth in the RFP.

Stadium Manager negotiated various rates and costs, as applicable, with each Vendor based on their specific cost proposals. This process included securing competitive billable labor rates, as well as percentage markups for materials, equipment rentals, and subcontractors, and Vendor start-up costs. Stadium Manager was able to successfully negotiate these rates with ASF Electric,

Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc. All business, legal, and cost discussions were completed in accordance with Section 15 of the RFP.

Notice of Intended Award:
A notice of intended award (NOIA) was issued on April 1, 2026, announcing Stadium Manager's recommended Vendors. The RFP process includes a ten-day protest period, which commenced with the issuance of the NOIA. This recommendation is submitted concurrently to facilitate the lead time required to submit our recommendation to the Santa Clara Stadium Authority (SCSA) Board. In the event of a protest, the recommendation will be withdrawn, and the protest addressed.

Submission of Post-Award Submittals:
Once Stadium Manager receives approval from the SCSA Board, the agreements will be executed by all parties, and a copy will be forwarded to the SCSA. Supporting documentation has been provided for review and approval.

The Vendors require the commencement date of the contract in order to obtain the payment bond. Once Stadium Manager receives approval from the Stadium Authority Board, a firm contract commencement date will be finalized, at which time, each vendor will provide the requisite payment bond.

Fiscal Impact:
The cost for the on-call electrical maintenance and repair services is covered in the proposed FY26/27 SCSA Budget, Engineering Department budget, as a shared expense. As a shared expense, the Stadium Authority is responsible for fifty percent (50%) of the cost of the service.

Although the Agreements will be executed with three vendors, the annual not-to-exceed compensation of $250,000 will be calculated on an aggregate basis (not per vendor) each year. Language in the Agreements allows contractors to negotiate rate increases for contract years four and five (April 1, 2029-March 31, 2031). Many of the labor positions covered by these agreements are unionized and subject to collective bargaining agreements that include built-in wage and fringe benefit escalation provisions set by the Department of Industrial Relations.

To address this, and to ensure consistent service levels across all contract years, a delegation of authority is requested, authorizing the Executive Director to approve contract amendments to adjust the rates for contract years two through five, and to increase the not-to-exceed amounts of the Agreements for contract years two through five by up to five percent (5%) over the prior year's amounts. Any increase remains subject to available Stadium Authority budget appropriations.

Additionally, a contingency of up to $125,000, equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amounts payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years) is requested and may be used as necessary in any contract year to promptly address costs, ensuring business continuity and completion of needed mechanical and plumbing maintenance and repair services at Levi's

Stadium without disruption. Use of contingency funds is subject to Executive Director approval and appropriation of funds.

These Agreements do not guarantee any minimum amount of work for any Vendor. All services will be performed as needed through task orders issued by the Stadium Manager and within the approved budget.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years 2 through 5.

Table 1 Cost Summary

Description	"Combined" NTE
Year 1 (4/1/26-3/31/27)	$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	$275,625
Year 4 (4/1/29-3/31/30) + 5% increase	$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	$303,877
Contingency	$125,000
Total Not-to-Exceed Maximum Compensation	$1,506,408

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. for On-Call General Contractor Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Contract Years and Contingency, Across All Three Agreements, and Delegated Authority for Future Amendments

BACKGROUND

Pursuant to Section 2.9 of the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Forty Niners Stadium Management Company LLC (Stadium Manager), the Stadium Manager is responsible for maintaining Levi's Stadium (Stadium) "in the Required Condition and operate it as a high-quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…"

Due to the size, age, and complexity of Levi's Stadium and its building systems, the Stadium Manager has identified the need to establish a pool of qualified general contractors to provide repair, maintenance, and restoration services on an on-call, as-needed basis.

Historically, the Stadium Manager has not maintained on-call agreements with general contractors for these services. However, the Stadium Manager expects the need for repair and maintenance to increase as the facility continues to age. To address this need, the Stadium Manager recommends having general contractors available that are uniquely positioned to coordinate multiple trades, which is critical for responding to incidents such as fire damage, water intrusion, or other conditions requiring immediate attention. Without this capability, the Stadium Manager would need to procure multiple trade providers, which could delay response times and increase the risk of further damage and operational disruption.

On August 18, 2025, the Stadium Manager issued a Request for Proposals (RFP) to solicit qualified and licensed general contractors to provide on-call repair, restoration, and maintenance services at Levi's Stadium. Five proposals were received by the submission deadline from the following firms:

1. City Building, Inc.
2. Devcon Construction, Inc.
3. Nation Restoration
4. Rudolph Commercial Interiors, Inc.
5. SC Builders, Inc.

An Evaluation Committee reviewed the proposals based on the criteria established in the RFP. Nation Restoration was deemed non-responsive and excluded from further consideration. The remaining four firms met the minimum qualifications.

Following the evaluation, Devcon Construction, Inc., Rudolph Commercial Interiors, Inc., and SC Builders, Inc. (collectively, the “Vendors”) were determined to be within the competitive range and best qualified to perform the services. The Stadium Manager subsequently negotiated rates and cost structures with each vendor, including labor rates and markups for materials, equipment, subcontractors, and related costs. Through approval of the requested actions for this agenda item, the Stadium Manager would establish a pool of pre-qualified contractors, enabling the Stadium Manager to issue task orders on an as-needed basis to ensure timely and efficient delivery of services.

As such, the Stadium Manager is requesting Stadium Authority Board (Board) approval of the following actions for three master service agreements for on-call repair, restoration, and maintenance services:

1. Approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. (Attachments 1, 2, and 3) to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi’s Stadium for an initial term of three (3) years commencing upon execution of the agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Board approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Approve a contingency in the amount of one hundred twenty-five thousand dollars ($125,000), which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.

3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year’s rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408 (see Table 1 below for more details).

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

A Recommendation for Award Memo was submitted by the Stadium Manager describing the services, solicitation process, and the request in more detail (Attachment 4).

DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo and supporting documents for consistency with the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.140(c) (Competitive requirements for purchases - Formal requests for proposals for agreements with an amount over $250,000). As described above and in the Stadium Manager's Recommendation for Award memo, the Stadium Manager implemented an RFP process and received five (5) proposals, and through the evaluation and subsequent negotiations process is recommending award of agreements with three vendors (Devcon Construction, SC Builders, and Rudolph Commercial Interiors) for on-call services.

While there will be three agreements, the Stadium Manager is proposing an annual not-to-exceed amount of $250,000 for contract year one, applied on an aggregate basis, which may increase annually by up to 5% if the Stadium Authority Board approves the Stadium Manager's request. The Agreements include provisions allowing for annual rate adjustments of up to 3%; however, rate adjustments may increase by up to 5% in contract years two through five (April 1, 2027 through March 31, 2031) if applicable prevailing wage rate increases exceed 3%. The rate adjustment provisions reflect anticipated increases in labor costs, including union wage and benefit adjustments established through collective bargaining agreements. The Agreements include hourly rates for straight-time weekday, daily overtime, Saturday, and Sundays and holidays and additional costs.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years two through five.

Table 1 - Cost Summary

Description	"Combined" NTE
Year 1 (4/1/26-3/31/27)	$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	$275,625
Year 4 (4/1/29-3/31/30) + 5% increase	$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	$303,877
Contingency (10% of Total Agreement Amount)	$125,000
Total Not-to-Exceed Maximum Compensation	$1,506,408

These Agreements do not guarantee a minimum amount of work. Services will be authorized on an as-needed basis through task orders issued by the Stadium Manager within the approved budget.

After reviewing the request and supporting documents, staff discussed the following topics with the Stadium Manager and was provided further clarification on the process for awarding work between

the three vendors, performance and payment bonds, and geographical requirements in the RFP.

Based on the documentation and information provided, staff recommends approval of the Stadium Manager's requests and authorizing additional delegation to the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director.

The Stadium Authority Counsel's Office has reviewed the Agreements for comparison to the Stadium Authority's customary language. Nothing in the Agreements changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

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 repair, maintenance, and restoration of existing public or private facilities involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The total aggregate amount payable under all three agreements shall not exceed $1,506,408 over the entire agreement term, inclusive of the two option years and contingency.

The Stadium Authority Fiscal Year (FY) 2026/27 Budget includes Shared Stadium Expenses, such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. In accordance with the Stadium Lease, most Shared Stadium Expenses are allocated 50/50 between the Stadium Authority and StadCo.

There are sufficient funds in the FY 2026/27 Shared Stadium Expenses Engineering line item to cover the Stadium Authority's fifty percent (50%) share of contract year one's total aggregate not-to-exceed amount of $250,000 and the $125,000 contingency (up to $125,000 plus an additional $62,500 for contingency).

The term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100. The Stadium Authority's cost allocation for the remaining contract years are as follows: up to $131,250 plus 50% of the remaining contingency for contract year two, up to $137,813 plus 50% of the remaining contingency for contract year three, up to $144,703 plus 50% of the remaining contingency for contract year four, and up to $151,939 plus 50% of the remaining contingency for contract year five.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer'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

1. Approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under the agreements is limited to a total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and
4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Draft Agreement with Devcon Construction, Inc.
2. Draft Agreement with Rudolph Commercial Interiors, Inc.
3. Draft Agreement with SC Builders, Inc.
4. Stadium Manager’s Recommendation Memo

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FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM GENERAL CONTRACTOR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], 2026 by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Devcon Construction Incorporated, a California corporation, License No. 399163, with its principal place of business at 690 Gibraltar Ave., Milpitas, CA 95035 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain repair, maintenance and restoration services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing general contractor services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: California Class A-General Engineering Contractor's license or a California Class B-General Builder Contractor's license.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium General Contractor ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")

- Sample Task Order Form (Exhibit "H")
- Levi's Stadium Jobsite Rules
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests submitted for Contractor's convenience and not arising from or related to Stadium Manager's specification of improper or commercially unavailable materials. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 20XX], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work

can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work or filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager, including conditional waiver and releases for all payments to be made to such subcontractors by Contractor from Stadium Manager's payment.

3.7.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation

is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without

proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing

in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Except as may be otherwise set forth in a Task Order, Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration**

provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage resulting from Contractor's failure to perform the Work in accordance with the terms agreed to herein, including any damage caused by Contractor or any person or entity for which Contractor is responsible, and shall employ reasonable efforts and precautions to protect the Work from avoidable or otherwise preventable damage or unforeseen difficulties until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.11.1 Waiver of Claims for Consequential Damages.

Notwithstanding any other language in this Contract to the contrary except with respect to third party claims including those claims for which the indemnification provisions under Section 3.12 apply, neither Party shall be liable to the other Party for any consequential damages including, without limitation, loss of opportunity, loss of use, revenue or profit. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract or a Task Order. Nothing contained in this Section 3.11.1 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract and any Task Order. Further, it is understood and agreed that Contractor's liability for any consequential damages arising out of Section 3.12 shall be limited to the covered losses under the insurance coverages specified under Section 3.13 of this Agreement provided any claim arising out of any willful misconduct of the Contractor shall not be limited by the foregoing.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property (other than the Work itself) or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of consequential damages as permitted in Section 3.11 above, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's defense and indemnity obligations shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Umbrella or Excess Liability:* umbrella and excess liability applying in excess of the primary policies listed above with minimum limits of $30,000,000 per occurrence and aggregate. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability and Umbrella/Excess Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees,

agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace

the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract, a Task Order, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, which acceptance will not be unreasonably withheld, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall, unless specified otherwise in a Task Order, be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed field representative (i.e., superintendent) who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract

immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision, subject to the dispute resolution procedures of this Contract, shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: Gary Filizetti, President
gfilizetti@devcon-const.com
Jonathan Harvey, Senior V.P.
jharvey@devcon-const.com

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:
Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Agreement No: 1xxx

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND DEVCON CONSTRUCTION INCORPORATED

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], 2026.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	DEVCON CONSTRUCTION INCORPORATED License No. 399163
By: _____	By: _____
[INSERT NAME] [INSERT TITLE]	Gary Filizetti President

EXHIBIT "A"

A. SCOPE OF WORK

Contractor will provide all labor, materials, tools, permits, transportation, parts, scaffolding, machinery, consumables, and equipment, necessary to provide on-call as needed repair, maintenance, and/or restoration services at Levi's Stadium.

Contractor, and any subcontractors utilized by Contractor to perform services, shall maintain all necessary licenses and certifications to perform the work specified herein.

There is no guarantee of any work. All work shall be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

Contractor may be tasked, by the Stadium Manager, with performing repair, maintenance and restoration work of various systems and component parts of Levi's Stadium including but not limited to the following:

- Insulation and Acoustical Systems
- Boiler, Hot Water Heating and Steam Fitting
- Framing and Rough Carpentry
- Cabinet, Millwork, and Finish Carpentry work
- Low Voltage Systems
- Concrete
- Drywall

- Electrical systems
- Elevators
- Earthwork and Paving
- Fencing
- Flooring and Floor Covering
- Fire Repair and Protection
- Glazing
- Warm-Air Heating, Ventilation, and Air-Conditioning
- Building, Moving/Demolition
- Ornamental Metal Work
- Landscaping
- Lock and Security Equipment
- Masonry
- Construction Zone Traffic Control
- Parking and Highway Improvement
- Painting and Decorating
- Pipeline work
- Lathing and Plastering
- Plumbing
- Refrigeration
- Roofing
- Sanitation System
- Sheet Metal
- Signage work
- Solar
- Tree Work
- Steel Reinforcement
- Structural Steel
- Swimming Pools
- Ceramic and Mosaic Tile
- Water Conditioning
- Welding

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work and work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts supplied and/or installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

10. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

11. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.
12. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department. The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

13. Contractor will utilize trained, licensed, and experienced staff and sub-contractors to perform services as specified herein.

14. Contractor shall maintain all necessary licenses and/or certifications to perform the work specified herein and will ensure that all sub-contractors, performing services

have necessary licenses and/or certifications to perform the work.

15. Contactor shall comply with applicable prevailing wage laws and the California Labor Code.

16. Contractor will provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, Contractor will provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a Project Manager as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Task Order

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. Protect all adjacent surfaces as required by field conditions.

C. USE OF SUB-CONTRACTORS

1. Quotations for services shall be submitted to Stadium Manager for review and approval before any work can begin. Each quotation will identify all subcontractors

Contractor plans to utilize to perform the work along with a description of the scope of work to be performed by subcontractors.

2. All subcontractors proposed by Contractor to perform work are subject to approval by Stadium Manager.

3. Contractor will ensure that all subcontractors pay not less than the applicable prevailing wage as determined by the California Department of Industrial Relations (DIR).

4. Contractor shall ensure that all subcontractors of every tier engaged to perform any portion of the work meet the following requirements:

a. Hold a valid and active contractor's license issued by the California Contractor's State License Board (CSLB) appropriate for the scope of work to be performed.

b. Be currently registered with the California Department of Industrial Relations (DIR) as a public works contractor pursuant to Labor Code §1725.5.

c. Maintain all other business licenses, certifications, or registrations required by the State of California, County of Santa Clara, or City of Santa Clara.

d. Comply with all applicable prevailing wage requirements of the State of California.

e. Maintain valid workers compensation insurance which meets all requirements of the State of California.

f. Comply with California apprenticeship laws under Labor Code §1777.5.

h. Comply with all policies, regulations, and safety protocols, of the Stadium, including job site security, background checks (if applicable), access control, and environmental standards.

i. Attend any required preconstruction or compliance meetings as directed by Stadium Manager.

j. Comply with all requirements of the executed Contract between Stadium Manager and Contractor.

D. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the

National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); California Building Standards Code ("CBC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

[*INSERT ADDITIONAL SPECIAL CONDITIONS USING ABOVE FORMAT***]**

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

DEVCON CONSTRUCTION INCORPORATED

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: Devcon Construction, Inc.

DIR Registration Number: 1000012962

DIR Registration Expiration: 06/30/2028

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor Devcon Construction, Inc.

Signature_____

Name and Title Gary Filizetti, President

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE EFFECTIVE 4/1/2026

Office Staff Positions	Hourly
Project Executive	$197.00
Project Manager	$142.00
Project Superintendent	$160.55
Project Assistant	$82.00
General Superintendent	$219.70
Assistant Superintendent	$143.65
Senior Project Manager	$180.00

DIR Positions	Straight-Time Weekday	Daily	Saturday	Sunday & Holiday
Carpenter Foreman	$134.85	$180.95	$180.95	$227.46
Carpenter Leadman	$126.06	$168.86	$168.86	$212.07
Journeyman Carpenter	$123.52	$165.37	$165.37	$207.63
Carpenter Apprentice	$89.55	$118.63	$118.63	$148.12
General	$159.76	$215.22	$215.22	$271.10
Labor Foreman	$78.92	$105.86	$105.86	$133.04
Laborer Group 3a	$72.35	$96.81	$96.81	$121.52

General Contractor Mark-Ups: The following mark-ups will be added to the total direct cost of the work, according to the following scale.

Task Order Amount	Mark-Up
$0 to $100,000	6.05%
$100,001 to $250,000	6.05%
$250,000 to $500,000	5.05%
$500,000 to $1,000,000	4.05%
$100,000,001 and above	3.05%

Other Cost	Mark-Up
Payment & Performance Bond	1%

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. Contractor shall be paid at the hourly rate specified above. The specified hourly rates above shall include the fully burdened hourly rate, inclusive of all fringe benefits, and profit and overhead markups.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an "emergency" task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass-through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed-upon rates and markup percentages are firm for the first year of the agreement.
b. Contractor may request adjustments to the billable labor rates on each one-year anniversary during the term of the agreement. Mark-ups shall remain firm for the initial three-year term and may only be renegotiated during any one-year optional renewal.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager's written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal.

Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"

SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

    - Contractor's Company Name

- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.
The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
LEVI'S STADIUM GENERAL CONTACTOR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Rudolph Commercial Interiors, Inc., a California corporation with its principal place of business at 1125 67th ST Oakland, CA 94608 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain repair, maintenance and restoration services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing general contractor services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: California Class A-General Engineering Contractor's license or a California Class B-General Builder Contractor's license.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium General Contractor ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")

- Sample Task Order Form (Exhibit "H")
- Levi's Stadium Jobsite Rules
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 202X], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and

control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Three Hundred Fifty Thousand Dollars ($350,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during

the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified

Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations

in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the

Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by

Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers

shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND [*INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	[INSERT NAME OF CONTRACTOR]
By: _____	By: _____
[INSERT NAME]	
[INSERT TITLE]	Its: _____
	Printed Name: _____

EXHIBIT "A"
SCOPE OF WORK

A. SCOPE OF WORK

Contractor will provide all labor, materials, tools, permits, transportation, parts, scaffolding, machinery, consumables, and equipment, necessary to provide on-call as needed repair, maintenance, and/or restoration services at Levi's Stadium.

Contractor, and any subcontractors utilized by Contractor to perform services, shall maintain all necessary licenses and certifications to perform the work specified herein.

There is no guarantee of any work. All work shall be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

Contractor may be tasked, by the Stadium Manager, with performing repair, maintenance and restoration work of various systems and component parts of Levi's Stadium including but not limited to the following:

- Insulation and Acoustical Systems
- Boiler, Hot Water Heating and Steam Fitting
- Framing and Rough Carpentry
- Cabinet, Millwork, and Finish Carpentry work
- Low Voltage Systems
- Concrete
- Drywall
- Electrical systems
- Elevators
- Earthwork and Paving

- Fencing
- Flooring and Floor Covering
- Fire Repair and Protection
- Glazing
- Warm-Air Heating, Ventilation, and Air-Conditioning
- Building, Moving/Demolition
- Ornamental Metal Work
- Landscaping
- Lock and Security Equipment
- Masonry
- Construction Zone Traffic Control
- Parking and Highway Improvement
- Painting and Decorating
- Pipeline work
- Lathing and Plastering
- Plumbing
- Refrigeration
- Roofing
- Sanitation System
- Sheet Metal
- Signage work
- Solar
- Tree Work
- Steel Reinforcement
- Structural Steel
- Swimming Pools
- Ceramic and Mosaic Tile
- Water Conditioning
- Welding

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work and work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts supplied and/or installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

10. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

11. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

12. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County

Health Department. The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

13. Contractor will utilize trained, licensed, and experienced staff and sub-contractors to perform services as specified herein.

14. Contractor shall maintain all necessary licenses and/or certifications to perform the work specified herein and will ensure that all sub-contractors, performing services have necessary licenses and/or certifications to perform the work.

15. Contactor shall comply with applicable prevailing wage laws and the California Labor Code.

16. Contractor will provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, Contractor will provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a Project Manager as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Task Order

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. Protect all adjacent surfaces as required by field conditions.

C. USE OF SUB-CONTRACTORS

1. Quotations for services shall be submitted to Stadium Manager for review and approval before any work can begin. Each quotation will identify all subcontractors Contractor plans to utilize to perform the work along with a description of the scope of work to be performed by subcontractors.

2. All subcontractors proposed by Contractor to perform work are subject to approval by Stadium Manager.

3. Contractor will ensure that all subcontractors pay not less than the applicable prevailing wage as determined by the California Department of Industrial Relations (DIR).

4. Contractor shall ensure that all subcontractors of every tier engaged to perform any portion of the work meet the following requirements:

a. Hold a valid and active contractor's license issued by the California Contractor's State License Board (CSLB) appropriate for the scope of work to be performed.

b. Be currently registered with the California Department of Industrial Relations (DIR) as a public works contractor pursuant to Labor Code §1725.5.

c. Maintain all other business licenses, certifications, or registrations required by the State of California, County of Santa Clara, or City of Santa Clara.

d. Comply with all applicable prevailing wage requirements of the State of California.

e. Maintain valid workers compensation insurance which meets all requirements of the State of California.

f. Comply with California apprenticeship laws under Labor Code §1777.5.

h. Comply with all policies, regulations, and safety protocols, of the Stadium, including job site security, background checks (if applicable), access control, and environmental standards.

i. Attend any required preconstruction or compliance meetings as directed by Stadium Manager.

j. Comply with all requirements of the executed Contract between Stadium Manager and Contractor.

D. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); California Building Standards Code ("CBC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT “C”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit “F” to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE EFFECTIVE 4/1/2026

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Classifications:					
Superintendent		$184.16	$251.12	$251.12	$318.09
Carpenter Foreman		$153.15	$203.88	$203.88	$254.60
Journeyman Carpenter		$151.70	$202.43	$202.43	$253.16
Mill Foreman		$120.09	$160.28	$160.28	$200.48
Mill Journeyman		$110.38	$146.51	$146.51	$182.64
Taper Foreman		$143.56	$182.28	$182.28	$221.01
Taper Journeyman		$140.53	$177.79	$177.79	$215.04
General Purpose Laborer		$111.89	$131.17	$131.17	$160.62

Materials & Consumables Mark-Up		9%
Equipment Rentals Mark-Up		9%
Sub-Contractor Mark-Up		9%
Overhead and Profit Mark-Up		0%
Performance & Payment Bond		1%

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. Contractor shall be paid at the hourly rate specified above. The specified hourly rates above shall include the fully burdened hourly rate, inclusive of all fringe benefits.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.

c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an “emergency” task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. When the Contractor is invoicing for specific task orders, and that invoice includes equipment costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said equipment.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed-upon rates and markup percentages are firm for the first-year of the agreement.
b. Contractor may request adjustments to the billable labor rates on each one-year anniversary during the term of the agreement. Mark-ups shall remain firm for the initial three-year term and may only be renegotiated during any one-year optional renewal.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager’s written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"

SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____, 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM ON-CALL GENERAL CONTRACTOR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and SC Builders, Inc., a California corporation, with its principal place of business at 910 Thompson Place, Sunnyvale, CA 94085 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain repair, maintenance and restoration services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing general contractor services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: California Class A-General Engineering Contractor's license or a California Class B-General Builder Contractor's license.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium General Contractor ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")

- Sample Task Order Form (Exhibit "H")
- Levi's Stadium Jobsite Rules
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 20XX], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective

Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation

is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the

Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing

in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor

shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of

this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium

Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.3.6 Builder's Risk Policy. Contractor shall provide a Builder's Risk Policy to be made payable to Stadium Manager and Contactor, as their interests appear. The policy amount must be equal to 100% of the Total Contract Price and written on a Builder's Risk "All Risk" basis, or its equivalent. The policy shall be endorsed as follows: The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) Partial or complete occupancy by Stadium Manager or its invitees; and (iii) Performance of work in connection with construction operations insured by the Stadium Manager or other property users. In the event that the Work is for renovation, addition or modification of an existing structure and Builder's Risk Insurance is not available, the Stadium Manager will accept an Installation Floater Insurance Policy with the above endorsements in lieu of the Builder's Risk Insurance Policy. Such policy must insure loss to

materials and equipment prior to acceptance by Stadium Manager and must be on an "All Risk" basis with the policy written to apply to site of the Work.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the

Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable

to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein, including any unrecoverable costs of cancelling contracts and purchase orders fully executed prior to Contractor's receipt of Stadium Manager's notice of termination. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: Thomas Barbera, Director of Business Development
SC Builders, Inc.
tbarbera@scbuildersinc.com

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address

or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Agreement No: 1xxx

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND SC BUILDERS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____

Francine Melendez Hughes
Executive Vice President and General Manager

_____

SC BUILDERS, INC.

By: _____

Thomas Barbera
Director of Business Development
Printed Name:_____

ATTEST:

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Contractor will provide all labor, materials, tools, permits, transportation, parts, scaffolding, machinery, consumables, and equipment, necessary to provide on-call as needed repair, maintenance, and/or restoration services at Levi's Stadium.

Contractor, and any subcontractors utilized by Contractor to perform services, shall maintain all necessary licenses and certifications to perform the work specified herein.

There is no guarantee of any work. All work shall be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

Contractor may be tasked, by the Stadium Manager, with performing repair, maintenance and restoration work of various systems and component parts of Levi's Stadium including but not limited to the following:

- Insulation and Acoustical Systems
- Boiler, Hot Water Heating and Steam Fitting
- Framing and Rough Carpentry
- Cabinet, Millwork, and Finish Carpentry work
- Low Voltage Systems
- Concrete
- Drywall
- Electrical systems
- Elevators
- Earthwork and Paving
- Fencing
- Flooring and Floor Covering
- Fire Repair and Protection
- Glazing
- Warm-Air Heating, Ventilation, and Air-Conditioning
- Building, Moving/Demolition
- Ornamental Metal Work
- Landscaping
- Lock and Security Equipment
- Masonry
- Construction Zone Traffic Control
- Parking and Highway Improvement
- Painting and Decorating
- Pipeline work
- Lathing and Plastering
- Plumbing
- Refrigeration
- Roofing
- Sanitation System
- Sheet Metal
- Signage work
- Solar
- Tree Work
- Steel Reinforcement
- Structural Steel
- Swimming Pools
- Ceramic and Mosaic Tile
- Water Conditioning
- Welding

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work and work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts supplied and/or installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

10. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

11. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

12. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department. The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

13. Contractor will utilize trained, licensed, and experienced staff and sub-contractors to perform services as specified herein.

14. Contractor shall maintain all necessary licenses and/or certifications to perform the work specified herein and will ensure that all sub-contractors, performing services have necessary licenses and/or certifications to perform the work.

15. Contactor shall comply with applicable prevailing wage laws and the California Labor Code.

16. Contractor will provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, Contractor will provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a Project Manager as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Task Order

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other

discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

b. Protect all adjacent surfaces as required by field conditions.

C. USE OF SUB-CONTRACTORS

1. Quotations for services shall be submitted to Stadium Manager for review and approval before any work can begin. Each quotation will identify all subcontractors Contractor plans to utilize to perform the work along with a description of the scope of work to be performed by subcontractors.

2. All subcontractors proposed by Contractor to perform work are subject to approval by Stadium Manager.

3. Contractor will ensure that all subcontractors pay not less than the applicable prevailing wage as determined by the California Department of Industrial Relations (DIR).

4. Contractor shall ensure that all subcontractors of every tier engaged to perform any portion of the work meet the following requirements:

a. Hold a valid and active contractor's license issued by the California Contractor's State License Board (CSLB) appropriate for the scope of work to be performed.

b. Be currently registered with the California Department of Industrial Relations (DIR) as a public works contractor pursuant to Labor Code §1725.5.

c. Maintain all other business licenses, certifications, or registrations required by the State of California, County of Santa Clara, or City of Santa Clara.

d. Comply with all applicable prevailing wage requirements of the State of California.

e. Maintain valid workers compensation insurance which meets all requirements of the State of California.

f. Comply with California apprenticeship laws under Labor Code §1777.5.

h. Comply with all policies, regulations, and safety protocols, of the Stadium, including job site security, background checks (if applicable), access control, and environmental standards.

i. Attend any required preconstruction or compliance meetings as directed by Stadium Manager.

j. Comply with all requirements of the executed Contract between Stadium Manager and Contractor.

D. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); California Building Standards Code ("CBC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

[*INSERT ADDITIONAL SPECIAL CONDITIONS USING ABOVE FORMAT***]**

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE EFFECTIVE 4/1/2026

Office Staff Positions	Hourly
Project Executive	$250.00
Project Manager	$185.00
Project Superintendent	$180.00
Field Office Administrator	$97.00
General Superintendent	$240.00
Assistant Superintendent	$165.00
Senior Project Manager	$210.00
Project Engineer	$128.00

DIR Positions	Straight-Time Weekday	Daily	Saturday	Sunday & Holiday
Carpenter Foreman	$157.95	$210.87	$210.87	$263.79
Labor Foreman	$111.04	$141.76	$141.76	$172.48
General Purpose Laborer	$103.15	$131.08	$131.08	$159.00

Markups & Other Cost		Mark-Up
Materials & Consumables Mark-Up		6%
Equipment Rentals Mark-Up		6%
Overhead & Profit Mark-Up		6%
Payment & Performance Bond		1%

Insurance: The Contractor may invoice the Stadium Manager for the actual out-of-pocket cost of project-specific insurance required for the work. Reimbursement shall not exceed one percent (1%) of the total project cost.

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. The contractor shall be paid at the hourly rate specified above. These rates are fully burdened, including all fringe benefits, and profit and overhead markups.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables,

which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an “emergency” task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed-upon rates and markup percentages are firm for the first-year of the agreement.
b. Contractor may request adjustments to the billable labor rates on each one-year anniversary during the term of the agreement. Mark-ups shall remain firm for the initial three-year term and may only be renegotiated during any one-year optional renewal.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager’s written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"

SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

    - Contractor's Company Name

- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: April 2, 2026

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award - RFP-FY25-0087 for Levi's Stadium On-Call General Contractor Services

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. (collectively, the "Agreements") to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi's Stadium for an initial term of three (3) years commencing April 1, 2026, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority (SCSA) approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Approve a contingency in the amount of one hundred twenty-five thousand dollars ($125,000), which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.

3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous

year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (c) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408 – see Table 1 below for details.

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reasons for Recommendation

Forty Niners Stadium Management Company LLC (Stadium Manager) is responsible for the year-round management, operations, and maintenance of Levi's Stadium, a 1.85-million-square-foot facility. Due to the size, age, and complexity of the stadium and its systems, Stadium Manager determined it is necessary to establish a pool of qualified contractors to provide repair, maintenance, and restoration services on an on-call as-needed basis.

Stadium Manager has not previously maintained on-call agreements with general contractors for as-needed repair, restoration, and maintenance services at Levi's Stadium; however, as the facility ages, the need for repair, restoration, and maintenance is expected to increase. General contractors can coordinate multiple trades, which is essential when responding to incidents such as fire damage, water intrusion from a burst pipe, or other conditions requiring immediate repair, restoration, and/or maintenance. Without a general contractor capable of coordinating multiple trades, Stadium Manager would need to independently procure and mobilize multiple trade providers, which could delay response times and increase the risk of additional damage and operational disruption.

For example, during the kitchen fire at Levi's Stadium, Stadium Manager needed to quickly engage a contractor who could coordinate the necessary trades to address water damage caused by the sprinkler system. Staff spent valuable time and resources identifying and securing a contractor capable of timely performing the necessary repair work – time that could be saved had there been an on-call contractor in place capable of responding expeditiously at pre-determined rates. Establishing on-call agreements will allow the Stadium Manager to mobilize qualified contractors more quickly and maintain better oversight of project scope, contractor qualifications, and pricing.

Maintaining agreements with three contractors allows Stadium Manager to obtain competitive quotes, match contractor expertise to project needs, and reduce the risk of delays by ensuring that at least one contractor is available to timely respond to repair, restoration, and maintenance needs including unexpected emergencies.

RFP Process:
On August 18, 2025, Stadium Manager issued a Request for Proposals (RFP) to select multiple qualified firms to provide on-call, as-needed, repair, restoration, and maintenance services at Levi's Stadium from appropriately qualified and licensed general contractors. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal. In addition to inviting firms from our established supplier list, Stadium Manager also invited suppliers registered on the portal with specific commodity codes that offer these services. On September 11, 2025, Stadium Manager conducted a non-mandatory Pre-Proposal Conference and site visit at the Stadium. On September 19, 2025, Addendum #1 to the RFP was issued, providing answers to proposer questions. The RFP closed on October 9, 2025, at 3:00 p.m. (PT).

Five proposals were received from the following firms by the RFP due date and time.

1. City Building, Inc. (City Building)
2. Devcon Construction, Inc. (Devcon)
3. Nation Restoration
4. Rudolph Commercial Interiors, Inc. (RCI)
5. SC Builders, Inc. (SC Builders)

Evaluation Process:
An evaluation committee (EC) consisting of subject matter experts from Stadium Manager was formed. An Evaluator's Guide outlining the roles and responsibilities was provided to each EC member. Each EC member executed the following forms:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. Nation Restoration was deemed non-responsive and therefore eliminated from the review process. Four other firms met the basic requirements of the RFP submissions.

Consensus scores were utilized to compute an "average score," summarized below:

Evaluation Criteria	City Building	Devcon	RCI	SC Builders
Proposal Responsiveness	Pass	Pass	Pass	Pass
Firm Experience and Qualifications (40)	29.67	38.67	36.33	35.33
Organizational and Technical Capability (40)	30	38.67	35.33	35.33
Cost (20 Points)	10.83	11.50	20	16.96
Total	**70.50**	**88.84**	**91.66**	**87.62**

Devcon, RCI, and SC Builders (each, a "Vendor," and collectively, the "Vendors") were all determined to be within the competitive range, and each satisfied the requirements set forth in the RFP.

The Stadium Manager negotiated various rates and costs with each Vendor based on their specific proposals. This included obtaining competitive billable labor rates, along with percentage markups for materials, equipment rentals, subcontractors, and other costs. All business, legal, and cost discussions were conducted in accordance with Section 15 of the RFP.

Notice of Intended Award:
A notice of intended award (NOIA) was issued on March 16, 2026, announcing Stadium Manager's recommended Vendors. The RFP process includes a ten-day protest period, which commenced with the issuance of the NOIA. No protests were received.

Submission of Post-Award Submittals:
Once Stadium Manager receives approval from the SCSA Board, the agreements will be executed by all parties, and a copy will be forwarded to the SCSA. Supporting documentation has been provided for review and approval.

Fiscal Impact:
The cost for this service is included in the proposed FY26/27 SCSA Budget under the Engineering Department's Outside Services as a shared expense. As a shared stadium expense, the Stadium Authority is responsible for fifty percent (50%) of the cost of this service.

Although the Agreements will be executed with three vendors, the annual not-to-exceed compensation of $250,000 will be calculated on an aggregate basis (not per vendor) each

year. Language in the agreements allows contractors to negotiate rate increases for contract years two through five (April 1, 2027 - March 31, 2031). Many of the labor positions covered by these agreements are unionized and subject to collective bargaining agreements that include built-in wage and fringe benefit escalation provisions set by the Department of Industrial Relations.

To address this, and to ensure consistent service levels across all contract years, a delegation of authority is requested, authorizing the Executive Director to approve contract amendments to adjust the rates and to increase the not-to-exceed amounts of the Agreements for contract years two through five by up to five percent (5%) over the prior year's amounts. Any increase remains subject to available Stadium Authority budget appropriations.

Additionally, a contingency of up to $125,000, equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amounts payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years) is requested and may be used as necessary in any contract year to promptly address unexpected project and service costs, ensuring business continuity and completion of needed repair, restoration, and maintenance of Levi's Stadium without disruption. Use of contingency funds is subject to Executive Director approval and appropriation of funds.

These Agreements do not guarantee any minimum amount of work for any Vendor. All services will be performed as needed through task orders issued by the Stadium Manager and within the approved budget.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years 2 through 5.

Table 1 Cost Summary

Description	**"Combined" NTE**
Year 1 (4/1/26-3/31/27)	$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	$275,625
Year 4 (4/1/29-3/31/30) + 5% increase	$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	**$**303,877
Contingency	$125,000
Total Not-to-Exceed Maximum Compensation	$1,506,408

26-450 Agenda Date: 6/23/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc. for Mechanical and Plumbing Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Not-To-Exceed Amount of $1,506,408, Inclusive of All Contract and Option Years and Contingency, Across All Three Agreements, and Delegated Authority for Future Amendments

BACKGROUND

Pursuant to Section 2.9 of the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Forty Niners Stadium Management Company LLC (Stadium Manager), the Stadium Manager is responsible for maintaining Levi's Stadium (Stadium) "in the Required Condition and operate it as a high-quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…"

Due to the size, age, and complexity of Levi's Stadium and its mechanical and plumbing systems, the Stadium Manager has identified the need to maintain a pool of qualified mechanical and plumbing contractors to provide repair and maintenance services on an on-call, as-needed basis.

The Stadium Manager has identified the services to be performed include working on all aspects of the HVAC systems including resolving problems with air handling, cooling towers, refrigeration, supply and return fans, and exhaust fans. Service will be provided for maintenance and repairs of various boiler systems as well as work on various plumbing systems ranging from repairing pipes to addressing sewer and storm drainage system issues.

The Stadium Manager has regularly used on-call mechanical and plumbing vendors for mechanical and plumbing repairs, and anticipate a continued need, as Levi's Stadium is a complex, aging facility. The Stadium Manager previously contracted with two on-call mechanical and plumbing vendors under a three-year agreement beginning September 7, 2021, and ending September 6, 2024, with an option to extend the term for two additional one-year periods. Total expenses for the first three-year term, in the aggregate, were $767,080.78, and total expenses in the aggregate for the five-year term through March 2026 are $998,074.78. The current agreements will term out on September 6, 2026.

On August 11, 2025, the Stadium Manager issued a Request for Proposals (RFP) to solicit qualified firms for mechanical and plumbing maintenance and repair services at Levi's Stadium. Five proposals were received from the following firms on or before the RFP due date and time.

1. ACCO Engineered Systems, Inc. (ACCO)
2. DLI Mechanical (DLI)
3. Mesa Energy Systems, Inc. DBA EMCOR Services Mesa Energy (Mesa)
4. RMI Mechanical Contractors (RMI)
5. Silicon Valley Mechanical, Inc. (SVM)

An Evaluation Committee reviewed the proposals based on the criteria outlined in the RFP. Three firms were determined to be within the competitive range and each satisfied the requirements set forth in the RFP: ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc. (each, a "vendor," and collectively, the "Vendors"). The Stadium Manager negotiated various rates and costs, as applicable, with each Vendor based on their specific cost proposals. This process included securing competitive billable labor rates, as well as percentage markups for materials, equipment rentals, and subcontractors, and Vendor start-up costs. The Stadium Manager would establish a pool of pre-qualified mechanical and plumbing maintenance contractors, enabling the Stadium Manager to issue task orders on an as-needed basis to ensure timely and efficient delivery of services.

As such, the Stadium Manager is requesting Stadium Authority Board (Board) approval of the following actions for three master service agreements for on-call mechanical and plumbing maintenance and repair services:

1. Approve and authorize the Stadium Manager to enter into agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc., (Attachments 1, 2, and 3) to provide on-call as-needed mechanical and plumbing maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.

3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate

increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408 - see Table 1 below for details.

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

A Recommendation for Award Memo was submitted by the Stadium Manager describing the services, solicitation process, and the request in more detail (Attachment 4).

DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo and supporting documents for consistency with the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.140(c) (Competitive requirements for purchases - Formal requests for proposals for agreements with an amount over $250,000). As described above and in the Stadium Manager's Recommendation for Award memo, the Stadium Manager implemented an RFP process and received five (5) proposals, and through the evaluation and subsequent negotiations process is recommending award of agreements to three vendors (ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc.) for on-call services.

While there will be three agreements, the Stadium Manager is proposing an annual not-to-exceed amount of $250,000 for contract year one, applied on an aggregate basis, which will increase annually by 5% if the Stadium Authority Board approves the Stadium Manager's request. Exhibit G in the Agreements include provisions allowing for annual rate adjustments by up to 3%; however, rate adjustments may increase by up to 5% in contract years two through five (April 1, 2027 through March 31, 2031), if applicable prevailing wage rate increases exceed 3%. The rate adjustment provisions reflect anticipated increases in labor costs, including union wage and benefit adjustments established through collective bargaining agreements. The Agreements include hourly rates for straight-time weekday, daily overtime, Saturday, and Sundays and holidays and additional costs.

The Stadium Manager is also requesting for a contingency in the amount of $125,000, equivalent to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term, for additional unanticipated services which may be utilized in any contract year.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years two through five.

Table 1 - Cost Summary

Description	"Combined" NTE
Year 1 (4/1/26-3/31/27)	$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	$275,625

Year 4 (4/1/29-3/31/30) + 5% increase	$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	$303,877
Contingency (10% of Total Agreement Amount)	$125,000
Total Not-to-Exceed Maximum Compensation	$1,506,408

These Agreements do not guarantee a minimum amount of work. Services will be authorized on an as-needed basis through task orders issued by the Stadium Manager within the approved budget.

After reviewing the request and supporting documents, staff discussed the following topics with the Stadium Manager and was provided further clarification on the process for awarding work between the three vendors, performance and payment bonds, and geographical requirements in the RFP, and labor and service rates.

Based on the documentation provided, staff recommends approval of the Stadium Manager's requests and additional delegation to the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director.

The Stadium Authority Counsel's Office has reviewed the Agreements for comparison to the Stadium Authority's customary language. Nothing in the Agreements change the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

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 mechanical and plumbing maintenance and repair of an existing public facility involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The total aggregate amount payable under all three agreements will not exceed $1,506,408 over the entire agreement term, inclusive of the two option years and the contingency.

The Stadium Authority Fiscal Year (FY) 2026/27 Budget includes Shared Stadium Expenses, such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. In accordance with the Stadium Lease, most Shared Stadium Expenses are allocated 50/50 between the Stadium Authority and StadCo.

There are sufficient funds in the FY 2026/27 Shared Stadium Expenses Engineering line item to cover the Stadium Authority's fifty percent (50%) share of contract year one's total aggregate not-to-

exceed amount of $250,000 and the $125,000 contingency (up to $125,000 plus an additional $62,500 for contingency).

The term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100. The Stadium Authority's cost allocation for the remaining contract years are as follows: up to $131,250 plus 50% of the remaining contingency for contract year two, up to $137,813 plus 50% of the remaining contingency for contract year three, up to $144,703 plus 50% of the remaining contingency for contract year four, and up to $151,939 plus 50% of the remaining contingency for contract year five.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer'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

1. Approve and authorize the Stadium Manager to enter into agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc., to provide on-call as-needed mechanical and plumbing maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period as $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract

year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Draft Agreement with ACCO Engineered Systems, Inc.
2. Draft Agreement with Mesa Energy Systems, Inc.
3. Draft Agreement with Silicon Valley Mechanical, Inc.
4. Stadium Manager’s Recommendation Memo

Agreement No: 1xxx

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
LEVI'S STADIUM MECHANICAL AND PLUMBING MAINTENANCE AND REPAIR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and ACCO Engineered Systems, Inc., a California corporation with its principal place of business at 888 E. Walnut St. Pasadena, CA 91101 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium mechanical and plumbing maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor and C-36 Plumbing Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium Mechanical and Plumbing Maintenance and Repair ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")

- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")
- Levi's Stadium Jobsite Rules
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract.

Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 20XX], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a

manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1)

liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing

wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through

difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching

and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of:

(1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity

of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance

maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its

officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable

replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year on any new equipment installed by Contractor, or ninety (90) days on any corrections or repairs of existing equipment, (or the period of time specified elsewhere in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional corresponding to the original warranty period, but solely for the corrected equipment, commencing with the date of acceptance of such corrected Work. The Contractor's warranty for its workmanship will not be reinstated. Contractor shall assign all manufacturers' warranties to the Stadium Manager. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein.

In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium

Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural

defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND ACCO ENGINEERED SYSTEMS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	ACCO ENGINEERED SYSTEMS, INC.
By: _____	By: _____
Francine Melendez Hughes	
EVP and General Manager	Its: _____
	Printed Name: _____

ATTEST:

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT "A"
SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove, and install mechanical, refrigeration, plumbing, and HVAC equipment and components, typically found in a large sports stadium such as Levi's Stadium ("Stadium"). This work shall be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. Contractor shall maintain all necessary licenses to perform the work specified herein. Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various Mechanical, Plumbing, and HVAC systems at the Stadium, including but not limited to the following:

- Commercial Food Service Refrigeration Equipment
- Air Separators
- Expansion Tanks and Pot Feeder
- Pumps and Suction Diffusers
- Water Treatment Systems, to include:
    - Chemical feed equipment, conductivity controller, chemical pumps and water meters
    - Chemical Treatments for cooling towers and closed systems
- Cooling Towers Filtration and Basin Sweeping Systems
- Boilers
    - Natural gas modulating and condensing hot water boilers
    - Boiler Flues
- Heat Exchangers
- Cooling Towers
- Water to Water Heat Pumps (WWHP)
- Water Source Heat Pumps (WSHP)
- Variable Air Volume (VAV) Air Handling Equipment
- Variable Frequency Drives (VFD)
- Computer Room Air Conditioning (CRAC) Units
- Dehumidification Units
- Control Dampers
- Fire Smoke Dampers
- Fans (EF, RF, SEF, SF, SPF)
- Kitchen Pollution Control Units
- Kitchen Make-Up Air Units
- Roof Top Packaged Units
- VAV Air Handling Units (AHU)
- HVAC Related Seismic Restraints
- Integration with Building Management Systems
- Building Management System Service
- Mechanical Piping, Fittings, Valves, Duct, Dampers, Diffusers, Grilles, Plenums, Humidifiers, and other Miscellaneous Mechanical Equipment
- Utility Piping, Fittings, Grates, Cleanout Covers and other Common Plumbing Components
- Potable and Recycled Water Systems
- Sub-Metering Equipment
- Plumbing Fixtures to include, but not limited to:
    - Water Closet
    - Urinals
    - Lavatories
    - Sinks
    - Laundry Tubs
    - Floor Drains
    - Floor Sink
    - Eyewash Stations
    - Downspout Nozzles

  - Floor Cleanouts
  - Trench Drains
  - Trap Primer and Guards
  - Wall Hydrant
  - Hose Bibb
- Domestic Water Booster Pump
- Sewage Ejector and Sump Pump
- Water Heater (Gas and Fired)
- Grease and Sand/Oil Interceptor
- Backflow inspection, testing, and repair
- General Pumps
- Recycled Water Filter
- Water Softener System
- Ancillary services that are incidental and/or supplemental to the performance of primary services specified above.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log

must contain the following information:

a. Date of Service

b. Name of Technician(s)

c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

    c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

    d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be

considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

ACCO ENGINEERED SYSTEMS, INC.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Journey Level:					
Sheet Metal Worker - Foreman		$224.42	$224.42	$298.47	$372.53
Sheet Metal Worker - Shop		$217.06	$217.06	$288.68	$360.31
Sheet Metal Worker - Field		$195.11	$195.11	$259.50	$323.88
Plumber, Steamfitter, Refrigeration Fitter (HVAC) - Foreman		$251.77	$251.77	$334.85	$417.94
Plumber, Steamfitter, Refrigeration Fitter (HVAC)		$236.17	$236.17	$314.10	$392.04
Underground Utility Pipefitter - Foreman		$229.90	$229.90	$305.76	$381.63
Underground Utility Pipefitter		$203.90	$203.90	$271.19	$338.47
Apprentice Level:					
Sheet Metal Worker - 4th Period		$137.38	$137.38	$182.72	$228.05
Sheet Metal Worker - 5th Period		$137.38	$137.38	$182.72	$228.05
Sheet Metal Worker - 6th Period		$137.38	$137.38	$182.72	$228.05
Sheet Metal Worker - 7th Period		$137.38	$137.38	$182.72	$228.05
Sheet Metal Worker - 8th Period		$137.38	$137.38	$182.72	$228.05
Sheet Metal Worker - 9th Period		$137.38	$137.38	$182.72	$228.05
Sheet Metal Worker - 10th Period		$137.38	$137.38	$182.72	$228.05
Plumber, Steamfitter, Refrigeration, (HVAC) - 4th Period		$195.64	$195.64	$260.20	$324.76
Plumber, Steamfitter, Refrigeration, (HVAC) - 5th Period		$195.64	$195.64	$260.20	$324.76
Plumber, Steamfitter, Refrigeration, (HVAC) - 6th Period		$195.64	$195.64	$260.20	$324.76
Plumber, Steamfitter, Refrigeration, (HVAC) - 7th Period		$195.64	$195.64	$260.20	$324.76
Plumber, Steamfitter, Refrigeration, (HVAC) - 8th Period		$195.64	$195.64	$260.20	$324.76
Plumber, Steamfitter, Refrigeration, (HVAC) - 9th Period		$195.64	$195.64	$260.20	$324.76
Plumber, Steamfitter, Refrigeration, (HVAC) - 10th Period		$195.64	$195.64	$260.20	$324.76
Underground / Utility Pipefitter - 4th Period		$164.14	$164.14	$218.30	$272.47
Underground / Utility Pipefitter - 5th Period		$164.14	$164.14	$218.30	$272.47
Underground / Utility Pipefitter - 6th Period		$164.14	$164.14	$218.30	$272.47
Underground / Utility Pipefitter - 7th Period		$164.14	$164.14	$218.30	$272.47

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Underground / Utility Pipefitter - 8th Period		$164.14	$164.14	$218.30	$272.47
Underground / Utility Pipefitter - 9th Period		$164.14	$164.14	$218.30	$272.47
Underground / Utility Pipefitter - 10th Period		$164.14	$164.14	$218.30	$272.47
Laborer Level:					
Laborer - Foreman		$244.62	$244.62	$325.34	$406.07
Laborer		$190.09	$190.09	$252.82	$315.55
Operating Engineer Level:					
Operating Engineer - Foreman		$244.62	$244.62	$325.34	$406.07
Operating Engineer		$229.47	$229.47	$305.19	$380.92

Materials & Consumables Mark-Up		18%
Equipment Rentals Mark-Up		15%
Sub-Contractor Mark-Up		18%

Service Call Fee per Emergency Call / Repair (Per Incident, if applicable)		$85.00

One-Time Start Up Costs		1% of Bond

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. The contractor shall be paid at the hourly rate specified above. These rates are fully burdened, including all fringe benefits, profit and overhead markups.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits.

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an "emergency" task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed upon rates and mark-up percentages are firm for the initial year term of the agreement, subject only to the prevailing wage adjustment provisions set forth in Bullet C.
b. Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any optional one-year options to renew the agreement after the initial term.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager's written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"

SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____, 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

Agreement No: 1xxx

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
LEVI'S STADIUM MECHANICAL AND PLUMBING MAINTENANCE AND REPAIR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Mesa Energy Systems, Inc., a California corporation with its principal place of business at 2 Cromwell, Irvine, CA 92618 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium mechanical and plumbing maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor and C-36 Plumbing Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium Mechanical and Plumbing Maintenance and Repair ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")

- Payment and Performance Bonds (Exhibit “F”)
- Rate Schedule (Exhibit “G”)
- Sample Task Order Form (Exhibit “H”)
- Levi’s Stadium Jobsite Rules
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid, if any

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the “Work”). The type of Work to be provided is described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit “H”. All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract.

Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 20XX], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a

manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1)

liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing

wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through

difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching

and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of:

(1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity

of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance

maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its

officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable

replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this

Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Agreement No: 1xxx

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND [*INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____
Francine Melendez Hughes
EVP and General Manager

MESA ENERGY SYSTEMS, INC.

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT "A"
SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove, and install mechanical, refrigeration, plumbing, and HVAC equipment and components, typically found in a large sports stadium such as Levi's Stadium ("Stadium"). This work shall be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. Contractor shall maintain all necessary licenses to perform the work specified herein. Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various Mechanical, Plumbing, and HVAC systems at the Stadium, including but not limited to the following:

- Commercial Food Service Refrigeration Equipment
- Air Separators
- Expansion Tanks and Pot Feeder
- Pumps and Suction Diffusers
- Water Treatment Systems, to include:
    - Chemical feed equipment, conductivity controller, chemical pumps and water meters
    - Chemical Treatments for cooling towers and closed systems
- Cooling Towers Filtration and Basin Sweeping Systems
- Boilers
    - Natural gas modulating and condensing hot water boilers
    - Boiler Flues
- Heat Exchangers
- Cooling Towers
- Water to Water Heat Pumps (WWHP)
- Water Source Heat Pumps (WSHP)
- Variable Air Volume (VAV) Air Handling Equipment
- Variable Frequency Drives (VFD)
- Computer Room Air Conditioning (CRAC) Units
- Dehumidification Units
- Control Dampers
- Fire Smoke Dampers
- Fans (EF, RF, SEF, SF, SPF)
- Kitchen Pollution Control Units
- Kitchen Make-Up Air Units
- Roof Top Packaged Units
- VAV Air Handling Units (AHU)
- HVAC Related Seismic Restraints
- Integration with Building Management Systems
- Building Management System Service
- Mechanical Piping, Fittings, Valves, Duct, Dampers, Diffusers, Grilles, Plenums, Humidifiers, and other Miscellaneous Mechanical Equipment
- Utility Piping, Fittings, Grates, Cleanout Covers and other Common Plumbing Components
- Potable and Recycled Water Systems
- Sub-Metering Equipment
- Plumbing Fixtures to include, but not limited to:
    - Water Closet
    - Urinals
    - Lavatories
    - Sinks
    - Laundry Tubs
    - Floor Drains
    - Floor Sink
    - Eyewash Stations
    - Downspout Nozzles

    - Floor Cleanouts
    - Trench Drains
    - Trap Primer and Guards
    - Wall Hydrant
    - Hose Bibb
- Domestic Water Booster Pump
- Sewage Ejector and Sump Pump
- Water Heater (Gas and Fired)
- Grease and Sand/Oil Interceptor
- Backflow inspection, testing, and repair
- General Pumps
- Recycled Water Filter
- Water Softener System
- Ancillary services that are incidental and/or supplemental to the performance of primary services specified above.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log

must contain the following information:

a. Date of Service

b. Name of Technician(s)

c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

    c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

    d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be

considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Journey Level:					
Sheet Metal Worker - Foreman		$250.00	$337.50	$337.50	$456.00
Plumber, Steamfitter, Refrigeration Fitter (Hvac) - Foreman		$250.00	$337.50	$337.50	$456.00
Underground Utility Pipefitter - Foreman		$250.00	$337.50	$337.50	$456.00
Apprentice Level:					
Sheet Metal Worker - 4th Period		$225.00	$304.00	$304.00	$382.50
Sheet Metal Worker - 5th Period		$225.00	$304.00	$304.00	$382.50
Sheet Metal Worker - 6th Period		$225.00	$304.00	$304.00	$382.50
Sheet Metal Worker - 7th Period		$240.00	$324.00	$324.00	$437.00
Sheet Metal Worker - 8th Period		$240.00	$324.00	$324.00	$437.00
Sheet Metal Worker - 9th Period		$250.00	$337.50	$337.50	$456.00
Sheet Metal Worker - 10th Period		$250.00	$337.50	$337.50	$456.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 4th Period		$225.00	$304.00	$304.00	$382.50
Plumber, Steamfitter, Refrigeration, (HVAC) - 5th Period		$225.00	$304.00	$304.00	$382.50
Plumber, Steamfitter, Refrigeration, (HVAC) - 6th Period		$225.00	$304.00	$304.00	$382.50
Plumber, Steamfitter, Refrigeration, (HVAC) - 7th Period		$240.00	$324.00	$324.00	$437.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 8th Period		$240.00	$324.00	$324.00	$437.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 9th Period		$250.00	$337.50	$337.50	$456.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 10th Period		$250.00	$337.50	$337.50	$456.00
Underground / Utility Pipefitter - 4th Period		$225.00	$304.00	$304.00	$382.50
Underground / Utility Pipefitter - 5th Period		$225.00	$304.00	$304.00	$382.50
Underground / Utility Pipefitter - 6th Period		$225.00	$304.00	$304.00	$382.50
Underground / Utility Pipefitter - 7th Period		$240.00	$324.00	$324.00	$437.00
Underground / Utility Pipefitter - 8th Period		$240.00	$324.00	$324.00	$437.00
Underground / Utility Pipefitter - 9th Period		$250.00	$337.50	$337.50	$456.00

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Underground / Utility Pipefitter - 10th Period		$250.00	$337.50	$337.50	$456.00
Laborer Level:					
Laborer - Foreman		$225.00	$304.00	$304.00	$382.50
Laborer - Journeyman		$225.00	$304.00	$304.00	$382.50
Operating Engineer Level:					
Operating Engineer - Foreman		$225.00	$304.00	$304.00	$382.50
Operating Engineer - Journeyman		$225.00	$304.00	$304.00	$382.50

Materials & Consumables Mark-Up		22%
Equipment Rentals Mark-Up		15%
Sub-Contractor Mark-Up		15%

Service Call Fee per Emergency Call / Repair (Per Incident, if applicable)		$200.00

One-Time Start Up Costs		$500.00

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. The contractor shall be paid at the hourly rate specified above. These rates are fully burdened, including all fringe benefits, profit and overhead markups.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits.

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.

c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an “emergency” task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed upon rates and mark-up percentages are firm for the initial year term of the agreement, subject only to the prevailing wage adjustment provisions set forth in Bullet C.
b. Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any optional one-year options to renew the agreement after the initial term.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager’s written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

Agreement No: 1xxx

EXHIBIT "H"

SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____, 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**[INSERT CONTRACTOR NAME]**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

Agreement No: 1xxx

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
LEVI'S STADIUM MECHANICAL AND PLUMBING MAINTENANCE AND REPAIR SERVICES CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Silicon Valley Mechanical, Inc. a California corporation with its principal place of business at 2115 Ringwood Avenue, San Jose, CA 95131 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium mechanical and plumbing maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor and C-36 Plumbing Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Levi's Stadium Mechanical and Plumbing Maintenance and Repair ("Project") as set forth in this Contract on an as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")

- Payment and Performance Bonds (Exhibit “F”)
- Rate Schedule (Exhibit “G”)
- Sample Task Order Form (Exhibit “H”)
- Levi’s Stadium Jobsite Rules
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid, if any

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the “Work”). The type of Work to be provided is described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit “H”. All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract.

Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 20XX], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a

manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1)

liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.78 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing

wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through

difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching

and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of:

(1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

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

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity

of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance

maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its

officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable

replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this

Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: [***INSERT CONTRACTOR REP. NAME, TITLE]
[***INSERT CONTRACTOR NAME ***]
[***INSERT EMAIL ADDRESS***]

STADIUM MANAGER:

Francine Melendez Hughes, EVP and General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Agreement No: 1xxx

SIGNATURE PAGE FOR MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND SILICON VALLEY MECHANICAL, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____
Francine Melendez Hughes
EVP and General Manager

SILICON VALLEY MECHANICAL, INC.

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT "A"
SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove, and install mechanical, refrigeration, plumbing, and HVAC equipment and components, typically found in a large sports stadium such as Levi's Stadium ("Stadium"). This work shall be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work within 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. Contractor shall maintain all necessary licenses to perform the work specified herein. Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various Mechanical, Plumbing, and HVAC systems at the Stadium, including but not limited to the following:

- Commercial Food Service Refrigeration Equipment
- Air Separators
- Expansion Tanks and Pot Feeder
- Pumps and Suction Diffusers
- Water Treatment Systems, to include:
    - Chemical feed equipment, conductivity controller, chemical pumps and water meters
    - Chemical Treatments for cooling towers and closed systems
- Cooling Towers Filtration and Basin Sweeping Systems
- Boilers
    - Natural gas modulating and condensing hot water boilers
    - Boiler Flues
- Heat Exchangers
- Cooling Towers
- Water to Water Heat Pumps (WWHP)
- Water Source Heat Pumps (WSHP)
- Variable Air Volume (VAV) Air Handling Equipment
- Variable Frequency Drives (VFD)
- Computer Room Air Conditioning (CRAC) Units
- Dehumidification Units
- Control Dampers
- Fire Smoke Dampers
- Fans (EF, RF, SEF, SF, SPF)
- Kitchen Pollution Control Units
- Kitchen Make-Up Air Units
- Roof Top Packaged Units
- VAV Air Handling Units (AHU)
- HVAC Related Seismic Restraints
- Integration with Building Management Systems
- Building Management System Service
- Mechanical Piping, Fittings, Valves, Duct, Dampers, Diffusers, Grilles, Plenums, Humidifiers, and other Miscellaneous Mechanical Equipment
- Utility Piping, Fittings, Grates, Cleanout Covers and other Common Plumbing Components
- Potable and Recycled Water Systems
- Sub-Metering Equipment
- Plumbing Fixtures to include, but not limited to:
    - Water Closet
    - Urinals
    - Lavatories
    - Sinks
    - Laundry Tubs
    - Floor Drains
    - Floor Sink
    - Eyewash Stations
    - Downspout Nozzles

    - Floor Cleanouts
    - Trench Drains
    - Trap Primer and Guards
    - Wall Hydrant
    - Hose Bibb
- Domestic Water Booster Pump
- Sewage Ejector and Sump Pump
- Water Heater (Gas and Fired)
- Grease and Sand/Oil Interceptor
- Backflow inspection, testing, and repair
- General Pumps
- Recycled Water Filter
- Water Softener System
- Ancillary services that are incidental and/or supplemental to the performance of primary services specified above.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log

must contain the following information:

a. Date of Service

b. Name of Technician(s)

c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings, O&M manuals, and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

    c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

    d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be

considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

SILICON VALLEY MECHANICAL, INC.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

RATE SCHEDULE

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Journey Level:					
Sheet Metal Worker - Foreman		$180.00	$270.00	$270.00	$290.00
Sheet Metal Worker - Shop		$170.00	$255.00	$255.00	$255.00
Sheet Metal Worker - Field		$170.00	$255.00	$255.00	$290.00
Plumber, Steamfitter, Refrigeration Fitter (HVAC) - Foreman		$180.00	$270.00	$270.00	$340.00
Plumber, Steamfitter, Refrigeration Fitter (HVAC)		$180.00	$270.00	$270.00	$340.00
Underground Utility Pipefitter - Foreman		$61.65	$81.50	$81.50	$101.34
Underground Utility Pipefitter		$53.61	$70.87	$70.87	$88.12
Apprentice Level:					
Sheet Metal Worker - 4th Period		$75.83	$98.28	$98.28	$120.73
Sheet Metal Worker - 5th Period		$80.20	$104.84	$104.84	$129.47
Sheet Metal Worker - 6th Period		$84.57	$111.39	$111.39	$138.21
Sheet Metal Worker - 7th Period		$88.94	$117.95	$117.95	$146.95
Sheet Metal Worker - 8th Period		$93.91	$124.50	$124.50	$155.67
Sheet Metal Worker - 9th Period		$155.00	$232.50	$232.50	$310.00
Sheet Metal Worker - 10th Period		$155.00	$232.50	$232.50	$310.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 4th Period		$91.99	$118.05	$118.05	$144.11
Plumber, Steamfitter, Refrigeration, (HVAC) - 5th Period		$96.64	$141.15	$141.15	$153.41
Plumber, Steamfitter, Refrigeration, (HVAC) - 6th Period		$101.50	$141.15	$141.15	$162.93
Plumber, Steamfitter, Refrigeration, (HVAC) - 7th Period		$105.22	$141.15	$141.15	$170.37
Plumber, Steamfitter, Refrigeration, (HVAC) - 8th Period		$155.00	$232.50	$232.50	$310.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 9th Period		$155.00	$232.50	$232.50	$310.00
Plumber, Steamfitter, Refrigeration, (HVAC) - 10th Period		$155.00	$232.50	$232.50	$310.00
Underground / Utility Pipefitter - 4th Period		$40.01	$50.54	$50.54	$61.07
Underground / Utility Pipefitter - 5th Period		$42.05	$53.60	$53.60	$65.15
Underground / Utility Pipefitter - 6th Period		$43.42	$55.66	$55.66	$67.89
Underground / Utility Pipefitter - 7th Period		$45.15	$58.25	$58.25	$71.35

		Straight-Time Weekday	Daily OT	Saturday	Sunday & Holiday
Underground / Utility Pipefitter - 8th Period		$46.87	$60.83	$60.83	$74.79
Underground / Utility Pipefitter - 9th Period		$48.60	$63.43	$63.43	$78.25
Underground / Utility Pipefitter - 10th Period		$49.97	$65.48	$65.48	$80.99
Laborer Level:					
Laborer - Foreman		$81.96	$102.02	$102.02	$122.07
Laborer		$71.27	$91.33	$91.33	$111.38
Operating Engineer Level:					
Operating Engineer - Foreman		$113.85	$151.35	$151.35	$188.84
Operating Engineer		$101.65	$135.13	$135.13	$168.61

Materials & Consumables Mark-Up		14%
Equipment Rentals Mark-Up		5%
Sub-Contractor Mark-Up		9%

Service Call Fee per Emergency Call / Repair (Per Incident, if applicable)		Portal-to-Portal

One-Time Start Up Costs		73.36

I. Pricing Structure and Requirements

1. Billable Labor Rates

a. The contractor shall be paid at the hourly rate specified above. These rates are fully burdened, including all fringe benefits, profit and overhead markups.

b. Definitions:

i. Daily Overtime: The rate applied for the first two hours worked beyond the standard 8-hour mark. This rate is applicable only to weekday work and excludes all Saturday, Sunday, and Holiday rates.

ii. Saturday: Fully burdened Saturday overtime hourly rate, inclusive of all fringe benefits.

iii. Sunday & Holiday: Fully burdened Sunday and Holiday overtime hourly rate, inclusive of all fringe benefits.

2. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
c. Where an individual repair part, or component, costs in excess of $1,500, the Contractor is required to get quotes from at least two separate suppliers and provide copies of these quotes to Stadium Manager.
d. If Stadium Manager issues an "emergency" task order, this requirement may be waived if Stadium Manager authorizes it.

3. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

4. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Pricing Review Schedule

a. The agreed upon rates and mark-up percentages are firm for the initial year term of the agreement, subject only to the prevailing wage adjustment provisions set forth in Bullet C.
b. Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any optional one-year options to renew the agreement after the initial term.
c. Increases shall not exceed 3% annually, unless applicable prevailing wage rate increases by more than 3%.
d. All price adjustments are subject to Stadium Manager's written approval. The Contractor must provide documentation that demonstrates to the Stadium Manager's satisfaction a price increase is warranted.

II. Invoicing Requirements

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

EXHIBIT "H"

SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Contractor: [INSERT NAME OF CONTRACTOR]

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

List any attachments: [INSERT ATTACHMENTS, IF ANY]

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

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____**,** 20___

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

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**SILICON VALLEY MECHANICAL, INC.**
Dated: _____	Dated: _____
By: _____	By: _____

EXHIBIT "I"

LEVI'S STADIUM – JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
12. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
13. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: April 2, 2026

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award RFP-FY25-0086 for Levi's Stadium Mechanical and Plumbing Maintenance and Repair Services

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc., (collectively, the "Agreements") to provide on-call as-needed mechanical and plumbing maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing April 1, 2026, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority (SCSA) approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Approve a contingency in the amount of one hundred twenty-five thousand dollars ($125,000), which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.

3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (c) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable

under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408 – see Table 1 below for details.

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reasons for Recommendation

Forty Niners Stadium Management Company LLC (Stadium Manager) is responsible for continuous year-round management, operations, and maintenance of the 1.85 million square foot Stadium. Given the facility's size, the Stadium Manager determined it is necessary to establish a bench of qualified, experienced contractors to provide mechanical and plumbing maintenance and repair services on an on call, "as needed," basis to ensure required management services are met.

There are several reasons to enter into contracts with three on-call mechanical and plumbing providers. First, having multiple providers under contract allows the Stadium Manager to seek competitive quotes from each provider when needed, thereby ensuring we receive the most competitive pricing for each service. Second, having multiple on-call electrical providers under contract enables us to select the provider whose expertise and strengths align with the specific repairs or specialty required for our complex facility. Third, our experience has shown that having more than two on-call providers is the best practice, allowing us to quickly address all repairs, including unexpected emergencies, thereby minimizing facility downtime. Having three on-call providers reduces the likelihood of scheduling delays or delays in urgent repairs due to provider scheduling.

The services performed include working on all aspects of the HVAC systems including resolving problems with air handling, cooling towers, refrigeration, supply and return fans, and exhaust fans. They have provided maintenance and repairs for various boiler systems. In addition, they have performed work on various plumbing systems ranging from repairing pipes to addressing sewer and storm drainage system issues

Stadium Manager has regularly used on-call mechanical and plumbing vendors for mechanical and plumbing repairs, and we anticipate a continued need, as Levi's Stadium is a complex, aging facility. Stadium Manager previously contracted with two on-call mechanical and plumbing vendors under a three-year agreement beginning September 7, 2021, and ending September 6, 2024, with an option to extend the term for two additional one-year periods. Total expenses for the first three-year term, in the aggregate, were $767,080.78, and total expenses in the aggregate for the five-year term through March 2026 are $998,074.78.

RFP Process:

On August 11, 2025, Stadium Manager issued Request for Proposals (RFP) to select a qualified firm for mechanical and plumbing maintenance and repair services at Levi's Stadium. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal https://49ers.bonfirehub.com/portal/. In addition to inviting firms from our established supplier list, Stadium Manager also invited suppliers registered on the portal with specific commodity

codes that offer these services. On September 4, 2025, Stadium Manager conducted a non-mandatory Pre-Proposal Conference and site visit at the Stadium. Stadium Manager conducted a comprehensive site visit and provided clarifications to questions from proposers. On September 16, 2025, Addendum #1 to the RFP was issued providing answers to questions from proposers. The RFP closed on September 25, 2025 at 3:00 p.m. (PT).

Five proposals were received from the following firms on or before the RFP due date and time.

1. ACCO Engineered Systems, Inc. (ACCO)
2. DLI Mechanical (DLI)
3. Mesa Energy Systems, Inc. (DBA EMCOR Services Mesa Energy) (Mesa)
4. RMI Mechanical Contractors (RMI)
5. Silicon Valley Mechanical, Inc. (SVM)

Evaluation Process:
An evaluation committee (EC) consisting of subject matter experts from Stadium Manager was formed. An Evaluators' Guide outlining the roles and responsibilities of the EC was provided to each EC member to review and execute the following forms to ensure that there was no conflict of interest in evaluating the proposals:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. DLI and RMI were deemed non-responsive and therefore eliminated from the review process. Three other firms met the basic requirements of the RFP submissions.

Consensus scores were utilized to compute an "average score," summarized below:

Evaluation Criteria	**ACCO**	**Mesa**	**SVM**
Proposal Responsiveness	Pass	Pass	Pass
Qualifications: Technical Capability, License, and Other Qualifications (35 Points)	32.67	33.00	33.33
Project Team Qualifications and Experience (35 Points)	32.33	33.67	33.00
Cost (30 Points)	15.48	13.73	30.00
Total	**80.48**	**80.40**	**96.33**

ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc. (each, a "vendor," and collectively, the "Vendors") were all determined to be within the competitive range, and each satisfied the requirements set forth in the RFP.

Stadium Manager negotiated various rates and costs, as applicable, with each Vendor based on their specific cost proposals. This process included securing competitive billable labor rates, as well as percentage markups for materials, equipment rentals, and subcontractors, and Vendor start-up costs. All business, legal, and cost discussions were completed, in accordance with Section 15 of the RFP.

Notice of Intended Award:
A notice of intended award (NOIA) was issued on March 12, 2026, announcing Stadium Manager's recommended Vendors. The RFP process includes a ten-day protest period, which commenced with the issuance of the NOIA. No protests were received.

Submission of Post-Award Submittals:
Once Stadium Manager receives approval from the SCSA Board, the agreement will be executed by both parties, and a copy will be forwarded to the SCSA. Supporting documentation has been provided for review and approval.

The Vendors require the commencement date of the contract in order to obtain the payment bond. Once Stadium Manager receives approval from the Stadium Authority Board, a firm contract commencement date will be finalized, at which time, each vendor will provide the requisite payment bond.

Fiscal Impact:
The cost for the on-call mechanical and plumbing maintenance and repair services is covered in the proposed FY26/27 SCSA Budget, Engineering Department budget, as a shared expense. As a shared expense, the Stadium Authority is responsible for fifty percent (50%) of the cost of the service.

Although the Agreements will be executed with three vendors, the annual not-to-exceed compensation of $250,000 will be calculated on an aggregate basis (not per vendor) each year. Language in the Agreements allows contractors to negotiate rate increases for contract years two through five (April 1, 2027-March 31, 2031). Many of the labor positions covered by these agreements are unionized and subject to collective bargaining agreements that include built-in wage and fringe benefit escalation provisions set by the Department of Industrial Relations.

To address this, and to ensure consistent service levels across all contract years, a delegation of authority is requested, authorizing the Executive Director to approve contract amendments to adjust the rates and to increase the not-to-exceed amounts of the Agreements for contract years two through five by up to five percent (5%) over the prior year's amounts. Any increase remains subject to available Stadium Authority budget appropriations.

Additionally, a contingency of up to $125,000, equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amounts payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years) is requested and may be used as necessary in any contract year to promptly address costs, ensuring business continuity and completion of needed mechanical and plumbing maintenance and repair services at Levi's Stadium without disruption. Use of contingency funds is subject to Executive Director approval and appropriation of funds.

These Agreements do not guarantee any minimum amount of work for any Vendor. All services will be performed as needed through task orders issued by the Stadium Manager and within the approved budget.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years 2 through 5.

Table 1 Cost Summary

Description	**"Combined" NTE**
Year 1 (4/1/26-3/31/27)	$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	$275,625
Year 4 (4/1/29-3/31/30) + 5% increase	$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	**$**303,877
Contingency	$125,000
Total Not-to-Exceed Maximum Compensation	$1,506,408

26-705 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Blair, Church & Flynn Consulting Engineers for Design Professional Services for the Citywide Electric Vehicle Charging Stations Installation Project and Related Budget Amendments (DEFERRED FROM JUNE 9, 2026)

BACKGROUND

Over the last several years, Silicon Valley Power (SVP) has led efforts to install Electric Vehicle Charging Stations (EVCS) at various City-owned public and fleet sites including the Central Park Library, City Hall, Mission Branch Library, Northside Branch Library, Senior Center, Park Services Center, Triton Museum, Community Recreation Center, Convention Center, Tasman Garage, Police Station, Street Corporation Yard, and at multiple parks.

To support the future installation of additional EVCS at City-owned public and fleet sites, the City applied for and was awarded funding under SVP's Municipal Government and Nonprofit EV Charging Station Grant Program. This program supports the electrification of municipal and nonprofit fleets in Santa Clara, advances sustainability and climate action goals through expanded public and workplace Electric Vehicle charging infrastructure and helps reduce citywide emissions.

The Citywide Electric Vehicle Charging Stations Installation Project (Project) proposes to install EVCS at various City-owned public and fleet sites, including at Fire Stations 2, 6, and 8, Mission City Memorial Park, the Don Von Raesfeld Power Plant, the Street Corporation Yard, the Santa Clara Police Department, Central Park Library, the Senior Center, City Hall, and at the Community Recreation Center. The specific improvements, including the Project locations, numbers of chargers, and types of chargers, are subject to refinement and change during the course of the Project based upon further engineering design, available construction budget, and coordination with internal City departments based on needs. The design and construction phase of this Project is being led by the Public Works Department.

In order to prepare the Project for design and public works bidding, the City needs to retain a consultant to provide comprehensive engineering design services.

DISCUSSION

Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process. Under this process, proposers are evaluated based on their demonstrated competence and qualifications, and the most qualified proposer(s) is selected, subject to the negotiation of fair and reasonable compensation.

In December 2025, a competitive Request for Proposals (RFP) was published on the City's e-

procurement platform, which was viewed by over 100 members, including consultants, plan rooms, and builder exchanges, among others. Additional firms were able to view the RFP as members of various plan rooms and builder exchanges. Staff also provided direct notifications to consultants who had viewed similar projects in the past.

The City received nine proposals from: Blair, Church & Flynn Consulting Engineers; Glumac, Inc.; Kimley-Horn; NV5 Clean Energy; AECOM; One Asplundh; Watry Design, Inc.; IPS; and Electrical Advantage Engineering. A proposal review panel consisting of staff from the Department of Public Works Design, Field Services, and Fleet divisions evaluated each proposal based on the criteria outlined in the Request for Proposals (RFP), including responsiveness to the RFP, qualifications of the firm, project approach, ability to meet the proposed schedule, and relevant project experience.

Based on the panel's evaluation, staff recommends awarding the agreement to Blair, Church & Flynn Consulting Engineers (BCF). BCF demonstrated a strong understanding of the Project requirements and presented a comprehensive and effective approach to addressing the services identified in the RFP. BCF also brings extensive engineering experience within California and a proven track record of successfully delivering similar projects.

The proposed Agreement (Attachment 1) includes a negotiated scope of services and fees based upon the understanding of the services required for the Project. The scope of services generally includes preliminary engineering, preparation of construction documents, bidding support, construction support, and project closeout. Staff recommends entering into an agreement with BCF to provide design professional services for the Project. The agreement includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the project and future discretionary approvals are required by the City to approve the project for construction. Environmental review in accordance with CEQA will occur as part of the design and approval process.

FISCAL IMPACT

The proposed Agreement is for a total not-to-exceed amount of $1,374,595, consisting of $1,195,300 for basic services and $179,295 for additional services.

Funding for the Agreement is available through the award from SVP's Municipal Government and Nonprofit EV Charging Station Grant Program. SVP notified the City of approval of approximately $11,000,000 for the Project under the grant program.

Staff recommends establishing a new project titled "Citywide Electric Vehicle Charging Stations Installation Project" in the Public Buildings Capital Fund and transferring $1,484,595 from the Greenhouse Gas Program in the Electric Operating Grant Trust Fund to the new project. This amount will fund the Project's design phase and includes the total not-to-exceed amount of $1,374,595 for the Agreement plus $110,000 for project delivery costs, including engineering, permit fees, and other design phase costs.

Additional funding necessary for the construction phase of the Project, including the additional appropriation of remaining awarded grant funds, will be brought forward for Council's consideration at a future date.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
Electric Operating Grant Trust Fund (Fund 191)			
Transfers To			
Public Buildings Capital Fund	$0	$1,484,595	$1,484,595
Ending Fund Balance			
Greenhouse Gas Program	$12,068,064	($1,484,595)	$10,583,469
Public Buildings Capital Fund (Fund 538)			
Transfers From			
Electric Operating Grant Trust Fund	$0	$1,484,595	$1,484,595
Expenditures Citywide Electric Vehicle Charging Stations Installation (New Project)	$0	$1,484,595	$1,484,595

COORDINATION
This report has been coordinated with the Finance Department, Silicon Valley Power, 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Approve and authorize the City Manager to execute an agreement with Blair, Church & Flynn Consulting Engineers for design professional services for the Citywide Electric Vehicle Charging Stations Installation Project with maximum compensation not-to-exceed $1,374,595 and a term through December 31, 2031, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute amendments to the agreement to make modifications as needed, including time extensions, subject to the compensation limit and appropriation of funds, in final forms approved by the City Attorney; and
3. Approve the following Fiscal Year 2025/26 budget amendments:

a. In the Electric Operating Grant Trust Fund, decrease the Greenhouse Gas Program Ending Fund Balance and establish a transfer to the Public Buildings Capital Fund in the amount of $1,484,595 (five affirmative Council votes required for the use of unused balances); and
b. In the Public Buildings Capital Fund, establish the new Citywide Electric Vehicle Charging Stations Installation Project and recognize a transfer from the Electric Operating Grant Trust Fund and in the amount of $1,484,595 (five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Agreement

EBIX Insurance No. S200005883

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS FOR THE CITYWIDE ELECTRIC VEHICLE CHARGING INSTALLATION PROJECT

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Blair, Church & Flynn Consulting Engineers, 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." Throughout this Agreement "Contractor" and "Consultant" are used interchangeably and refer to Consultant.

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. 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,

D. 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 – Labor Compliance Addendum

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

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 upon the date this Agreement is signed by both parties and terminate on December 31, 2031. Services may not commence until City issues a written notice to proceed.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate 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 design professional responsible for their preparation.

4. WARRANTY

Consultant expressly warrants that all 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 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 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.

All 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.

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 million three hundred seventy-four thousand five hundred ninety-five dollars ($1,374,595) 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. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

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

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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

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 – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Blair, Church & Flynn Consulting Engineers
Attention: David Mowry
451 Clovis Avenue, Suite 200
Clovis, CA 93612

and by e-mail at Dmowry@bcf-engr.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.

26. STATEMENT OF ECONOMIC INTERESTS

Due to the nature of the Services to be performed, and if they are designated positions required to file by the City of Santa Clara Conflict of Interest Code, designated employees of Consultant shall promptly file a Statement of Economic

Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS
a California corporation

Dated: _____

By (Signature): _____

Name: David Mowry

Title: President & CEO

Principal Place of Business Address: 451 Clovis Avenue, Suite 200, Clovis, CA 93612

Email Address: Dmowry@bcf-engr.com

Telephone: (559) 326-1400

Fax: (559) 326-1500

"CONSULTANT"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS
FOR THE
CITYWIDE ELECTRIC VEHICLE CHARGING INSTALLATION PROJECT

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

I. GENERAL

Objective

The City's Objective is for Consultant to provide all design professional services necessary to design and implement electric vehicle chargers (EVCS) for both public and city-owned fleet vehicles in an effort to meet the City's goal to reduce greenhouse gas emission and California's Advanced Clean Fleets regulation as contemplated in the City's Request for Proposals (RFP), the Consultant's response to the RFP (Proposal), and as described herein this Agreement.

This Scope of Services is anticipated as necessary to meet City's objectives. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Background and Project

On December 5, 2025, the City was programmed to receive grant funding from Silicon Vally Power under the Municipal Government and Nonprofit EV Charging Station Grant to install various EVCS citywide, which include the following locations:

No.	Location	Address	EVSE Type	Public/ Fleet	Charging Stations	Level 2 Total ports (fleet)	Level 3 Total Ports (fleet)	Level 2 Total ports (public)	Level 3 Total Ports (public)
1	Fire Station 2/Training Center	1900 Walsh Ave	Level 2	Fleet	3 dual port	6	0	0	0
2	Fire Station 6	888 Agnew Rd	Level 2	Fleet	2 dual port	4	0	0	0
3	Fire Station 8	2400 Agnew Rd	Level 2	Fleet	2 dual port	4	0	0	0
4	Mission Cemetery	420 N Winchester Blvd	Level 2	Fleet	1 dual port	2	0	0	0

5	Utility Yard – DC Fast Chargers	1715 Martin Ave	DCFC	Fleet	2 dual DCFC	0	4	0	0
5	Utility Yard	1715 Martin Ave	Level 2	Fleet	20 dual	40	0	0	0
6	Santa Clara Police Department	601 El Camino Real	Level 2	Fleet	10 dual	20	0	0	0
7	Central Park Library (option 2 - from SVP pole)	2635 Homestead Rd	Level 2 and Level 3	Public	Combination	0	0	8	1
8	Senior Center (back lot)	1303 Fremont St	Level 2	Public	1-dual	1	0	0	0
9	City Hall	1500 Warburton Ave	Level 2 and Level 3	Public and Fleet	15 dual	6	4	8	4
10	CRC	969 Kiely Blvd	Level 2	Public and Fleet	1-dual	1	0	0	0
11	DVR Power Plant	850 Duane Ave	Level 2	Fleet	3-dual	6	0	0	0

This Agreement provides design professional services for a project entitled Citywide Electric Vehicle Charging Installation Project (Project) to install EVCS consistent with the above-referenced table.

Baseline Solution

The professional services necessary for the design and installation of the above table of EVCS locations is considered the Baseline Solution for the purposes of the Agreement. The City reserves the right to change or modify the locations, the Electric Vehicle Supply Equipment (EVSE) type(s), the number of ports, or other changes or modification based on City's needs. Consultant shall incorporate any changes or modifications as directed by City as needed to meet City's needs.

Should there be deviations from the Baseline Solution that results in services or fees being materially or significantly different than represented for the Baseline Solution, the Scope of Services and Schedule of Fees shall be addressed by City and Consultant in an amendment to this Agreement prior to Consultant proceeding with any services deviating from the Baseline Solution.

This Scope of Services and Schedule of Fees represents all design professional services to be provided by Consultant as necessary to implement the Baseline Solution.

Description of Services

Consultant is expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the Project; and to provide the expertise, guidance, advice, and assistance in accomplishing the objective.

Below is a general description of the of services to be provided by Consultant deemed necessary to meet the Project Objective under the Agreement; however, it is the responsibility of Consultant to independently assess the Project and provide any such services as deemed necessary to meet the Objective for the Project.

Consultant shall:

1) Perform all design professional engineering services in accordance with the Department of Transportation Standard and Details, City Standard Plans and Specifications, City Parks and Recreation Standard Specifications and Details, American Disability Act (ADA) Design Guidelines, CalOHSA, latest building and fire codes, Municipal Regional Permit, General Construction Permit, County of Santa Clara permit and other applicable codes and standards, and other applicable codes and standards recommended by the Consultant. The City shall have the right to review all drawings, specifications, and other documents and electronic records relating to such services.

2) Perform detailed site assessment and investigation.

3) Review all existing as-builts and available data.

4) Perform all necessary geotechnical engineering assessments.

5) Perform all necessary soil sampling to characterize necessary offhaul of materials.

6) Identify potential traffic issues affecting local residents and include construction contract language to minimize disruption and impacts.

7) Assist the City in coordinating with outside agencies for any potential utility conflicts presence.

8) Coordinate with outside entities using City's Notice to Intent to Construct forms, or similar process at Consultant's discretion, to obtain existing utility maps for the area. Consultant shall be responsible for ascertaining which utilities have presence at the site(s) in order to obtain the maps.

9) Identify any potential CEQA and environmental impacts based on the proposed improvements.

10) Complete field investigations of all infrastructure that will be affected by Project. Based on the field investigations, prepare plans showing any existing infrastructure including utilities that have potential conflicts with the Project.

11) Prepare plans showing all existing manholes, catch basins, utility covers, cabinets, pull boxes, poles, structures, or other surface features.

12) Prepare plans showing all existing utility wires, conduits, and pipes.

13) Prepare plans showing all landscaping, trees, and irrigation pipes and valve covers.

14) Recommend potholes if necessary to positively locate potential utility conflicts.

15) Incorporate lessons learned from previous similar projects.

16) Provide assistance in obtaining all required permits, as necessary;

17) Evaluate and survey existing site and constraints, including access.

18) Conduct a detailed review of existing utilities and coordinate with the City and other utility providers to confirm capacities, connection points, and any relocation or upgrade requirements. Utilities for review include, but are not limited to the following:

    a. Electrical
    b. Sanitary Sewer
    c. Fiber
    d. Storm drain
    e. Water
    f. Recycled water.

19) Provide full engineering design services including, but not limited to, surveying, geotechnical, structural, civil, mechanical, electrical, low voltage, plumbing, fire protection, and stormwater as applicable.

20) Support the City through all required permitting processes, including coordination with the City's building official or Building Department, Fire Department, regulatory agencies, utility companies, environmental authorities, and other applicable jurisdictions.

21) Design to meet City's solid waste requirements.

22) Submit a plan of work for the City's review and approval prior to proceeding with any field work that involves subsurface excavation and/or coring.

23) Provide Americans with Disabilities Act (ADA) compliance design for related improvements.

24) Assess existing building structural elements to determine potential upgrades to install EVCS.

25) Provide all necessary calculations required by building codes, including calculations required for the project.

26) Identify lead times for specialty equipment and materials in order to facilitate the project schedule. Determine needs and help facilitate orders as soon as possible. Consultant shall be required to contact applicable manufacturers and contractors to obtain accurate lead time for specialty equipment and materials.

Consultant Structure
Consultant shall provide the Services described herein through a Project team, comprised of Consultant and sub-Consultants identified as follows:

1. Consultant: Blair, Church & Flynn Consulting Engineers
2. Sub-Consultants to Blair, Church & Flynn Consulting Engineers:
    a. Ground Penetrating Radar Systems, LLC
    b. Digging Done Right LLC dba Hydro Pros

Any changes to the consultant structure through the course of services is subject to approval in writing by City. All services described in this Scope of Services shall be self-provided by Blair, Church & Flynn Consulting Engineers unless specifically described otherwise, or otherwise approved in writing by City.

II. RESPONSIBILITIES OF CITY

City will provide the following information and support for the Project as-available and applicable:

A. Record drawings (as-available).
B. City's Standard Details, Specifications, Benchmark, and Design Criteria.
C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles (as-available).
E. Payment of permit application fees with other internal departments, if required.
F. Filing exemption under the California Environmental Quality Act, if applicable.

Consultant shall review the information provided by City to verify completeness and identify any missing information that is necessary for design.

III. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes professional Services required to design and prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of the Project. The following Tasks shall be completed by Consultant.

PROJECT MANAGEMENT

Consultant shall:

1) Manage its team and overall Project activities consistent with the direction from City in order to meet Project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update City on the overall progress of Project.

2) Submit plan of work to City for review and approval prior to proceeding for any field work that involves subsurface excavation and/or coring.

3) Organize and attend Project meetings with City to discuss Project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key Project milestones and shall include, but are not limited to:

    a. Kick-off and Field Visit Meeting
    b. Preliminary/Evaluation Meeting
    c. 65% Design Review Meeting
    d. 95% Design Review Meeting
    e. 100% Design Review Meeting
    f. Applicable construction related meetings
    g. Any other meetings identified in this Agreement

4) Coordinate with City, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of Project as well as the Quality Assurance/Quality Control (QA/QC) activities for Project deliverables.

5) Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at construction contract award. Schedule shall show significant milestones for Project. Consultant shall notify City if there are delays or potential delays in any phase of Project. In such cases, Consultant shall make up the schedule in subsequent phases of Project or provide information to City substantiating a request for time extension (which may not be approved). The schedule shall be always maintained and shall be updated each time progress and milestones are achieved and/or changed.

6) Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as a project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated City staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding Project moving forward raised by City or Consultant. During the course of Services while there is active work on the Project, Consultant shall schedule and attend brief bi-weekly (every other week) conference calls with City. The purpose of the bi-weekly conference calls will be to keep City appraised on the Project's progress

and address any issues that may arise during the course of Services.

7) Provide monthly progress reports.

8) Stakeholder Coordination: Consultant shall coordinate with Project stakeholders as needed to inform each stakeholder of Project work and incorporate any necessary accommodations into the final submittal documents.

9) Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow-up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

10) Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

11) Invoicing and Contract Administration: Consultant administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the Consultant's basic hourly rates and shall not be billed.

12) City Project Management Software: City at the time of this Agreement employs the use of internet-based e-builder project management software. Consultant shall cooperate with City and use the software as directed by City, including submitting invoices via the software.

13) Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

<u>Deliverables:</u>

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each Project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

TASK 1: PRELIMINARY ENGINEERING AND EVALUATION

1.1 Attend Project Kick-Off Meeting.

1.2 Perform all necessary assessments and investigations to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed work to determine applicable codes and ordinances. Review all necessary as-builts to understand existing conditions in order to prevent utility conflicts and changes during construction.

1.3 Consultant shall perform a field review of Project location(s) and prepare field notes that generally describe conditions that may affect the work, such as existing conditions, visible surface utility information, traffic conditions, physical obstructions, and construction access.

1.4 Review existing geotechnical and geologic information, including previous studies and as-built drawings as available, for any potential issues associated with excavation. Notify City if there could be any expected complications with the excavations based on review of the existing information.

1.5 Contact all regulatory agencies that will affect the proposed work to determine applicable codes and ordinances.

1.6 Collect as-built record drawings/maps for storm drain pipelines, utilities and roads within the site and vicinity of Project sites. Review all necessary as-builts to understand existing conditions, verify completeness and identify any missing information that is necessary for design in order to prevent utility conflicts and changes during construction. For information that is required for non-City maintained facilities, contact the appropriate owner to obtain information, as needed.

1.7 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, and structural.

1.8 Any damage that occurs to existing sidewalk, landscape, utility pipes, conduits, etc., during the construction shall be repaired.

1.9 Perform needed topographic survey for existing sites, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the design plans.

1.10 Perform all necessary environmental assessment and predemolition surveys, as applicable for the Project.

1.11 Perform all necessary accessibility assessment and surveys to meet latest

building codes and accessibility regulations.

1.12 Perform all necessary utility modeling and calculations for applicable upsize and upgrades to meet Project Objectives.

1.13 Consultant shall prepare a Notice of Intent to Construct (NOI) on City's standard NOI form, or similar process at Consultant's discretion, and submit it utility operators in order to gather records for existing utilities at Project locations. Location map exhibits will be required to be submitted as part of the NOI. Consultant shall provide City a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide City all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within Project limits that may be impacted by the work.

1.14 All data collected from the field shall be provided to the City for records. Prior to performing data collection, Consultant shall provide a work plan to City for review and approval. No work shall be performed unless authorized by City.

1.15 Based upon the review of the existing conditions evaluate alternative methods to upgrade existing system and propose recommendations to City for the most appropriate upgrade method. Consider factors such as cost, constructability, capacity after upgrades, diversions and bypassing, redundancies, service life, and future operations and maintenance considerations for the upgraded facilities.

1.16 Based upon the recommended method evaluate and propose recommendations for programing the upgrades into construction bid packages in order to perform the upgrades as cost effectively and efficiently as possible. Formalize the findings under this Task for City's review and approval.

1.17 Provide preliminary Project estimate that includes an itemized list of bid items for construction. Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. Consultant shall provide the assumptions and supporting documents used to prepare the estimate. Project estimate shall consider the following factors:

1.17.1 Recent similar Projects bid in the Bay Area, especially in the South Bay.
1.17.2 Current economic trends.
1.17.3 When Project will be bidding.
1.17.4 When construction will occur.
1.17.5 The risks that contractors need to consider for Project.

1.18 Develop a project schedule. Schedule shall include all needed times to complete all tasks, including City's review time, permitting process, and construction period.

1.19 Any work that affects the public right-of-way, which includes geotechnical boring, potholing, excavation, and other that are similar in nature requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on City's website and typically include traffic control plan, work plan, insurance, re-establishment plan, and other necessary documents. City will pay for all related encroachment application fees; however, Consultant shall bear all costs related to submitting the encroachment permit applications.

1.20 Environment Review – Exemption: It is anticipated that the Project to be designed and constructed will be determined as either categorically exempt under the California Environment Quality Act (CEQA) Guidelines 15302 (c), Replacement or Reconstruction.

1.21 Consultant shall review the preliminary designs for the proposed upgrades to recommend CEQA determination and regulatory permits needed, if any, and prepare a brief memorandum to document and support the recommendation. Should any services beyond an exception (such as an Initial Study – Mitigated Negative Declaration) become required to ensure the upgrades comply with CEQA, such work shall be considered Additional Services.

1.22 In accordance with the anticipated exemption, Consultant shall prepare a Notice of Exemption for the qualifying upgrades included in Project. The Notice of Exemption will be submitted in draft for the City review and revised/finalized for submittal based on the City reviews. Consultant shall file the Notice of Exemption on behalf of City. City will pay the County/CDFW filing fees.

<u>Task 1 Deliverables – Electronic format:</u>

1. Notice of Intent to Construct Form(s)
2. Draft Schematic Plans – One (1) PDF
3. Preliminary Budget Estimate – One (1) PDF
4. Project schedule – One (1) PDF
5. Field notes and photographs
6. Meeting Minutes – One (1) PDF
7. Memorandum of CEQA Determination Recommendation, Draft Notice of Exemption – (1) PDF, Submittal-Ready Notice of Exemption (PDF) if required.

TASK 2: 65% CONSTRUCTION DOCUMENTS

Based on the approved schematic plans, approved project scopes, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

2.1 Prepare 65% construction documents and supporting information for City's review. Consultant shall follow City's Design Criteria and plan format to prepare 65% Plans and supporting information for City's review. Plans with details of major design components as necessary such as: Site Plan, Existing Condition, Proposed Improvement, Traffic Control Plan, Details, and other pertinent information for City to review and provide comments.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.

All potential utility conflicts shall be discussed with City and coordinated with each respective utility agency to clear all conflicts. Project plan shall clearly identify all existing utilities that will be and potentially be impacted during construction.

2.2 Prepare Project estimate that includes an itemized list of bid items. Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the estimate. Project estimate shall consider the following factors:

2.2.1 Recent similar projects bid in the Bay Area, especially in the South Bay.
2.2.2 Current economic trends.
2.2.3 When Project will be bidding.
2.2.4 When construction will occur.
2.2.5 The risks that contractors need to consider for Project.

2.3 Develop Project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.

2.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

2.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

2.6 City will circulate the submittal package to internal City departments for review and comments. Consultant shall be responsible for submitting the package to external stakeholders if required. Consultant shall prepare written responses to all written comments received. All redlined drawings shall be returned with Consultant's response on the redlined drawings.

2.7 Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Consultant shall conduct a 65% comments review meeting with City to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate City's comments.

2.8 Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.

Task 2 Deliverables – Electronic format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
3. Project schedule – One (1) PDF and one (1) Microsoft Project file.
4. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
5. Miscellaneous Project information (as requested).
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
7. QA/QC records and peer review records.

TASK 3: 95% CONSTRUCTION DOCUMENTS

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

3.1 Prepare 95% construction documents and supporting information for City's review and approval.

3.1.1 Construction details of proposed improvements shall be included in the 95% Plans.

3.1.2 Provide technical specifications.

3.1.3 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information,

summary of work, measurement, and payment for bid items, permitting and agency regulatory requirements, etc.

3.2 Prepare an updated engineering cost estimate.

3.3 Prepare an updated Project schedule.

3.4 Meet with City staff, as needed, to review City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

3.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

3.6 Provide written response matrix to City's comments on 65% PS&E.

3.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.

3.8 Provide required information to City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications shall include, but not be limited to, the following:

a. Description of work – summary only
b. Type of Contractor's License required.
c. Construction Duration for substantial completion and final completion
d. Bid schedule without engineer's estimate in excel spreadsheet.
e. Bid schedule with engineer's estimate in excel spreadsheet.
f. Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values)
g. Identification of any changes to City's Standard Specifications that are required

<u>Task 3 Deliverables – Electronic format</u>:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Updated Project schedule – One (1) PDF and one (1) Microsoft Project file.
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.

6. Quality control checklist for 95% design submittal.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
8. Required information to City's Project Specific Specification Book
9. QA/QC records and peer review records

TASK 4: 100% CONSTRUCTION DOCUMENTS

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall:

4.1 Prepare 100% construction documents and supporting documents.

4.1.1 Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by CONSULTAN's Engineer of appropriate discipline.

4.1.2 Specifications shall be stamped and signed (on Document 00030 – Seals) by Consultant's Engineer in Responsible Charge.

4.2 Prepare an updated Engineering Cost Estimate with backup and justifications for pricing.

4.3 Prepare an updated Project Schedule.

4.4 Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, Consultant Peer Review Certification, Consultant Lessons Learned from other similar projects that were applied to Project.

4.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.

4.6 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.

A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

4.7 Prepare and submit a Special Inspection Form for Project, if applicable.

4.8 Meet with City staff as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

4.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

4.10 Provide written response matrix to City's comments on 95% PS&E.

4.11 Provide list of potential bidders including company name, email address, contact number, and address of business.

4.12 The City shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified. After the 100% Design Submittal Package has been deemed acceptable, City staff will then submit the 100% Design Submittal Package to the Building Division and Fire Department for review and approval.

Task 4 Deliverables – Electronic format:

1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
3. Structural Calculations if required – One (1) PDF.
4. Certification of Peer Review – One (1) PDF
5. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
7. Certification of Peer Review – One (1) PDF.
8. Quality control checklist for 100% design submittal.
9. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
10. QA/QC records and peer review records

TASK 5: BID DOCUMENTS

The Bid Documents shall incorporate all comments from City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved

in Project. Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

5.1 Incorporate City review comments of 100% PS&E into Bid Documents.

5.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package. Consultant make sure to address all comments from the permit issuer. Noted that the project cannot move forward with bid documents without resolving any comments from the permit issuer.

5.3 Prepare Bid Documents (P&S).

5.3.1 Bid Plans shall be wet stamped and signed by Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.

5.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.

5.3.3 Final Engineer's Estimate

5.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

5.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review, team members involved, and signature of the project manager.

<u>Task 5 Deliverables – Electronic and hard copy format:</u>

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Bid Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
4. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
5. Quality control checklist for bit set submittal.
6. QA/QC records and peer review records

TASK 6: BID AND AWARD PHASE ASSISTANCE

Consultant shall provide assistance to City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested. All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

Upon request, Consultant shall:

6.1 Attend and conduct one Pre-Bid Conference/Site Visit.

6.2 Assist City with responses to bidder's inquiries through City's Project Manager.

6.3 Assist City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.

6.4 Assist City in evaluating bids (if required by City).

6.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

6.6 Prepare bid summary that includes bid costs from all bidders and engineer's estimates. Consultant shall perform detailed QA/QC and provide the bid summary to the City within 3 calendar days from bid opening date.

Task 6 Deliverables – Electronic format:

1. Written response to bidder's inquiries, if needed – Signed PDF.
2. Addenda to the Bid Documents, if needed – Signed PDF.
3. Written recommendation letter to award of contract for Project, if needed – Signed PDF.
4. Conformed Set, if needed – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

TASK 7: CONSTRUCTION PHASE ASSISTANCE

The City's Field Services Division will have primary responsibility for construction management and inspection. Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the award of construction contract and terminates on the date City approves the notice of completion of Project. All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

The amounts included in the Schedule of Fees are based upon the Consultant's experience and judgment of the services anticipated to become provided for the

Project by Consultant based on the Baseline Solution.

Upon request, Consultant shall:

7.1 Consultant will assist City in providing administration of the contract for construction. Duties, responsibilities and limitations of authority of Consultant shall not be restricted, modified, or extended without written agreement of City.

7.2 Consultant shall attend the Pre-construction meeting.

7.3 Consultant shall plan for 10 construction site visits. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meetings, and other meetings as required by City. Consultant's subconsultants shall visit the site as required when work related to their discipline is in progress.

7.4 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Consultant shall plan for up to 10 visits.

7.5 Consultant shall attend bi-weekly virtual construction meetings for the entire construction duration. Consultant will be required to support City with various construction questions and concerns and provide timely response.

7.6 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.

7.7 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact Project schedule.

7.8 Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by City, Consultant shall review Change Order (CO) pricing and provide written responses for City's review and finalizing said Cos.

7.9 When requested by City, Consultant shall conduct reviews to assist City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

7.10 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

7.11 Consultant shall perform a walk-through of Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of Project site with City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.

7.12 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.

Task 7 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.
4. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.

TASK 8: POST-CONSTRUCTION PHASE

All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

If requested, Consultant shall:

8.1 Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a

copy of each drawing for its permanent file.

8.2 At the City's discretion, the City may consider red-lined drawings prepared by Contractor or prepared by City to serve as the Record Drawings for the project and in such case, Consultant shall review the red-lined drawings for accuracy based upon Consultant's knowledge of the construction.

Task 8 Deliverables – Electronic and hard copy format:

1. Record Drawings – One (1) PDFs and one (1) AutoCAD files.

OPTIONAL SERVICES:

Optional Services are defined as Services that have been mutually contemplated by City and Consultant as potentially becoming necessary to meet the Project Objective and within the Baseline Solution, but the performance of Services by Consultant will be determined by City during the course of Services. Optional Services are further defined as having a specific scope of Services with associated fees provided in the Schedule of Fees.

Consultant shall proceed with Optional Services only upon written authorization to proceed by City, and shall only be invoiced if agreed by City and Consultant in writing prior to performing Services.

Fees for Optional Services shall be considered as a subset of the fees for Basic Scope of Services as described in the Schedule of Fees.

At the request of the City, Consultant shall provide a detail work plan to the City for review and approval as part of the authorization process of each Optional Task.

Optional Task 1: Soil Identification

Consultant shall take various soil samples of the area that will be impacted by subsurface excavation. These various soil samples shall be tested and characterized for offhaul based on Class III, Class II, and Class I in accordance with the State and Federal hazardous waste regulations.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 2: Impacted Soil Delineation

In the event that impacted soils are discovered during soil sampling, the City may choose to perform additional soil sampling to limit the extent of Class I or Class II soils for disposal. This scope is projected as results from one sampling event may indicate additional step out sampling if required.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 3: Soil Management Plan

In the event that impacted soils are reported onsite, Consultant shall prepare a Soil Management Plan to guide contractors on safe handling and disposal requirements. The Plan shall include the following items at the minimum:

- Provide protocols for removal of impacted soil at the site and procedures for managing unanticipated hazardous debris or soil if encountered during construction.
- Minimize the potential for impacted soil to be encountered during construction activities.
- Minimize or eliminate potential exposure of receptors to impacted soil through direct contact, ingestion, and inhalation during planned construction.
- Minimize or eliminate the potential for uncontrolled migrations of impacted soil during construction.
- Comply with local, state, and federal regulations.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 4: Utility Potholing

Perform utility potholing to locate underground utility lines or to confirm any conflicts with the existing utilities. Potholing is assumed to be no more than 6’-0” deep.

a) Identify the locations of potholes.
b) Confirm the locations with the City.
c) Potholing contractor shall obtain no-fee encroachment permit prior to excavation.
d) The contractor shall provide traffic control plan and comply with City potholing requirements.
e) Resolve conflicts if any are found.

The Schedule of Fees included in Attachment B is a budget allowance established by Consultant. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 5: Arc Flash Analysis & Labeling

Consultant shall review switch gear, panel breakers, and other electrical information, then perform an Arc Flash Analysis to determine required personal protective equipment and safe work practices.

The Schedule of Fees included in Attachment B is a budget allowance established by Consultant. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 6: Additional EVCS Level 2 Design (this optional task assumes 20 additional ports)
Consultant shall design additional EVCS level 2 ports for both current sites and new sites, as directed by the City.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

Optional Task 7: Additional EVCS Level 3 Design (this optional task assumes 10 additional ports)
Consultant shall design additional EVCS level 3 ports for both current sites and new sites, as directed by the City.

The Schedule of Fees included in Attachment B is a budget allowance established by City. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS
FOR THE
CITYWIDE ELECTRIC VEHICLE CHARGING INSTALLATION PROJECT

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, including Optional Services, as stated in **Exhibit A**, Scope of Services, shall not exceed the sum of $1,195,300. The amount billed to City for Additional Services shall not exceed the sum of $179,295. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed $1,374,595, subject to budget appropriations.

Consultant shall bill City on a monthly basis based on the Services provided by Consultant during the invoice period and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed and deliverables completed for each task during the invoice period. The invoice shall describe the Task completed, percentage of Services and deliverables completed by Task, and total invoice amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice. All invoices shall provide a written description of Services performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

Subconsultant(s) invoice(s) pass-through billed through Consultant to City shall be consistent with the terms contained within this Agreement. Consultant shall be responsible for ensuring conformance of each subconsultant invoice with these terms, including the fees allocated for each Task, prior to billing City.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown in the table that follows, shall be the Consultant's full compensation for all the Consultant Services required for

the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate fees amongst Tasks or to or from Additional Services or Optional Services at the City's sole discretion. The Consultant shall bill for services provided under the appropriate Task and will not be allowed to charge to future or inactive Tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the Services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, and the table that follows, require pre-approval in writing by City prior to performing any Services under the Task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the Services to be provided. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the table that follows table include all subconsultant fees, profit, and administrative markups. The following table is a summary of the Tasks based upon the negotiated Cost Proposal, submitted by Blair, Church & Flynn Consulting Engineers April 9, 2026 and agreed by City and Consultant, incorporated herein to this Exhibit B by reference.

Cost Proposal Summary:

Description		Amount
Services		
Task 1	Preliminary Design	$ 229,200
Task 2	65% Construction Documents	$ 77,000
Task 3	95% Construction Documents	$ 69,600
Task 4	100% Construction Documents	$ 49,400
Task 5	Bid Documents	$ 26,400
Task 6	Bid Support Assistance	$ 46,800
Task 7	Construction Support	$ 42,000
Task 8	Record Drawings and Project Close-out	$ 38,400
	Subtotal	$ 578,800
Optional Services		
	Optional Task 1: Soil Identification	$ 80,000
	Optional Task 2: Impacted Soil Delineation	$ 80,000
	Optional Task 3: Soil Management Plan	$ 80,000
	Optional Task 4: Utility Potholing	$ 27,000
	Optional Task 5: Arc Flash Analysis & Labeling	$ 49,500
	Optional Task 6: Additional EVCS Level 2 Design (this optional task assumes 20 additional ports)	$ 180,000
	Optional Task 7: Additional EVCS Level 3 Design (this optional task assumes 10 additional ports)	$ 120,000
	Subtotal	$ 616,500
Total		**$ 1,195,300**

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one million one hundred ninety-five thousand three hundred dollars ($1,195,300).

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not be billed by the Consultant or subconsultants under this Agreement. Full compensation for all expenses shall be considered as included in the Consultant's hourly rates.

Any discrepancy between Reimbursable Expenses listed within Consultant's, or subconsultant(s)', rate schedules as referenced in Section V, RATE SCHEDULE of this Exhibit B and the above shall be resolved in favor of the above.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services described within this Agreement. Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Billing and payment for Additional Services shall be consistent with the terms set forth in this Agreement. Billing and payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

V. RATE SCHEDULE

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the Project.

Rates by classification for Consultant and subconsultants follow below ('Rate Sheets') and shall be fixed through December 31, 2026. Any classifications added, or employees changing classifications, are subject to approval in writing by City.

Any discrepancy between the terms listed herein this Exhibit B and the Rate Sheets that follow shall be resolved in favor of the terms listed herein this Exhibit B.

After December 31, 2026, rates may be adjusted as described herein. Consultant shall propose any adjusted rates in writing for City's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is contemplated and shall be capped at a maximum of 3% for each adjustment. Rates changed by calculation shall be rounded to the nearest whole dollar. Only one adjustment is allowed per annum.

Consultant understands and agrees that adjustments to rates does not cause an adjustment in the Fees established for Tasks or adjustment to the maximum compensation under this agreement. Consultant shall be required to provide the full services as described in Attachment A in accordance with the Fees established in this Attachment B, regardless of adjustments to rates.

Consultant will bill subconsultants at actual cost plus a maximum allowable markup of 10%. Subconsultants will bill at actual cost for any further tiered subconsultants or subcontractors at cost plus allowable markup of 10%, or as shown on the following Rates Sheets, whichever is less. In no case shall any pass-through markups billed to City exceed 25% more than the original cost.

It is expressly understood that this Project is subject to prevailing wages, in conformance with Attachment D, Prevailing Wage Addendum.

(Rate Sheets on Following Pages)

Primary Consultant – BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS:

General Consulting Fee Schedule

January 01, 2026

Classification	Hourly Rate	Classification	Hourly Rate
Professional Engineering Services		**Technical Services**	
Civil / Structural / Mechanical / Electrical		Senior Engineer / Surveyor	$140
Principal PE	$200	Lead Engineer / Surveyor	$130
Senior PE	$185	Project Engineer / Surveyor	$120
Lead PE	$165	Staff Engineer / Surveyor	$110
Project PE	$140	Assistant Engineer / Surveyor	$100
Staff PE	$130	Senior Designer	$135
		Lead Designer	$125
Professional Land Surveying Services		Project Designer	$115
Principal PLS	$200	Staff Designer	$105
Senior PLS	$185	Assistant Designer	$95
Lead PLS	$165		
Project PLS	$140	**Field Services**	
Staff PLS	$130	Construction Manager	$160
		Construction Inspector	$140
Professional Landscape Architecture Services		Senior Field Tech	$135
Principal RLA	$175	Lead Field Tech	$115
Senior RLA	$150	Project Field Tech	$100
Lead RLA	$130	1-Person Survey Crew	$150
Project RLA	$115	2-Person Survey Crew	$240
Staff RLA	$100	1-Person Survey Crew (Prevailing Wage)	$220
		2-Person Survey Crew (Prevailing Wage)	$420
Project Delivery & Advisory Services			
Principal Consultant	$180	**Expert Witness Services**	
Senior Consultant	$150	Deposition, Dispute Resolution, Testimony	$400
Lead Consultant	$125		
Senior Coordinator	$120	**Direct Costs**	
Lead Coordinator	$100	Subconsultants	Cost x 1.10
Project Coordinator	$75	Materials	Cost
		Equipment Rental	Cost
Environmental Services		Mileage	IRS Rate
Principal Environmental Specialist	$175	Hotel & Per Diem	Cost
Senior Environmental Specialist	$150		
Lead Environmental Specialist	$135		
Project Environmental Specialist	$115		

Subconsultant Billing Rates:



PROJECT COSTS

SERVICE	DESCRIPTION
FIELD SERVICES	**Sacramento/Bay Area/Fresno**

Type of Work	2 Hr Min	Half	Full
Concrete/Utility	$750	$1,200	$2,400
Concrete/Utility Prevailing Wage	$1,000	$1,300	$2,600
Concrete/Utility Weekday Night	$1,800	$1,800	$3,600
Concrete/Utility Saturday 12am-Noon	$1,800	$1,800	$3,600
Core Saturday Noon-Mon 5am	$2,200	$2,200	$4,400
Video Pipe Inspection*	$1,450	$1,900	$2,900
Video Pipe Inspection PW*	N/A	$2,050	$3,200
VPI Weekday Night*	N/A	$2,850	$4,125
VPI Saturday 12am-Noon*	N/A	$2,850	$4,125
VPI Saturday Noon-Mon 5am*	N/A	$3,800	$5,800
*-Mob cost not included for VPI work in Fresno area			

SERVICE DESCRIPTION (DBE, SBE, VOSB, MBE, SBA, EZ8)	UOM	CA
Hydro Excavation Truck with Operator / Standard Time	Hourly	$325.00
Hydro Excavation Truck with Operator/ Over Time	Hourly	$375.00
Hydro Excavation Truck with Operator/Double Time	Hourly	$425.00
Additional Man Standard	Hourly	$150.00
Additional Man Overtime	Hourly	$175.00
Additional Man Double time	Hourly	$200.00
Combo Jetter Truck Services w/ Operator / Standard	Hourly	$350.00
Combo Jetter Truck Services w/ Operator / Overtime	Hourly	$400.00
Combo Jetter Truck Services w/ Operator / Double Time	Hourly	$450.00
Coring / Saw Cutting	Hourly	*project specific
Breakout & Disposal	Hourly	*project specific
Backfill w/ Compaction	Hourly	*project specific
Hot Patch w/ Tee Cut	Hourly	*project specific
Mobilization/Demobilization	Hourly	*project specific
CCTV Video Pipe Inspection	Daily	$4,150.00
GPR Utility Locate	Daily	$3,550.00
Orientation Training	Hourly	$100.00
Pot Hole report	Each	*project specific
Street Sweeper Truck with Operator	Hourly	$220.00
Remote Hose	Per Foot	$5.00
Burner Surcharge	Hourly	$25.00
Supply Water	Load	$150.00
Disposition - Standard - offsite	Each	Cost + 15%
Disposal - Non-Haz - offsite	Ton	Cost + 15%
Materials	TBD	Cost + 15%
Rolloff Truck 10 wheeler or Rocket Launcher	Hourly	$175.00
Vacuum Box	Daily	$50.00
10 yard bin	Daily	$50.00
20 yard bin	Daily	$50.00
40 yard bin	Daily	$50.00
Containment Berm	Daily	$50.00
Hazardous Waste Disposal and Mitigation	TBD	*project specific
Frac Tank	Daily	$50.00
Vacuum Tanker	Hourly	$180.00
Dump Truck / End Dump	Hourly	$175.00
Flucuating Fuel Recovery - Currently a fluctuating fuel surcharge will be applied to all invoices at a monthly calculated rate -adjusted based upon the average cost of diesel as published by www.eia.gov.	12%	Subject to Department of Energy Average

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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 (ISO) 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 subconsultants 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 ISO 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. 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 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 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.

G. 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.

H. EVIDENCE OF COMPLIANCE

Consultnat or its insurance broker shall provide the required proof of insurance compliance, consisting of 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 mailed to:

EBIX Inc.
City of Santa Clara – Public Works Department
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

I. 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.

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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. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

1. Consultant 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. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultants 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. Consultants and subconsultants 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, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) 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, Consultant and all subconsultants 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 Consultant or subconsultant 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 Consultant or subconsultant 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. Consultants MUST be a registered "public works Consultant" 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 Consultants/subconsultants 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 Consultant". Those you fail to register and maintain their status as a public works Consultant shall not be permitted to perform work on the Project.

10. Should any Consultant or subconsultants not be a registered public works Consultant and perform work on the Project, Consultant 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 Consultant'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 Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant'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 Consultants and subconsultants 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.

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EXHIBIT E
MILESTONE SCHEDULE

Description of work and task	**Duration**
Task No. 1 – Preliminary Engineering and Evaluation	10 weeks
Task No. 2 – 65% Construction Documents	6 weeks
Task No. 3 – 95% Construction Documents Package	5 weeks
Task No. 4 – 100% Construction Documents Package	4 weeks
Task No. 5 – Final Bid Documents	2 weeks
Task No. 6 – Bid Support Assistance	2 days response time for clarifications and questions
Task No. 7 – Construction Support	7 days response time
Task No. 8 – Post-Construction	2 weeks to prepare record drawings

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EXHIBIT F
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE

1.0 GENERAL

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base Project management software, as the median for Project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

2.0 e-BUILDER Project MANAGEMENT SOFTWARE PROGRAM

The City of Santa Clara is currently using e-Builder Project Management for all related Project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – Project MANAGEMENT DOCUMENTATON SOFTWARE.

3.0 REQUIREMENTS

A. General Requirements:

1. Consultant and SubConsultants shall provide at a minimum, the following to its staff:

    a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
    b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
    c) Web Browser: Microsoft Internet Explorer 10.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;
    d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;

e) Scheduling Software: Microsoft Project or Primavera;
f) Internet Service Provider: A reliable ISP in the area of the Project;
g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.

2. Consultant and SubConsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

B. <u>Project Web Requirements:</u>

1. This Project utilizes a web-based Project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all Project team members continuous access through the Internet to important Project data as well as up to the minute decision and approval status information.

2. Consultant and SubConsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the SubConsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of SubConsultant's personnel.

3. Consultant and SubConsultants shall have the responsibility for visiting the Project web site on a regular basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

C. <u>Electronic File Requirements:</u>

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and SubConsultants

shall also submit all closeout documents including all “As-Built Drawings”, catalog cuts, and Owner’s Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

4.0 IMPLEMENTATION REQUIREMENTS

A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-Consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.

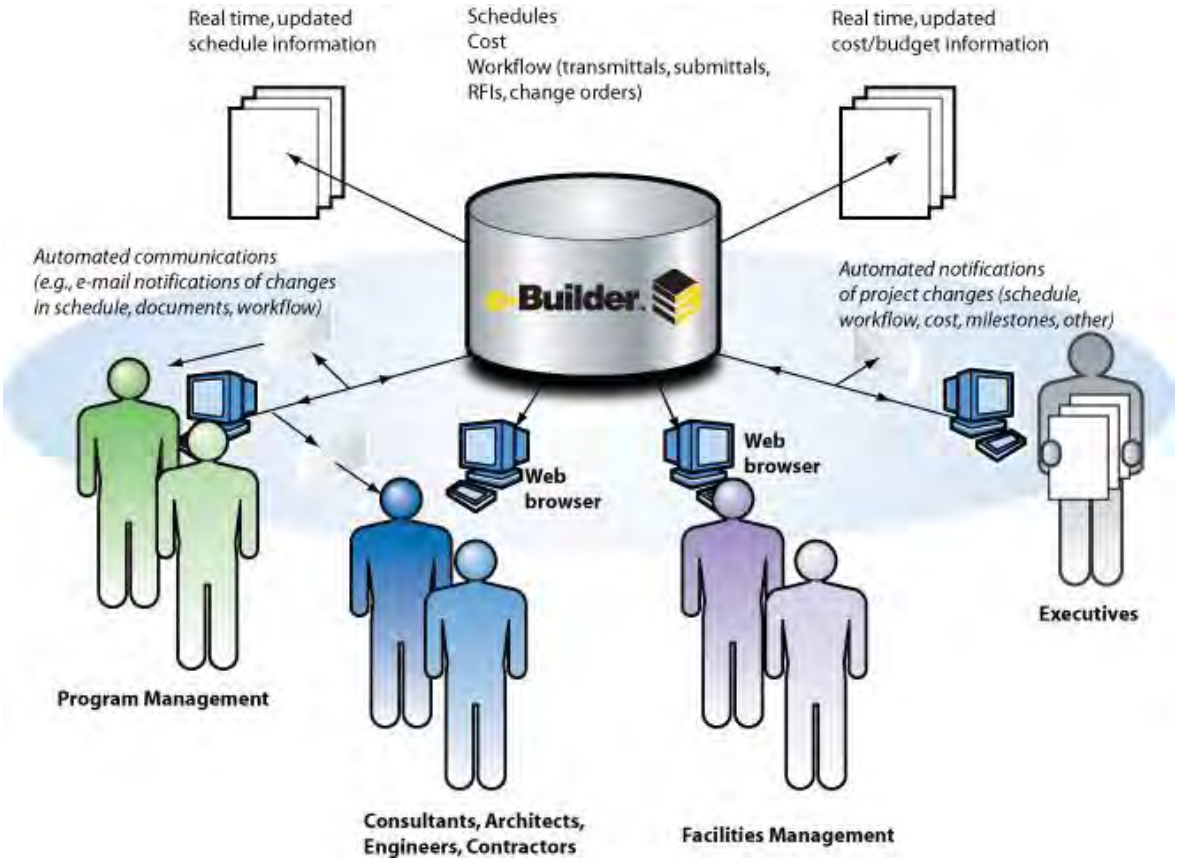
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

C. Central Document Vault: e-Builder system includes a central database that maintains all Project information and manages Project communications amongst team members.

D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of Project members.

E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.

F. Reporting: All of the Project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



5.0 LICENSING REQUIREMENT

A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its SubConsultants and/or Suppliers.

B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.

2. Quarterly e-Builder software enhancements.

3. Unlimited phone, email, and web-based support 24-hours.

C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.

REPORT TO COUNCIL

SUBJECT

Public Hearing: Adoption of a Resolution Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District (District), and Action on an Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the District

BACKGROUND

Tourism Improvement Districts

Tourism Improvement Districts ("TIDs") utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow assessed business owners to organize their efforts to increase tourism. Business owners within the TID fund the TID, and those funds are used to provide services that are desired by and benefit the assessed businesses within the TID.

In California, TIDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 ("94 Law"). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TIDs and other special benefit assessment districts is that funds raised are intended to fund services or improvements that benefit the assessed businesses pursuant to an adopted plan. The law permits a nonprofit organization, often called an "owners' association" to provide the services and improvement required to implement the plan.

Santa Clara Tourism Improvement District (SCTID)

The City of Santa Clara ("City") originally formed the SCTID in 2005 under the 1989 Parking and Business Area Law, covering eleven lodging businesses near the Convention Center with a $1.00 per occupied room night assessment. Beginning in FY 2019/20, lodging businesses pursued reconstitution under the 1994 Law to transition to a percentage-based assessment, through COVID-19 prompted Council to temporarily postpone conversion and renew the district under the 1989 Law in April 2020. Following renewed Council direction in January 2021 and approval by petitions representing 76.51% of the total assessment, Council adopted a Resolution of Formation on May 25, 2021, establishing the current SCTID under the 1994 Law for a five-year term (July 1, 2021 through June 30, 2026) with an initial assessment of 1.5% of gross short-term room rental revenue and the option to increase to 2% in year two. That option was exercised and the assessment is currently at 2.0% of gross short-term room rental revenue.

The Silicon Valley/Santa Clara DMO, Inc. dba Discover Santa Clara ('the "DMO") currently serves as the SCTID's Owners' Association and implements the programs in accordance with the Council

approved 2021-2026 Management District Plan ("2021-2026 Plan"). The current agreement with Discover Santa Clara is set to expire on June 30, 2026.

On May 5, 2026, the City Council adopted a resolution of the City's intent to renew the Santa Clara Tourism Improvement District ("SCTID") for five years starting July 1, 2026. As part of the May 5, 2026 item to adopt a resolution of the City's intent to renew the SCTID, the proposed 5-year for the renewal term of July 2026 through June 2031 ("2026-2031 Plan") was included with the report (Attachment 1). Following that meeting, a public meeting was held on June 9, 2026, to allow for public testimony. The public hearing scheduled for June 23, 2026 provides the public another opportunity for final comment and to submit protests before the City Council considers approval of the resolution to renew the SCTID and 2026-2031 Plan. In addition, the City Council will consider approval and authorization to execute an agreement with Discover Santa Clara for the same term for the administration of the 2026-2031 Plan.

DISCUSSION

The proposed 2026-2031 Plan includes all lodging businesses with ten (10) rooms or more, existing and in the future, available for public occupancy, located within the boundaries of a portion of the City as more particularly identified on the map in Section IV (BOUNDARY) of the 2026-2031 Plan.

Authorized representatives of lodging business within the SCTID submitted a petition to the City to initiate proceedings to renew the SCTID for the purpose of providing the services described in the 2026-2031 Plan. If renewed, the SCTID would generate approximately $4,047,912 on an annual basis for promotion of travel and tourism specific to the assessed businesses.

Management District Plan

The 2026-2031 Plan (Attachment 1) includes the proposed boundary of the SCTID, a service plan and budget and a proposed means of governance. The SCTID will include all lodging businesses with ten (10) rooms or more, existing and in the future, available for public occupancy, located within the boundaries of a portion of the City as shown on the map included in Section IV (BOUNDARY) of the 2026-2031 Plan.

The annual assessment rate proposed is two percent (2%) of gross short-term sleeping room rental revenue. During the 2026-2031 Plan term, the assessment rate may be increased to a maximum rate of three percent (3%) of gross short-term sleeping room rental revenue for assessed lodging businesses. The 2026-2031 Plan authorizes the Silicon Valley / Santa Clara DMO, Inc. dba Discover Santa Clara Board of Directors ("Board") to increase the rate to a maximum assessment rate of three percent (3%). If the assessment rate is increased, it may subsequently be decreased, subject to Board approval as described in Section V of the 2026-2031 Plan, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum assessment increase or decrease permitted in any year shall be one-half percent (0.5%). Increases to the assessment rate shall be subject to the approval of the Board and assessed lodging business owners, as described in Section V of the 2026-2031 Plan.

The renewed SCTID will have a five (5) year term, beginning July 1, 2026, and ending June 30, 2031.

Each assessed lodging business located in the boundaries of the SCTID shall be responsible for

remitting the assessments to the City in accordance with the 2026-2031 Plan. The City will collect the assessment on a monthly basis (including any interest and overdue charges) from each assessed lodging business located in the boundaries of the SCTID.

It is anticipated that the SCTID will generate $4,047,912 annually and the proposed first year annual budget is outlined in Table 1.

Table 1 - Initial Annual Budget

Program	Description	Budget
Marketing, Communications, and Convention Center and Partner Sales (70%)	Position Santa Clara as a premier destination for meetings, events, and leisure tourism.	$2,833,538
Administration (25%)	Provides management, coordination, and support to all organizational services and functions	$1,011,978
Contingency (3%)	Used to account for uncollected assessments, and a reserve fund for program administration or renewal costs at the discretion of the Board.	$121,437
City Administration Fee (2%)	Retained fee to cover costs of collection and administration of the SCTID assessment.	$80,959
Total		$4,047,912

SCTID Renewal Process

May 5, 2026 - Resolution of Intention Hearing (COMPLETED)

Upon the submission of a written petition, signed by the authorized representatives of businesses in the renewed SCTID who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council declared intention to renew the SCTID and fixed the time and place of a public meeting and hearing by the adoption of a resolution.

Petition Status: Petitions in favor of SCTID renewal were submitted by assessed businesses, which represent more than fifty percent (50%) of the total SCTID assessment. This majority petition allowed the Council to adopt the aforementioned resolution. As of June 18, 2026, 100% of the petitions were received in favor of the SCTID renewal by assessed businesses.

No later than May 9, 2026 - Public Notice (COMPLETED)

The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be assessed within the SCTID. Mailing the notice begins a mandatory forty-five (45) day period in which

assessed business owners may protest SCTID renewal. The City mailed and postmarked the required notices on May 7, 2026 and also published the notice in the local printed publication.

June 9, 2026 - Public Meeting (COMPLETED)
Allow public testimony on the renewal of the SCTID and levy of assessments. On June 9, 2026, the City Council held a public meeting to receive testimony regarding the Renewal of the SCTID and related assessments.

June 23, 2026 - Final Public Hearing
If written protests are received from the authorized representatives of assessed businesses in the SCTID which will pay fifty percent (50%) or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

If the City Council, following the public hearing, decides to establish the renewed SCTID, the Council shall adopt a resolution of formation, provided the City Council receives confirmation from the City Clerk that the City did not receive written protests from businesses which will pay 50% or more of the assessment proposed to be levied.

Discover Santa Clara Agreement
The proposed 2026-2031 Plan, requires an Agreement for the DMO to administer the SCTID between the City and the DMO (“Agreement”). The proposed Agreement is for a five-year term commencing July 1, 2026, and continuing through June 30, 2031.

Under the new Agreement, the DMO, as the SCTID’s Owners’ Association, will be responsible for managing SCTID funds and for implementing programs in accordance with the 2026-2031 Plan.

Pursuant to the terms outlined in the Agreement, the City shall disburse SCTID funds actually received to the DMO, less applicable administrative fees to cover City costs of collection and administration, and less any overdue charges or interest.

ENVIRONMENTAL REVIEW
The proposed action 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 to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT
None immediately. The City will receive a fee of two percent (2%) of the amount collected to cover its cost of administration. The amount is approximately $80,958.24 based on the annual SCTID revenue estimate of $4,047,912. Because the SCTID programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

COORDINATION
This report has been coordinated with the 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution of the City of Santa Clara, California Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District;
2. Approve and authorize the City Manager to execute the proposed Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the Santa Clara Tourism Improvement District on the terms presented, in a final form approved by the City Attorney; and
3. Authorize the City Manager to make minor and administrative modifications to the Agreement, approved as the form by the City Attorney, if necessary.

Reviewed by: Aracely Azevedo, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. SCTID Management District Plan
2. Agreement for the Administration of SCTID
3. Resolution of the City of Santa Clara, California Declaring Results of the Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District

2026-2031



SANTA CLARA TOURISM IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

April 21, 2026

TABLE OF CONTENTS

I. OVERVIEW 3

II. BACKGROUND 5

III. ACCOMPLISHMENTS 6

IV. BOUNDARY 11

V. ASSESSMENT BUDGET AND SERVICES 13

A. Annual Service Plan 13
B. Annual Budget 16
C. California Constitutional Compliance 17
D. Assessment 18
E. Interest and Overdue Charges 20
F. Time and Manner for Collecting Assessments 20

VI. GOVERNANCE 21

A. Owners' Association 21
B. Brown Act and California Public Records Act Compliance 21
C. Annual Report 21

APPENDIX 1 – LAW 22

APPENDIX 2 – ASSESSED BUSINESSES 34

Prepared by
Civitas

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PARTNERSHIPS • PROGRESS • PROSPERITY

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I. OVERVIEW

Developed by Santa Clara lodging businesses and Silicon Valley/Santa Clara DMO, Inc. dba Discover Santa Clara® ("Discover Santa Clara® or DMO"), the Santa Clara Tourism Improvement District ("SCTID") is an assessment district proposed to continue to provide specific benefits to payors by funding marketing, communications, and convention center and partner sales services for assessed lodging businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The SCTID was initially created in 2021 for a five (5) year term. Santa Clara lodging businesses and the DMO now wish to renew the SCTID for an additional five (5) year term.

Location: The renewed SCTID includes all lodging businesses with ten (10) rooms or more, existing and in the future, available for public occupancy located within the boundaries of a portion of the city of Santa Clara, as shown on the map and defined in Section IV.

Services: The SCTID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Marketing, communication programs, and convention center and partner sales, and other improvements and activities set forth in this Management District Plan ("Plan"), will increase demand for overnight tourism and market payors for tourist, meeting and event destinations, thereby increasing demand for room nights.

Budget: The total SCTID annual assessment budget for the initial year of its five (5) year operation is anticipated to be approximately $4,047,912. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased or decreased pursuant to this Plan.

Cost: The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the SCTID term, the assessment rate may be increased to a maximum rate of three percent (3%) of gross short-term sleeping room rental revenue for assessed lodging businesses. The DMO Board of Directors (the "Board") shall have the authority to increase the rate to a maximum assessment rate of three percent (3%). If the assessment rate is increased, it may subsequently be decreased, subject to Board approval as described in Section V of this Plan, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum assessment increase or decrease permitted in any year shall be one-half percent (0.5%). Increases to the assessment rate shall be subject to the approval of the Board and assessed lodging business owners, as described in Section V of this Plan.

Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; or stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Additionally, assessments will not be collected on stays by any Federal or State of California officer or employee on official business who shall provide one of the following: a warrant or check drawn on the Treasury of the United States; a copy of the official travel orders indicating the issuing governmental agency and the employee's full name; or, a copy of a letter on the official letterhead of an exempt governmental agency requesting exemption and

listing the employee's name and stating that the stay is for official government business. The dates of occupancy must also be included. These requirements must be demonstrated by the guest at the time of registration. Failure to satisfy these requirements will result in no assessment exemption. Copies of the documentation for each exemption claimed must be submitted to the City's Director of Finance with each remittance of assessments.

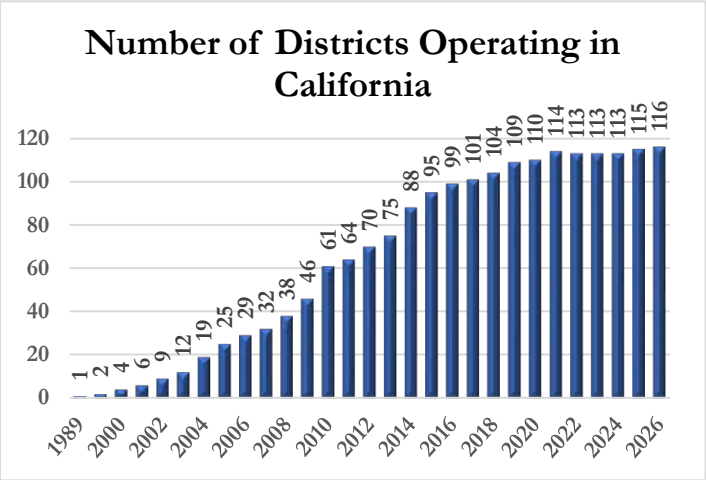
Collection: Each assessed lodging business located in the boundaries of the SCTID shall be responsible for remitting the assessments to the City in accordance with this Plan. The City will be responsible for collecting the assessment on a monthly basis (including any interest and overdue charges) from each assessed lodging business located in the boundaries of the SCTID. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business and may charge SCTID its proportionate share of collection costs.

Duration: The renewed SCTID will have a five (5) year life, beginning July 1, 2026, or as soon as possible thereafter, and ending five (5) years from its start date. After five (5) years, the SCTID may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code Section 36600 et seq. ("94 Law") if assessed lodging business owners support continuing the SCTID programs.

Management: The DMO shall continue to serve as the SCTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council.

II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model: Illinois, Minnesota, Massachusetts, Montana, South Dakota, Washington, Colorado, Texas, and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used existing business improvement district laws to form TIDs. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Santa Clara lodging businesses continue to invest in stable, commerce-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TIDs allow tourism business owners to organize their efforts to increase commerce. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase commerce.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between* TIDs *and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district for expenditures consistent with plans like this one.* They are intended to supplement, not supplant, existing government funding and services for the specific benefit of the assessed businesses.

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. ACCOMPLISHMENTS

Organizational Formation and Strategic Evolution: Since its establishment, Discover Santa Clara® has evolved from a start-up organization into a fully operational Destination Marketing Organization with the team, systems, and partnerships in place to deliver results. Over the past fiscal year, the DMO advanced its sales, marketing, and operational capabilities, strengthened financial stewardship, and positioned Santa Clara to capitalize on major global opportunities ahead—including Super Bowl LX and the FIFA World Cup 2026. The following highlights reflect key accomplishments achieved through collaboration with our SCTID hotel partners, the City, and industry stakeholders.

Metrics reflect performance through the close of FY 2024/25, with select indicators updated to reflect early FY 2025/26 activity where relevant.

ORGANIZATIONAL SUCCESS: TEAM ACHIEVEMENTS AND INDUSTRY ACCOLADES.

I. Administrative Operational Advancement & Governance

- **Executive Leadership and Team Build-Out:** Following the hiring of a new CEO in October 2022, Discover Santa Clara® **built out its full organizational structure.** Under her leadership, the DMO strategically assembled a high-performing team that now includes a Director of Business Operations, Directors of Sales & Marketing, two Sales Managers, a Manager of Data & Strategy, a Marketing Manager, and a Marketing Coordinator. With staggered onboarding over two and a half years, the **full team of nine was in place in March 2025.**
- **Established Financial Infrastructure**: Developed and completed **Financial Standard Operating Procedures (SOPs)** in collaboration with our Accounting Firm Krisch & Company and City representatives. These SOPs were approved by the Board in January 2024 and serve as one of the steps necessary for the DMO's readiness to gain financial independence.
- **Launched a 401(k) Program**: Introduced a formal **retirement benefits program** for all full-time employees, demonstrating long-term commitment to staff well-being and organizational maturity.
- **Implemented Performance Management and Incentive Programs to Drive Accountability and Results:** Implemented a comprehensive **performance management framework** creating a structured Annual Review Process that includes quarterly check-ins and year-end evaluations aligned to individual goals and broader organizational Key Performance Indicators (KPIs). Additionally, designed and rolled out **incentive compensation plans** and goal-setting processes for all eligible positions, linking performance with accountability to drive results-driven behavior.
- **Modernized Administrative Systems**:
    - Developed and gained Board approval for the organization's first-ever **Travel & Entertainment Policy** to guide responsible spending, improve reporting accuracy, and establish accountability standards.
    - Introduced **Corporate Credit Cards** through Bridge Bank to streamline business purchasing, travel, and reimbursements.
    - Finalized **revenue reconciliation** for 2019–2021 with the City and the former Chamber of Commerce DMO.
    - Created **SOPs** and internal systems to guide reporting, vendor management, and City contract tracking.
- **Strengthened Governance & Reporting**:
    - Delivered **quarterly and annual reports** to the Board of Directors and SCTID partners.

- Facilitated Board of Directors **elections and onboarding processes.**
- Initiated Civitas-led **Board training** in January 2025 to strengthen governance alignment and introduce the SCTID renewal process.

- **Strategic Team Alignment**: Implemented cadence of all-staff **strategic offsite meetings** focused on cross-functional planning, budget alignment, and team development, including *The Enneagram Training* for deeper understanding of team dynamics.
- **Strong Financial Performance & Stewardship (FY 2024/25):**
  - SCTID assessment **outperformed projections** ($3.2M vs. $2.6M forecast)
  - Generated **$160,000 in new interest revenue** on assessment funds.
  - Closed FY 2024/25 with an approximately **$600,000 year-end surplus** to fund future activities**,** reflecting strong assessment performance and expense management.

II. Sales & Convention Strategy

- **Strategic Sales Deployment:** Implemented a **market-segment deployment model,** aligning sales team members by verticals such as corporate, sports, and association to better engage planners and strategically grow business opportunities.
- **Sales Lead Growth & Expanded Booking Scope**: Within the Priority (P1–P5) classification system—where groups are ranked by peak room demand and convention center spend—**P1–P3 represent the highest-value, long-term business** driving the greatest economic impact. FY 2024/25 marked the first full year with a fully staffed sales team and the expansion of the DMO's booking scope to include management of P3 leads generated through direct sales efforts. As a result, total lead volume increased 46% year-over-year, with the DMO generating 101 P1–P3 leads, up from 72 the prior year. This growth was driven by proactive prospecting, targeted sales trips, and consistent client engagement.
- **Secured Priority 1 (P1) + Priority 2 (P2) Events:** Secured multiple P2 and self-contained groups for future years driving both room nights for our SCTID hotel partners and revenue for the Convention Center. Successfully delivered the DMO's first P1 citywide group to actualization, with the event completed and generating over $1M in revenue.
- **Tradeshow & Industry Presence:** Engaged in **25 strategically selected tradeshows and sales missions**, including IMEX, TEAMS, MPI, IPEC, Connect Spring, and RCMA, targeting **corporate, association, sports, and affinity segments** to drive direct planner engagement and elevate Santa Clara's visibility.
- **Strategic Partnerships**: Established **strategic partnerships** with leading tourism and meetings industry organizations – including *U.S. Travel, CalTravel, Meeting Professionals International, SF Travel, HelmsBriscoe, and ConferenceDirect* – expanding access to key client databases, industry events, and high-value meeting planner networks.
- **Sales-Driven Marketing Integration:** Partnered with marketing to create **targeted sales materials, custom collateral, and pre-post campaigns** supporting key tradeshows and sales missions. Integrated **meetings-focused content** into the broader strategy to ensure alignment with planner needs and enhance Santa Clara's visibility as a premier meetings destination.
- **CRM & Data Modernization:** Completed a comprehensive audit and cleanup of the Simpleview Customer Relationship Management tool, integrated strategic prospecting tools including **ZoomInfo and Cvent BI Dashboard, enhanced STR (Smith Travel Accommodations Report) reporting, and advanced implementation of the Tourism Economics Symphony** platform to strengthen data capture, marketing attribution, return on investment (ROI) measurement, and partner decision-making.
- **Backyard Acquisition Strategy:** Rolled out a local account acquisition plan targeting 1,500 regional companies, hosting site visits and client events to showcase SCTID partner hotels and City assets, including the Convention Center, to the meeting planner community.

Community Visibility & Upcoming Signature Events

- **Super Bowl LX and FIFA World Cup 2026 Readiness:** Finalized and received Board approval for the SBLX/FWC26 Activation Plan - including **public relations strategies, influencer content, an Ultimate Sports Playbook, enhanced digital presence, and a Media & Meeting Planner Familiarization Trip** - with many elements already executed and others advancing toward completion.

  The plan has delivered high-value media and public relations exposure for the City and DMO, including the launch of the **Global Games Food Trail**, securing early placements in **Forbes and *Vogue***. The DMO also finalized a partnership with the **Bay Area Host Committee**, unlocking unique marketing, sales, and visibility opportunities tied to these global events.

- **Hosted VIP & Media Events:**
  - **Hosted the Bay Area Travel Writers Group:** Welcomed influential local media to showcase Santa Clara's unique offerings and strengthen relationships with key travel writers.
  - **Hosted Los Angeles Media Mission:** Hosted a **cooking class activation** led by Chef Nelson Ramirez of the Santa Clara Marriott, for ten key Los Angeles media representatives, reinforcing the city's identity as a global gathering place for international fans and global cuisine ahead of Super Bowl LX and FWC26.
  - Collaborated with Levi's® Stadium for **North America Trailer Dealers Association (NATDA)** joint event.
  - Partnered with DMO's including **Visit Salt Lake City, Visit Oakland, Team San Jose, and SF Travel** to co-host key client events – creating shared opportunities to showcase Santa Clara and build planner relationships.
  - Hosted multiple client events at **Levi's® Stadium,** engaging planners through premium experiences at 49ers games and major concerts to strengthen relationships, showcase the destination, and secure more leads.
  - **Citywide Media Success:** Supported the City of Santa Clara in crafting the narrative around Beyoncé and Taylor Swift concert visits, positioning the City as the ***"Swiftie Capital of the USA,"*** and elevating national exposure.

III. Marketing, Brand Development & Visibility

- **Omnichannel Marketing Ecosystem:** Completed a competitive RFP process and appointed **Madden Media** to execute on the Omnichannel Marketing project, resulting in the delivery of the following tools and assets to actively support sales, marketing, public relations, our SCTID partner hotels and city partners.
  - A newly launched Discover Santa Clara ® **redesigned website** with 360° hotel tours, SEO optimization, real-time SCTID hotel partner booking widget, and multi-language support.
  - Published the city's first-ever **Visitors Guide.**
  - Established consistent **unified brand voice and PR strategy.**
  - Built a reusable, high-quality **photo/video content library.**
- **Marketing Agency of Record (AOR):** Completed a competitive RFP process and appointed **Madden Media** as the DMO's AOR in March 2025 to support key marketing initiatives. Establishing an AOR ensures brand consistency, streamlined communication, project execution, and enables the DMO to respond more swiftly to opportunities with a partner deeply aligned to its evolving goals including:
  - Shaping the DMO's **Public Relations and Communications** narrative,

- Partnering to manage our **digital marketing strategy** and budget,
- Creating a **Meetings & Conventions specific video** for sales & marketing purposes,
- Supporting the execution of the DMO's **SBLX/FWC26 Activation Plan.**

- **Collateral & Presentation Tools:** Created and modernized **customer facing sales collateral, presentations, and internal reporting templates** to align with our brand look and feel.
- **Digital Audience & Engagement Growth:** With the establishment of a dedicated Marketing Team in May 2023 and building from a minimal digital footprint typical of a start-up DMO, Discover Santa Clara® has achieved exceptional growth across its owned channels, significantly expanding reach and engagement with core audiences.
  - **Instagram:** Grew from **79 to more than 21,232 followers**, representing a significantly expanding destination awareness through high-performing event, experiential, and partner-driven content.
  - **LinkedIn:** Expanded from **240 to more than 2,745 followers**, strengthening reach and credibility within the meetings, business, and industry community.
  - **Facebook:** Grew from **14 to more than 5,174 followers**, increasing visibility for citywide events, partner activations, and destination storytelling.
  - **Email Marketing:** Subscriber base grew from **1,935 to more than 28,464**, enabling stronger campaign reach and more targeted communication with key audiences.
  - **TikTok Platform Expansion:** Launched TikTok as a test channel in early 2025 to extend reach through short-form video. Early performance demonstrated strong organic reach and engagement, prompting a strategic expansion of the platform to reach younger audiences and complement broader digital efforts.
  - **Blogs:** Published **33+ original blog pieces** across two fiscal years, including high-performing evergreen content such as *Business Travel Guide* and *Top 60 Things To Do in Santa Clara*.
- **Influencer Collaborations:** Executed multiple **influencer campaigns**, generating an impressive **5.1M impressions** in collaboration with SCTID partner hotels and key Santa Clara venues, including event tie-ins at Levi's® Stadium and California's Great America. Launched the *Santa Clara Influencer Catalog* to formalize future collaboration processes and efforts.
- **Strategic Advertising**:
  - Partnered with CBS on **two executions of The 49ers Experience**, showcasing Discover Santa Clara® and all 11 SCTID hotel partners through 15-second spotlight segments delivering significant brand exposure for the city.
  - Coverage in ***San Jose Mercury News, CBS Bay Area, KTVU, and the Silicon Valley Business Journal.***
  - Recognized by *Casino.org and San Jose Mercury News* as the ***"Swiftie Capital of the USA"*** in 2023, positioning the DMO for creative destination branding.

IV. Team Awards & Accolades

The Discover Santa Clara® team has been recognized for its leadership, innovation, and industry presence. These accolades reflect the DMO's increasing influence and credibility within the meetings, destination marketing, and tourism sectors.

- **Christine Lawson, President & CEO**
  - Honored as one of ***Silicon Valley Business Journal's*** **(SVBJ) Top 100 Women of Influence in 2024.**
  - Recipient of ***Smart Meetings'*** **Visionary Leader Award in 2024.**
  - Named one of the **Power 100 Most Influential People in Silicon Valley in 2025.**
  - Panelist at the **Future of Santa Clara event in both 2024 and 2025.**
  - **Invited contributor to *The Mercury News'* Monthly Insights & Indicators Column.**

- Featured across **multiple media outlets; *ABC7, CBS Bay Area, KTVU, and the Mercury News*** during Levi's® Stadium event coverage, reinforcing Santa Clara's position as a dynamic destination.
- Invited mentor participant for **SVBJ's Mentorship Monday** event in 2025.

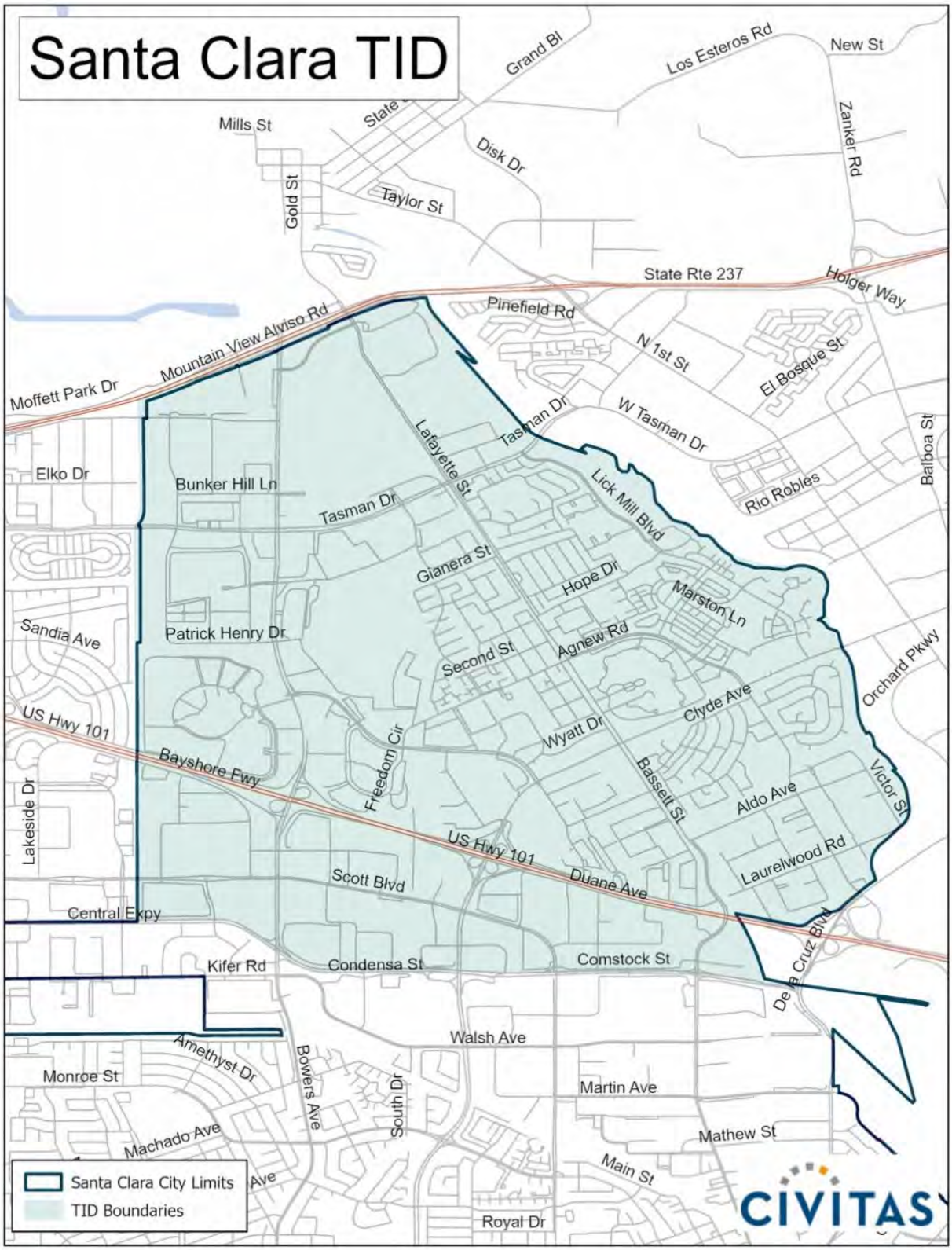
- **Katelyn Riccardi, Director of Marketing**
  - Named one of **SVBJ's 40 Under 40 in 2024.**
  - Invited mentor participant for **SVBJ's Mentorship Monday** event in 2024.
  - Appointed to the **Board of Directors for the Triton Museum of Art in 2024.**
- **Ben Landis, Marketing Manager**
  - Named to **Destinations International's and CalTravel's 30 Under 30 Class of 2025** recognizing rising stars shaping the future of destination marketing.

IV. BOUNDARY

The SCTID shall continue to include all lodging businesses with ten (10) rooms or more, existing and in the future, available for public occupancy within the boundaries of a portion of the City, as shown in the map on the following page.

Lodging business means: any structure, or any portion of any structure, that is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes, but is not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home, or house trailer at a fixed location, or other similar structure or portion thereof. The term "lodging business" does not include short-term rentals, including units within a multi-family building permitted to operate as short-term rentals.

A complete listing of assessed lodging businesses within the renewed SCTID can be found in Appendix 2.

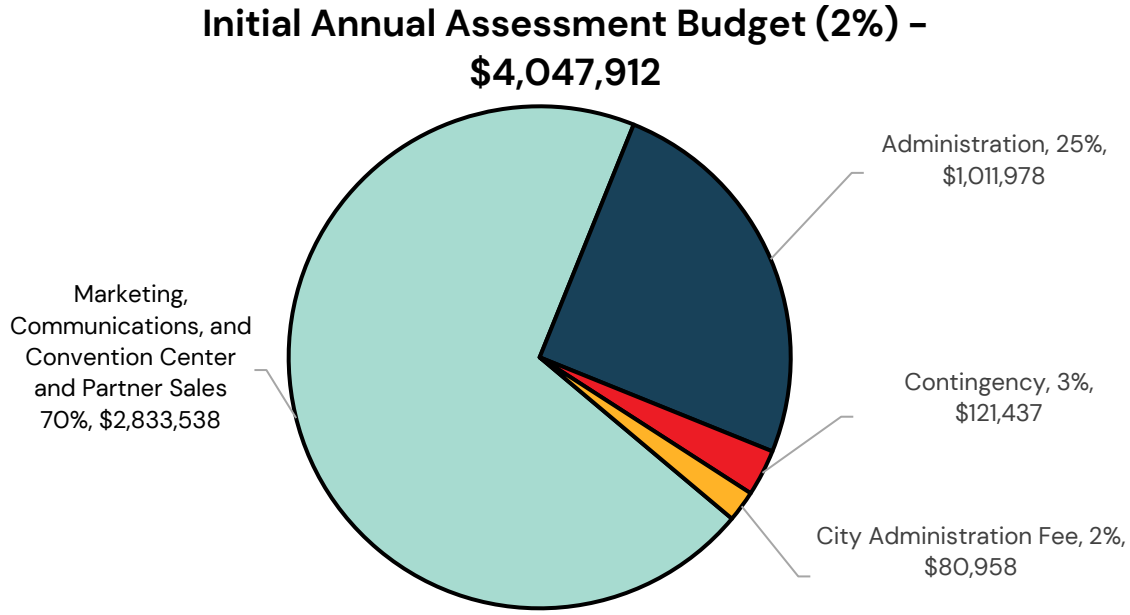

Santa Clara TID
Grand Bl
Los Esteros Rd
New St
Zanker Rd
Mills St
Disk Dr
Gold St
Taylor St
State Rte 237
Holger Way
Pinefield Rd
Mountain View Alviso Rd
Moffett Park Dr
N 1st St
El Bosque St
Tasman Dr
W Tasman Dr
Lafayette St
Elko Dr
Bunker Hill Ln
Tasman Dr
Lick Mill Blvd
Rio Robles
Balboa St
Gianera St
Hope Dr
Marston Ln
Sandia Ave
Patrick Henry Dr
Second St
Agnew Rd
Orchard Pkwy
US Hwy 101
Bayshore Fwy
Freedom Cir
Wyatt Dr
Clyde Ave
Bassett St
Victor St
Aldo Ave
Lakeside Dr
US Hwy 101
Laurelwood Rd
Scott Blvd
Duane Ave
Central Expy
De La Cruz Blvd
Kifer Rd
Condensa St
Comstock St
Walsh Ave
Amethyst Dr
Monroe St
Bowers Ave
South Dr
Martin Ave
Mathew St
Machado Ave
Main St
Ave
Royal Dr
Santa Clara City Limits
TID Boundaries
CIVITAS

V. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the SCTID funds are marketing, communications programs, convention center and partner sales, and other improvements and activities set forth in this Plan, available only to assessed lodging businesses within the SCTID.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual assessment budget will be developed and approved by the Board. The chart below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years, subject to the stipulations in this Plan. The total initial assessment budget is estimated to be $4,047,912.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the Board shall have the authority to adjust budget allocations between the categories by no more than twenty percent (20%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the SCTID, any and all assessment funds may be used for the costs of defending the SCTID and its assessment.

Each budget category includes all costs related to providing that service. For example, the marketing, communications, and convention center and partner sales budget includes the cost of staff time dedicated to overseeing and implementing the marketing, communications program, and convention center and partner sales. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the DMO, and approved by the Board, on an as-needed basis.

Marketing, Communications, and Convention Center and Partner Sales

The Marketing, Communications Program, and Convention Center and Partner Sales Program is designed to position Santa Clara as a premier destination for meetings, events, and leisure tourism by combining strategic sales initiatives with targeted marketing and communications efforts. This program focuses on driving overnight stays at assessed businesses, supported by demand at Santa Clara venues such as the Convention Center and sport complexes, and includes the attraction of self-contained and hybrid events. The goal is to increase overnight visitation to assessed lodging businesses and strengthen the destination's visibility for major events and transient visitors. To achieve this, the program will leverage both proactive sales efforts and innovative digital marketing strategies, to reach a broader audience. Program activities may include, but are not limited to, the following activities:

- Promote and market Santa Clara as a premier destination for group events, meetings, and conventions, with a focus on driving room night demand to assessed businesses and generating strong ancillary revenue. This will be achieved through digital advertising, enhanced online presence, print collateral, and social media outreach.
- Develop and implement marketing strategies that position Santa Clara as a competitive leisure and group travel destination. Efforts shall highlight city assets, including attractions, venues, and assessed lodging businesses, to increase awareness and drive visitation to assessed lodging businesses.
- Engage in sales activity to market and sell the destination as a whole, including but not limited to the Convention Center, to drive room night sales at assessed lodging businesses and generate commensurate revenue across the destination.
- Engage in sales activities and targeted outreach to generate new bookings and drive room night demand from Santa Clara event attendees and group travelers utilizing the Convention Center and other partner venues, such as sports complexes, entertainment venues, and unique event spaces that contribute to overnight hotel stays at assessed lodging businesses.
- Engage in sales activities and targeted outreach to generate new bookings and increase room night production from self-contained group business, and other group travelers to assessed businesses.
- Coordinate the booking and reservation of meeting spaces, hotel room blocks, and off-site venues to ensure a seamless experience for planners and attendees.
- Host exhibits at industry trade shows, attend association events, and participate in destination marketing forums to generate leads and elevate Santa Clara's visibility as a leading meetings, business, and tourism destination that drives overnight visitation to assessed lodging businesses.
- Conduct familiarization trips and site visits for prospective clients and meeting planners to promote Santa Clara's assets and hospitality offerings that support overnight stays at assessed lodging businesses.
- Host key and in-market client events for current and prospective meeting planners and business influencers to showcase assessed businesses and partner venues that increase awareness, generate group lead volume, and drive demand at assessed lodging businesses.
- Develop and distribute promotional materials highlighting Santa Clara's assessed businesses and their offerings to support meeting planner decision-making and increase overnight stays.
- Implement competitive incentive programs in partnership with assessed lodging businesses and key Santa Clara venues to attract new marquee events and conventions that generate overnight visitation.
- Provide destination planning support to associations, businesses, and organizations holding events in Santa Clara, with a focus on increasing room night generation at assessed lodging businesses through coordination with the Convention Center operator and other local venue and service providers.

- Manage and continue to evolve the destination website to showcase Santa Clara as a desirable location for events and activities that drive overnight stays at assessed lodging businesses.
- Conduct coordinated advertising, public relations, and promotional campaigns that highlight Santa Clara attractions and amenities to increase group bookings and attract transient travelers, driving overnight stays at assessed lodging businesses.
- Establish stronger partnerships with regional and national event planners, third-party booking agencies, and local tourism stakeholders to increase visibility and generate leads that have the potential to convert into room nights at assessed lodging businesses.
- Utilize industry research, destination analytics, and hotel performance data to inform sales and marketing strategies, identify high-value market segments, and optimize efforts that convert leads into overnight stays at assessed lodging businesses.
- Develop and pursue multi-year agreements with meeting planners and event organizers to secure repeat business that generates consistent overnight visitation at assessed lodging businesses.
- Engage target industries and market segments through focused outreach to secure meetings and events that align with Santa Clara's destination strengths and drive room night demand to assessed lodging businesses.
- Develop sales & marketing campaigns and packages that pair stays at assessed lodging businesses with local experiences to attract weekend and shoulder-season travelers.
- Plan and execute paid advertising campaigns across digital platforms and traditional media channels. Activities may include search engine marketing, programmatic display, social media advertising, print, radio, or out-of-home placements targeted to drive website traffic and overnight bookings at assessed lodging businesses.
- Identify, contract, and manage influencer partnerships to expand reach and drive awareness in target markets to drive room night demand to assessed lodging businesses.
- Develop and manage cooperative marketing programs with assessed lodging businesses, including seasonal promotions and shared advertising initiatives.
- Plan and execute marketing campaigns with strategic travel and media partners to drive overnight visitation to assessed lodging businesses through targeted promotions, enhanced visibility, and destination-aligned messaging and branding.
- Develop and distribute the official Santa Clara Visitor Guide in print and digital formats, highlighting attractions, assessed lodging businesses, and visitor resources.
- Manage and grow all owned marketing channels, including social media platforms and email databases, to expand reach and engagement with prospective visitors.
- Create and distribute dynamic digital content—including short-form video, event-centric itineraries, and user-generated content—that highlights Santa Clara's assessed lodging businesses, venues, and experiences to influence booking decisions for both group and transient travel.
- Collaborate with tourism-aligned brands, influencers, and content creators to elevate Santa Clara's destination messaging and drive measurable increases in overnight visitation to assessed lodging businesses.

Administration

The administration portion of the SCTID budget provides management, coordination and support to all organizational services and functions. Administration is responsible for the general oversight and fiscal health of the organization and the budget will be used to support administrative staffing costs, office costs, policy development, and other general administrative costs such as insurance, legal, human resources, and accounting.

Contingency
The budget includes a contingency line item to account for uncollected assessments, if any. Funds may be collected and set aside in a contingency account and utilized for other programs or renewal costs consistent with the Plan as deemed appropriate by the Board. Contingency funds may be spent on SCTID programs or administrative renewal costs in such proportions as determined appropriate by the Board. This program represents three percent (3%) of the total annual assessment budget.

Reserve
DMO may maintain a reserve fund in accordance with this Plan. Reserve funds shall be expended in furtherance of the programs, activities, and services set forth in this Plan. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board.

City Administration Fee
The City shall retain a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration of the SCTID assessment which may include but are not limited to: staffing costs, legal services, telephone, supplies, postage, and other general office expenses.

B. Annual Budget

The total five (5) year assessment budget is projected at approximately $4,047,912 annually, or $27,323,406 through the five (5) year term of the SCTID if the maximum assessment rate increases of one-half percent (0.5%) per year, up to a maximum rate of three percent (3%), are adopted as outlined in the table below. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased or decreased pursuant to this Plan.

The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the SCTID term, the assessment rate may be increased to a maximum rate of three percent (3%) of gross short-term sleeping room rental revenue for assessed lodging businesses. The Board shall have the authority to increase the rate to a maximum assessment rate of three percent (3%). If the assessment rate is increased, it may subsequently be decreased, subject to Board approval as described in Subsection D of this Section V, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum assessment increase or decrease permitted in any year shall be one-half percent (0.5%). Increases to the assessment rate shall be subject to the approval of the Board, and assessed lodging business owners, as described in Subsection D of this Section V.

The table below demonstrates the estimated maximum budget with the assumption that the assessment rate will be increased at the earliest opportunity as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regard to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Plan.

Estimated Annual Budget if Maximum Assessment Rates Are Adopted
2026 – 2031

Year	Marketing, Communications, and Convention Center and Partner Sales	Administration	Contingency	City Administration Fee	Total
2026-27	$2,833,538	$1,011,978	$121,437	$80,958	$4,047,912
2027-28	$3,541,923	$1,264,973	$151,797	$101,198	$5,059,890
2028-29	$4,250,308	$1,517,967	$182,156	$121,437	$6,071,868
2029-30	$4,250,308	$1,517,967	$182,156	$121,437	$6,071,868
2030-31	$4,250,308	$1,517,967	$182,156	$121,437	$6,071,868
Total	**$19,126,384**	**$6,830,852**	**$819,702**	**$546,468**	**$27,323,406**

C. California Constitutional Compliance

The SCTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the SCTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26, all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the SCTID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those lodging businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the SCTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the SCTID and are narrowly tailored. SCTID funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in SCTID programs, or to directly generate sales for non-assessed lodging businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed lodging businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses with non-assessment funding.

The assessment imposed by this SCTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales via targeted marketing. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the SCTID assessment, with marketing, sales and communications programs

[1] *Howard Jarvis Taxpayers Assn. v. the City of San Diego (1999)* 72 Cal App. 4th 230.
[2] Cal. Const. art XIII C § 1(e)(1).

promoting only lodging businesses paying the SCTID assessment. The marketing, communications, and convention center and partner sales programs will be designed to increase room night sales at assessed lodging businesses.

Because they are necessary to provide the marketing, communications, convention center and partner sales programs that specifically benefit the assessed lodging businesses, the reserves, administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although SCTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The Legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The Legislature has recognized that marketing and promotions services like those to be provided by the SCTID are government services within the meaning of Proposition 26[5].

3. Reasonable Cost

SCTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the DMO, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from SCTID-funded activities, be featured in advertising campaigns, and benefit from other SCTID-funded services. The assessed lodging business list was compiled from records provided by the jurisdiction and complies with the requirements of the 94 Law. Pursuant to Streets and Highways Code Section 36615, the City Council's determination of ownership is final and conclusive, with no obligation to obtain other information. Non-assessed lodging businesses will not receive these, nor any other, SCTID-funded services and benefits.

The SCTID-funded programs are targeted directly to benefit assessed lodging businesses. It is, however, possible that there will be a spillover benefit to non-assessed lodging businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-SCTID funds. SCTID funds shall only be spent to benefit the assessed lodging businesses and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the SCTID term, the assessment rate may be increased to a maximum rate of three percent (3%) of gross short-term sleeping room rental revenue for assessed lodging businesses. The Board shall have the authority to increase the rate to a maximum assessment rate of three percent (3%). If the assessment rate is increased, it may subsequently be decreased, subject to Board approval as

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)

described below, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum assessment increase or decrease permitted in any year shall be one-half percent (0.5%). Increases to the assessment rate shall be subject to the approval of the Board and assessed lodging business owners, as described below.

The DMO shall provide notice to assessed businesses with a clear disclosure of the rationale for an assessment increase tied to programs, projects, or services that enhance brand exposure and equity for Santa Clara as a destination and directly drive room night demand. To approve an assessment rate increase, the DMO shall secure signed petitions from assessed business owners totaling more than fifty percent (50%) of the assessed lodging businesses in the SCTID. If sufficient petitions are received, the Owners' Association's Board shall vote to adjust the assessment rate in accordance with the assessment structure reflected in the petitions, thereby aligning the rate with the preferences expressed by the assessed businesses.

While any increase in the assessment rate must follow the approval process outlined above, a proposed decrease may be approved by a vote of the Board.

Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; or stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Additionally, assessments will not be collected on stays by any Federal or State of California officer or employee on official business who shall provide one of the following: a warrant or check drawn on the Treasury of the United States; a copy of the official travel orders indicating the issuing governmental agency and the employee's full name; or, a copy of a letter on the official letterhead of an exempt governmental agency requesting exemption and listing the employee's name and stating that the stay is for official government business. The dates of occupancy must also be included. These requirements must be demonstrated by the guest at the time of registration. Failure to satisfy these requirements will result in no assessment exemption. Copies of the documentation for each exemption claimed must be submitted to the Director of Finance with each remittance of assessments.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the businesses within the SCTID, with costs allocated based on the proportional benefit conferred to each business. Activities funded by the SCTID, are specifically targeted to increase room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed SCTID businesses with higher priced room nights.

The term "gross short-term sleeping room rental revenue" as used herein means: the consideration received, whether or not actually charged by the lodging business, for the occupancy of space in a lodging business valued in money, whether said gross short-term sleeping room rental revenue is received in money, goods, labor, or otherwise, including all receipts, cash, credits, and property and services of any kind or nature. A lodging business may provide complimentary non-assessable rooms for employee use; guest satisfaction or charitable purposes (by a qualified 501(c)(3) charity) and a lodging business shall detail all complimentary non-assessable rooms in its regular reporting. Failure to accurately report complimentary rooms shall result in assessment of the rooms in question. Gross short-term sleeping room rental revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the SCTID assessment is identified separately it shall be disclosed as the "SCTID Assessment." As an alternative, the disclosure may include the amount of the SCTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue of the assessed lodging businesses for any purpose, including calculation of transient occupancy taxes.

Bonds or any debt obligation shall not be issued.

E. Interest and Overdue Charges

The SCTID shall reimburse the City for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent SCTID assessment are sought to be recovered in the same collection action by the City, the SCTID shall bear its pro rata share of such collection costs. Assessed lodging businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit any assessment imposed within the time required shall pay interest as described in subparagraph 3 below.
2. *Overdue Charge for Willful Noncompliance or Repeated Delinquencies:* If the City determines that the nonpayment of any remittance due is due to willful noncompliance or repeated delinquencies, an overdue charge of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the interest as required by subparagraph 3 below.
3. *Calculation of Interest:* In addition to the overdue charges imposed, any lodging business that fails to remit any assessment imposed shall pay interest at the rate of the United States government T-Bills sold at the latest sale prior to the date of the delinquency plus three percent (3%) prorated per month or fraction thereof on the amount of the assessment, exclusive of overdue charges, from the date on which the remittance first became delinquent until paid.
4. *Overdue Charges and Interest Merged with Assessment:* Except for the purpose of calculation of interest and overdue charges, every overdue charge imposed and such interest as accrues under the provisions of this section shall become a part of the assessment herein and subject to collection in the same manner as assessments.

F. Time and Manner for Collecting Assessments

The SCTID assessment will be implemented beginning July 1, 2026, or as soon as possible thereafter, and ending five (5) years from its start date. The City will be responsible for collecting the assessment on a monthly basis (including any interest and overdue charges) from each assessed lodging business. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business. The City shall forward the assessments collected to the Owners' Association. Unless the City otherwise provides by ordinance, resolution or written policy, assessments will be collected in the same manner, and at the same time, as City transient occupancy taxes.

VI. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the SCTID as defined in Streets and Highways Code §36612. The City Council has determined that Silicon Valley/Santa Clara DMO, Inc. dba Discover Santa Clara® will continue to serve as the Owners' Association for the SCTID.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its Board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act when acting in that capacity. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The DMO shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

CURRENT THROUGH CH. 790 OF THE LEGISLATION FROM THE 2025-2026 REGULAR SESSION, EFFECTIVE AS OF OCTOBER 13, 2025

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general

benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
(1) A map showing the boundaries of the district.
(2) Information specifying where the complete management district plan can be obtained.
(3) Information specifying that the complete management district plan shall be furnished upon request.
(c) The resolution of intention described in subdivision (a) shall contain all of the following:
(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:
(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
(b) The name of the proposed district.
(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities

and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be

mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the

district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36638. Assessment as government imposed fee on Civ C § 1770 transaction

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.
(b) This section shall become operative on July 1, 2024.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.
(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
(2) The improvements, maintenance, and activities to be provided for that fiscal year.
(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of

assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES*

SCTID Hotels	Address	City	State	Zip Code
AC Hotel Santa Clara	2970 Lakeside Drive	Santa Clara	CA	95054
Avatar Hotel Santa Clara a Tapestry Collection by Hilton	4200 Great America Parkway	Santa Clara	CA	95054
Delta Hotel by Marriott - Santa Clara Silicon Valley	2151 Laurelwood Road	Santa Clara	CA	95054
Element Santa Clara	1950 Wyatt Drive	Santa Clara	CA	95054
Embassy Suites Santa Clara - Silicon Valley	2885 Lakeside Drive	Santa Clara	CA	95054
Hilton Santa Clara	4949 Great America Parkway	Santa Clara	CA	95054
Hyatt House Santa Clara	3915 Rivermark Plaza	Santa Clara	CA	95054
Hyatt Regency	5101 Great America Parkway	Santa Clara	CA	95054
Marriott Santa Clara	2700 Mission College Blvd	Santa Clara	CA	95054
Hyatt Centric Silicon Valley	3100 Lakeside Drive	Santa Clara	CA	95054
TownePlace by Marriott	2877 Lakeside Drive	Santa Clara	CA	95054

*Jurisdiction list as of April 16, 2026

AGREEMENT TO ADMINISTER
THE SANTA CLARA TOURISM IMPROVEMENT DISTRICT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SILICON VALLEY/SANTA CLARA DMO, INC.

PREAMBLE

This Agreement is entered into as of July 1, 2026 ("Effective Date") by and between the **City of Santa Clara,** California, a chartered California municipal corporation ("City") and **Silicon Valley/Santa Clara DMO, Inc.,** a California non-profit mutual benefit corporation ("Corporation"), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Santa Clara Tourism Improvement District, for the purpose of conveying special benefits to lodging businesses assessed as part of the Santa Clara Tourism Improvement District. City and Corporation may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. On May 25, 2021, the Santa Clara City Council ("City Council") acting pursuant to the Property and Business Improvement Act of 1994, Sections 36600, et seq., of the California Streets and Highways Code ("Act"), adopted Resolution No. 21-8964 ("Establishment Resolution"), which established the Santa Clara Tourism Improvement District ("SCTID") and levied assessment on the lodging businesses within the SCTID ("SCTID Hotels").

B. On June 23, 2026, the City Council, adopted Resolution No. [Insert] ("Renewal Resolution"), which renewed the SCTID and levied assessment on the SCTID Hotels.

C. The assessments levied and collected by the City shall be used only for the purposes set forth in the Renewal Resolution, which incorporates by reference the Management District Plan (as defined below).

D. The services and activities to be performed by the Corporation are of a supplemental nature, such that were it not for the establishment of the SCTID, the supplemental services could not or would not be performed by City or by City employees, and such that the interests of City are better served by an agreement with the Corporation than by the performance or attempted performance of such supplemental services and activities by City.

E. The City Council has authorized the City Manager's Office to execute and administer this Agreement with the Corporation to administer the SCTID.

F. The Parties have specified herein the terms and conditions under which such services will be provided.

AGREEMENT TERMS AND CONDITIONS

Now, therefore, in consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

1. AGREEMENT DOCUMENTS

1.1. The documents forming the entire Agreement between City and Corporation shall

consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A - Insurance Requirements

Exhibit B - Santa Clara Convention Center Booking Policy Guidelines

Exhibit C - Santa Clara Tourism Improvement District Management District Plan, dated April 21, 2026 ("Management District Plan").

1.2. This Agreement, including the Exhibits set forth above, contain 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 terms and conditions in the body of the Agreement and the Exhibits referenced in Section 1.1, the terms and conditions in the body of this Agreement shall govern and control, except that in the event of a direct conflict with Exhibit C (Management District Plan), the requirements of the Management District Plan shall control.

2. TERM OF AGREEMENT

2.1. Term. The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2031.

2.2. No Automatic Renewals. There shall be no automatic renewal of this Agreement upon the expiration of the Term.

2.3. Operating Year. The SCTID's operating year shall mean each 12-month period of time during the Term beginning on July 1 and ending on June 30 ("Operating Year").

3. CORPORATION RESPONSIBILITES

3.1. Program Implementation and Operation. Corporation shall be responsible for developing, implementing, directing, and operating SCTID programs, improvements or activities as described in the Management District Plan (Exhibit C). Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its non-profit status throughout the Term of this Agreement.

3.2. Corporation Performance Measurement and Strategic Key Performance Indicators. Corporation will continue to actively pursue and support citywide group business, including larger convention opportunities. City acknowledges that Corporation's scope of work extends beyond any single market segment or booking outcome and requires strategic flexibility to respond to evolving market conditions, competitive dynamics, and long-term positioning of the SCTID Hotels and the geographical area of the City and neighboring Silicon Valley as a desired and sought after destination.

The Corporation's Board of Directors will be delegated the authority to establish and adopt annual Key Performance Indicators ("KPIs") that measure Corporation's effectiveness in driving overall economic impact and return on investment from SCTID funding. These KPIs will acknowledge the Corporation's influence across sales, marketing, and operations while

also addressing other strategic focus areas identified by the Board as critical to the Corporation's success. KPIs may include both quantitative and qualitative measures and will be reviewed and approved by the Board annually to ensure they remain relevant, disciplined, and reflective of the Corporation's strategic priorities.

3.3. Program and Budget Reports. Corporation shall prepare and submit to the City an annual report for each year for which Assessments are to be levied and collected by the City. Corporation shall submit to the City the various applicable SCTID program reports, including the following:

A. Board Meeting Packets. Corporation shall submit to City copies of Board meeting packets for meetings at which SCTID programs, improvements and activities; KPI performance, or statistical and financial data, including, but not limited to, budget-to-actual comparison, are discussed. The Board Meeting Packets shall be submitted to the City Manager's Office on a monthly basis.

B. Annual Audit Report. Corporation shall prepare and submit to the City Manager's Office and file with the City Clerk's Office, an annual audit report ("Annual Report") for each Operating Year for which Assessments are to be levied and collected. The Annual Report shall be prepared in accordance with Section 36650 of the Streets & Highways Code and shall contain all items required by said Section. The Annual Report shall be submitted and filed within one hundred twenty (120) days after the end of the Operating Year, or within any such longer time period as may be reasonably requested by the Corporation and approved by the City in its reasonable discretion. The Corporation shall also present the Annual Report at the end of each Operating Year to the City Council, and the City Council may approve the report as filed by the Corporation or, after consultation with the Corporation, may modify any particular section contained in the report and approve it as modified. Any modification shall be made after conducting the proceedings required by Sections 36635 and 36636 of the Streets and Highways Code.

3.4. Audits.

A. Financial Statement Audit. Within one hundred fifty (150) days after the end of each Operating Year, or as otherwise approved by the City Manager in their sole discretion, Corporation agrees to provide the City a certified audited financial statement and management's report on internal control over financial reporting on the accounts and records as kept by the Corporation. Costs associated with obtaining such certified audit report shall be a Corporation expense, which expense shall be permitted to be included in Corporation's Annual Budget that is approved by the Corporation's Board of Directors. The financial statement audit shall be performed by an external auditor approved by the City, such approval not to be unreasonably withheld or delayed, and shall be conducted in accordance with generally accepted auditing standards.

B. Agreed Upon Procedure Report: Corporation shall retain an external auditor approved by the Board of Directors and acceptable to the City in its sole discretion, to conduct an audit of the SCTID Hotels and prepare an Agreed Upon Procedure (AUP) Report to validate the SCTID assessment collection amount, calculation, and timely remittance to the City. The AUP shall be submitted to the

City within one hundred fifty (150) days after the end of each Operating Year, or as otherwise approved by the City Manager, along with the Financial Statement Audit. Costs associated with retaining the external auditor and preparing the AUP Report shall be a Corporation operating expense, which expense shall be permitted to be included in the Annual Budget that is approved by the Corporation's Board of Directors.

C. Performance Audit. City (through its Director of Finance or other authorized officer or designee) may also cause, at its own expense, a Performance Audit to be conducted and completed by a performance auditor (the person or firm so selected referred to herein as the "Auditor") or by the City Auditor. The Performance Audit shall assess Corporation's performance during the previous Operating Year. A draft report of the Performance Audit shall be made available for comment by City and Corporation prior to completion of the audit. The Performance Audit will include any performance measures agreed each year as part of the budget process.

3.5. Program Coordination. Corporation shall render services described in Section 3.1 ("Services") in accordance with the Management District Plan and the terms of this Agreement and shall cooperate with the City Manager's Office in the execution of the Management District Plan and this Agreement.

3.6. Support Services. Corporation assumes responsibility for the contracting of support services as required and paying for all such direct and indirect expenses as may be necessary for the timely completion the Services. Any obligations or expenditures for items not budgeted in Corporation's Annual Budget (as it may be revised or updated from time to time) shall not be paid through assessments collected for the SCTID, unless approved by the Corporation's Board of Directors. In administering subcontracts as necessary for providing SCTID programs, improvements or activities, Corporation shall comply with all applicable State, County and City laws and regulations.

3.7. Procurement of Goods and Services. Corporation shall follow best procurement practices in the purchase of goods and services that are paid for through this Agreement. The term "best procurement practices" shall entail Corporation acting in a commercially reasonable manner in: (I) implementing and maintaining responsible management and oversight so as to manage its procurement contracts fairly and effectively, (ii) considering factors such as the requirements of Corporation's business operations, alternatives, timing, supply strategy and total life cycle costs of the good or service when evaluating vendors' submissions, (iii) providing all qualified vendors with fair access so as to avoid conflict of interest, and to choose the successful vendor through a fair and non-discriminatory process, (iv) assuring that it is receiving quality service and goods at the right place and time, and (v) otherwise promoting integrity, professionalism, accountability, transparency, compliance to internally articulated requirements, and continuous improvement.

To the maximum extent possible, Corporation shall provide economic opportunities to the City's local businesses and vendors through the Corporation's procurement of goods and services, and actively market, promote and disseminate information to City businesses and vendors with regard to the Corporation's procurement policies (in an effort to provide increased competition and awareness to City businesses and vendors of future bids,

proposals, and other procurement opportunities issued by the Corporation). Corporation shall report such efforts to City when reasonably requested by the City.

3.8. Budget. Each program, improvement or activity specified in the Management District Plan, and as described in section 36622 of the Act, or the Annual Report, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Annual Reports were the best estimates of the cost of those programs, improvements, or activities at the time those estimates were made. Deviations from those estimates may be anticipated and made by mutual agreement of the Parties and subsequent update to Corporation's Annual Budget. City and Corporation also agree that the programs, improvements, and activities may not be completed within the year budgeted, given normal delays that can be expected in these types of programs. Corporation will use all commercially reasonable efforts to implement and complete all programs, improvements and activities specified in the Management District Plan. If Corporation decides to make any material changes to the Management District Plan, Corporation will request City Council authorization to make said modifications pursuant to Sections 36635 and 36636 of the Act. In no event may Corporation spend more than the total amount actually collected pursuant to collection rate in the Management District Plan for any given year, including delinquent payments, interest income, and rollover funds, without City Manager's Office or City Council approval.

3.9. DMO Board of Director Composition & Management. Corporation's Board of Directors shall serve as the authoritative body responsible for identifying, interviewing, and making decisions regarding the composition of the Board. A majority of the voting members of the Corporation's Board of Directors shall be representatives of SCTID Hotels. The Board will seek to ensure a thoughtful and diverse representation of the community, industry, and business leadership. The City shall be represented on the Board through an Ex-Officio, non-voting advisory position. This advisor shall be designated by the City Manager.

4. CITY RESPONSIBILITES

The City Manager's Office may assist with the resolution of any discrepancies in individual Assessment amounts, calculations, or benefits. The City reserves the right to:

4.1. Make reasonable efforts to effect the timely collection of the SCTID assessment on a monthly basis, including City assessments and direct billed assessments;

4.2. The City shall disburse to Corporation the SCTID assessments within thirty days of collection.

A. The SCTID assessments dispersed to Corporation shall be those assessments actually received, less the recoverable City Manager's Office costs, net of any Finance Department charges or City Administration Fees required by Section 7.1 of this Agreement, and less any Overdue Charges or Interest required by Section 7.3 of this Agreement.

B. Notwithstanding, the above, the City may also withhold either all or some portion of the SCTID assessments collected if: a) Corporation has failed to maintain records or follow generally accepted accounting principles, b)

Corporation is in violation of this Agreement, or other law, c) any portion of the assessment is challenged or likely to be challenged, or d) Corporation has materially failed to perform its obligations under this Agreement due to inadequate staffing, as evidenced by documented, uncured performance deficiencies directly attributable to staffing levels. Prior to withholding any revenue, the City will notify Corporation and set forth the specific problems and issues. The City, at its sole discretion, will provide Corporation a reasonable opportunity to resolve such problems and issues before the City withholds the funds. If the City withholds any funds under this section, it will release such funds upon the implementation of an acceptable resolution, subject to the approval of the City Manager and possible modification of the disbursement. This section does not alter or diminish the City's right to invoke other appropriate remedies, including termination of this Agreement as set forth in Section 15.

4.3. Make reasonable efforts with the Finance Department to pursue delinquent SCTID assessments and remit such assessments to Corporation, including penalties subject to City's right to recover costs for pursuing such assessments;

4.4. Provide to Corporation monthly reports, which shall include the amount of SCTID assessments collected and the administrative fee retained.

4.5. Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies as needed;

4.6. Conduct reviews of existing primary data; verify assessment data as provided by the Finance Department; verify exemption request to substantiate a claim made by a lodging business owner subject to assessment in the SCTID, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate, in its sole discretion;

4.7. Make reasonable efforts with the Finance Department to make changes or corrections to the reporting process for lodging businesses as needed;

4.8. The City shall provide written notice to the Corporation or any affected SCTID Hotel of any action by the City Manager's Office of its intent to conduct an investigation. The Corporation shall provide any documentation requested as it relates to the investigation. All City Manager's Office costs associated with such supplemental investigations may be recovered from the SCTID assessments collected, subject to existing or future City policies and procedures regarding recoverable costs and expenses. Such costs will be in addition to those costs set forth in Section 7 of this Agreement.

5. RIGHT OF CITY TO INSPECT RECORDS OF CORPORATION

5.1. 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 Corporation for the purpose of verifying any and all expenditures made by Corporation in connection with the Services rendered by Corporation under this Agreement. Corporation

agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all expenditures made by Corporation in connection with the Services rendered by Corporation. Any expenses not so recorded shall be disallowed by the City. Corporation shall bear the cost of the audit if the audit determines that there has been a substantial non-recording of expenditures by Corporation.

5.2. Corporation shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Corporation agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Corporation's Services hereunder. Corporation shall turn over to City all records which demonstrate performance under this Agreement upon termination or completion of this Agreement.

6. DISBURSEMENTS

6.1. Based upon the assessments collected pursuant to the collection rate in the Management District Plan or Annual Reports, and with the exception of recoverable City Manager's Office costs, net of any Finance Department charges or City Administration Fees, or withheld as outlined in Section 4.2, City shall disburse to Corporation the actual revenues received from SCTID assessments in accordance with Section 4 of this Agreement.

6.2. Corporation agrees to use any funds received from the SCTID solely for the Corporation's performance of Services consistent with the requirements of this Agreement and the District Management Plan.

6.3. Within sixty (60) days of the date of SCTID renewal, the City shall initiate a third-party audit of all SCTID assessment funds held by the City under the Second Amended and Restated Fiscal Sponsorship Agreement effective as of July 1, 2025 between the City and Corporation, the cost of which shall be borne by the Corporation. The audit shall be conducted by an independent third-party auditor selected by the City and shall be completed within one hundred twenty (120) days of initiation. Prior to any disbursement, all audit findings, deficiencies, or exceptions identified in the audit shall be fully resolved to the mutual satisfaction of the City and Corporation, which satisfaction shall not be unreasonably withheld or delayed. Within thirty (30) days following the completion of the audit and the resolution of any such findings, deficiencies, or exceptions by both parties, the City shall disburse all SCTID assessment funds held by the City to the Corporation.

6.4. The City Manager's Office may withhold either all or some portion of the actual revenues received from assessments if the City Manager's Office finds that the Corporation is not properly administering its Annual Budget in accordance with the Annual Report and Section 3 (insofar as it requires Corporation to create an Annual Budget and expend funds pursuant to this Agreement, the Management District Plan and the Annual Report, and in compliance with the Act) in any material manner. The City Manager's Office will notify Corporation and set forth the specific problems and issues relative to the Corporation's failure to properly implement the improvements and activities stated in Section 3 of this Agreement, the Management District Plan, and the Annual Report. The City Manager's Office and Corporation will immediately attempt to cure the problems if, at the City Manager's Office's sole discretion, a cure is appropriate. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City

Manager's Office, and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent with California Streets and Highways Code, Section 36670, or other applicable law, or to invoke other appropriate remedies, including termination of this Agreement.

6.5. If the Corporation is dissolved, dissolves itself, or no longer has non-profit status, prior to or upon the expiration of this Agreement, any unexpended monies will be immediately transmitted to City for distribution as described in Section 10 of this Agreement. Corporation will immediately notify the City Manager's Office of any such change in corporation status.

7. COSTS AND EXPENSES

7.1. Administration Fee. Per the Management District Plan, the Corporation shall pay the City a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration which may include but are not limited to: staffing costs, legal services, telephone, supplies, postage, and other general office expenses. The Administrative Fee shall be deducted from the assessment funds the City will forward to the Corporation.

7.2. The Administrative Fee shall be reflected in the monthly report required by Section 4.4 of this Agreement.

7.3. Interest and Overdue Charges. The Corporation shall reimburse the City for any costs associated with collecting unpaid assessments in accordance with the Management District Plan.

8. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit A, Corporation shall provide and maintain in full forces, at no cost to City, insurance policies set forth in Exhibit A.

9. 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 Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov

And to Corporation addressed as follows:

Silicon Valley/Santa Clara OMO, Inc.
Attention: Board of Directors
5001 Great America Parkway
Santa Clara, CA 95054

And by e-mail at DSCAdmin@discoversantaclara.org

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.

10. REVENUES AND ASSETS OF THE DISTRICT

In the event the SCTID is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be returned to the City and refunded in the manner described in Section 36671 of the Act.

11. CONFLICT OF INTEREST

11.1. Corporation certifies that to the best of its knowledge, no City officer, employee, or authorized representative has any financial interest in the business of the Corporation and that no person associated with Corporation has any interest, direct or indirect, which could reasonably be expected to conflict with the faithful performance of this Agreement. Corporation 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. Corporation will advise City if a conflict arises.

11.2. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which is reasonably likely to create any SCTID-related conflict of interest. In particular, Corporation's Board of Directors and the Chief Executive Officer must disclose any material financial interest they have in any matter coming before them for decision by or involving the Corporation. Any Board member, Chief Executive Officer or employee of Corporation acting in such capacity shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.

11.3. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities, information or assistance related to the SCTID's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide the services discussed in Section 3 of this Agreement to any other Business Improvement District unless the bylaws of both Corporation and such Business Improvement District are amended to permit the provision of such services.

12. ASSIGNMENT AND SUBCONTRACTING

City and Corporation 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. Corporation may use subcontractors to provide any portions of the services necessary to carry out obligations pursuant to Section 3.1 with written notice to the City and approval by the Corporation's Board of Directors. In no event may Corporation subcontract or delegate for the implementation of the whole Management

District Plan. The use of subcontractors shall not relieve Corporation from any liability or obligation under this Agreement. Corporation shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Corporation. Corporation shall ensure that its subcontractors comply with all of the terms of this Agreement. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City.

13. GENERAL FUND NOT LIABLE

Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected SCTID assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts, or revenues.

This Agreement embodies all of Corporation's reimbursement rights and no promissory note or other document shall be required to be executed by City in connection therewith.

14. CORPORATION NOT AGENT OF CITY

Neither Corporation or any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

15. TERMINATION

15.1. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than sixty (60) days prior written notice to Corporation. Upon receipt of said notice, Corporation shall immediately take action not to incur any additional obligations, cost, or expenses, except as may be reasonably necessary to terminate its activities. City shall pay Corporation its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Corporation to effect such termination. Thereafter, Corporation shall have no further claims against City under this Agreement.

15.2. City shall have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance, or other violations of law have occurred in connection with Corporation's management of the SCTID. City retains the right to immediately commence disestablishment proceedings in accordance with Streets and Highways Code Section 36670, which states in pertinent part that "[a]ny district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council. .. [i]f the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment." Streets and Highways Code§ 36670(a)(1). In addition, City may seek all other available appropriate remedies pursuant to law. Corporation will have 10 business days to respond in writing to City's notice of suspension and begin a dispute resolution process.

15.3. Further notwithstanding the foregoing, City may immediately terminate this Agreement if Corporation ceases to be a non-profit or if a federal or state proceeding for

relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors.

15.4. In the event City terminates this Agreement as provided in this Section, City may procure upon such terms and in such manner as City may deem appropriate, services similar in scope and level of effort to those terminated, and Corporation shall be liable to City for all its direct costs and damages, including, but not limited to, any excess costs for such services.

15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, including the Management District Plan or the Act shall become City property upon date of such termination.

15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or under this Agreement.

16. STANDARD OF CARE

Corporation represents and maintains that it has the expertise necessary to perform the services required under this Agreement, and its duties and obligations, expressed and implied, contained herein, and City has entered into this Agreement in consideration of such representations. Corporation shall perform such services and duties with the degree of skill and care ordinarily exercised by destination marketing organizations of comparable size, scope, and budget serving communities of similar character within the State of California.

17. BROWN ACT AND PUBLIC RECORDS ACT

17.1. The Board of Directors of the Corporation is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.

17.2. Notwithstanding Section 17.1 above, the Board of Directors of the Corporation, when hearing, discussing, deliberating, and taking actions on matters within the subject matter of the SCTID will comply with the provisions of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950 of Part 1 of Division 2 of Title 5 of the Government Code).

17.3. Notwithstanding Section 17.1 above, Corporation and the Board of Directors are also subject to and must comply with the California Public Records Act (Government Code section 7920.000 et seq.).

18. SEVERABILITY

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.

19. 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.

20. AMENDMENT

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

21. EXCUSABLE DELAYS

In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; pandemics; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

22. WAIVER

Corporation 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.

23. INDEPENDENT CONTRACTOR

Corporation and all person(s) employed by or contracted with Corporation to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Corporation has full rights to manage its employees in their performance of Services under this Agreement.

24. FAIR EMPLOYEMENT

Corporation 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.

25. COMPLIANCE WITH LAWS

Corporation 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, Corporation'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), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Corporation has read and agrees to comply with City's Ethical

Standards (http://santaclaraca.gov/home/showdocument?id=58299).

26. HOLD HARMLESS/INDEMNIFICATION

26.1. To the extent permitted by law, Corporation shall hold harmless, defend and indemnify the City, its City Council, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' 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 Corporation pursuant to this Agreement - including claims of any kind by Corporation's employees or persons contracting with Corporation pursuant to this Agreement - 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. The City shall provide prompt notice to Corporation of any third-party claim or action for which it will seek indemnification from Corporation hereunder and provide Corporation with the opportunity to defend such claim or action with attorneys it selects. If Corporation does not exercise its right to defend such claim or action, then the City shall do so, but the City shall not settle any claim or action for which it will seek to be indemnified by Corporation hereunder without first obtaining the written consent of Corporation, which consent will not be unreasonably withheld or delayed.

26.2. Corporation'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 Corporation, against City (either alone, or jointly with Corporation), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

26.3. To the extent Corporation 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, Corporation 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 Corporation's responsibilities under the Act.

26.4. The Parties expressly agree that this Section 26 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

27. WARRANTY

Corporation expressly warrants that all materials and services covered by this Agreement shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances. Corporation agrees to promptly replace or correct any incomplete, inaccurate, or defective work at no further cost to City when defects are due to the negligence, errors, or omissions of Corporation. If Corporation fails to promptly correct or replace services, City may make corrections or replace materials or services and charge Corporation for the cost incurred by City.

28. 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. Electronic copies of signed signature pages transmitted electronically by any Party to the other Party either by facsimile or via the Internet (e.g., in a "pdf' or "if' format data file or comparable format) will be deemed binding originals for all purposes and will be deemed delivered for all purposes when any such copies are received by the other Party.

29. ELECTRONIC SIGNATURES

Each Party agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Approved as to Form:

Dated:_____

_____
Office of the City Attorney

_____
Jovan Grogan
City Manager
1500 Warburton Avenue
Santa Clara, Ca 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Dated: _____

By (Signature: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: _____

EXHIBIT A INSURANCE REQUIREMENTS

Without limiting the Corporation's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Corporation 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 Corporation'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 Corporation; 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 Corporation 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[1];

   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.

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[1] This requirement may make it difficult for Corporation to obtain such insurance. The DMO should confirm that such a policy type is available and obtain a premium cost estimate for such a policy.

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 Corporation 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 Corporation 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. CRIME

Crime insurance including forgery or alteration coverage, computer fraud coverage, funds transfer fraud coverage, money and securities coverage, money orders and counterfeit money coverage, burglary, robbery, theft, payment instruction fraud, and employee dishonesty coverage with limit not less than $1,000,000 per claim and in the aggregate. City shall be a loss payee to the extent of its interest.

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 Corporation'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 Corporation 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 Corporation's insurance.

3. Cancellation. 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.

    a. 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.

2. 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

Corporation and City agree as follows:

1. Corporation agrees to ensure that subcontractors, and any other party involved with the Services is not an employee of Corporation, and who is brought onto or involved in the performance of the Services by Corporation, provide the same minimum insurance coverage required of Corporation, except as with respect to limits. Corporation 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. Corporation 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. Corporation agrees to be responsible for ensuring that no contract used by any party involved in any way with the providing Services reserves the right to charge City or Corporation 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 Corporation 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, Corporation, 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. Corporation 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

Corporation 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, Corporation 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 City Manager's Office
P.O. Box 100085 - S2
Duluth, GA 30096

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 Corporation 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE SANTA CLARA TOURISM IMPROVEMENT DISTRICT (SCTID)

WHEREAS the City of Santa Clara ("City") created the Santa Clara Tourism Improvement District ("SCTID") on May 25, 2021, by Resolution No. 21-8964; and;

WHEREAS, the SCTID was created for a five (5) year term which ends on June 30, 2026; and

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code § 36600 et seq.), authorizes the City to renew business improvement districts upon petition by a weighted majority of the authorized representatives of the businesses located within the boundaries of the district and paying the proposed assessment; and

WHEREAS, authorized representatives of lodging businesses who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the lodging business, within the boundaries of the SCTID have petitioned the City Council to renew the SCTID; and

WHEREAS, included with the petitions was a Management District Plan ("Plan") summary describing the proposed assessment to be levied on lodging businesses, existing and in the future, within the SCTID to pay for marketing, communication programs, and convention center and partner sales, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed lodging businesses within the SCTID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on May 5, 2026, at 7:00 PM at the Council Chambers located at 1500 Warburton Avenue, Santa Clara, CA 95050, the City Council adopted a Resolution Declaring its Intention to Renew the Santa Clara Tourism Improvement District and Fixing the Time and Place of a Public Meeting and Public Hearing therein and Giving Notice Thereof, Resolution No. 26-9558; and

WHEREAS, the public meeting and public hearing to consider the renewal of the SCTID were

properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on June 9, 2026, at 7:00 PM, or as soon thereafter as the matter was heard, at Council Chambers located at 1500 Warburton Avenue, Santa Clara, CA 95050, the City Council held a public meeting to allow public testimony regarding the Renewal of the SCTID, and the City Council heard and received objections and protests, if any, to the renewal of the SCTID and the levy of the proposed assessment; and

WHEREAS, on June 23, 2026, at 7:00 PM, or as soon thereafter as the matter was heard at Council Chambers located at 1500 Warburton Avenue, Santa Clara, CA 95050, the City Council held a public hearing regarding the renewal of the SCTID, and the City Council heard and received all objections and protests, if any, to the renewal of the SCTID and the levy of the proposed assessment; and

WHEREAS, the City Clerk determined that there was no majority protest. A majority protest is defined as written protests received from authorized representatives of businesses in the renewed SCTID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business; and

WHEREAS, the City bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the City in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor.

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

1. That The recitals set forth herein are adopted by the City Council as findings and they are true and correct.

2. The SCTID is hereby renewed for a five (5) year term, beginning July 1, 2026, and ending June 30, 2031, unless renewed pursuant to Streets and Highways Code § 36660.

3. The Plan dated April 21, 2026, is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the SCTID will be funded by the levy of the assessment on those businesses. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the SCTID; to provide activities or improvements outside the SCTID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the SCTID boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the SCTID.

5. The City Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the SCTID that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the SCTID are levied solely upon the assessed business, and the business is solely responsible for payment of the assessment when due. If the authorized representative of the business chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business as the “SCTID Assessment” or “Tourism Assessment” as specified in the Plan.

6. The assessments levied for the SCTID shall be applied towards marketing, communication programs, and convention center and partner sales programs to market Santa Clara lodging businesses within the SCTID as tourist, meeting and event destinations, and other improvements and activities as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase sleeping room rentals, an assessment based on gross short-term sleeping room rental revenue is the best measure of benefit.

8. The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the SCTID term, the assessment rate may be increased to a maximum rate of three percent (3%) of gross short-term sleeping room rental revenue for assessed lodging businesses. Pursuant to the Plan, the Silicon Valley/Santa Clara DMO, Inc. dba Discover Santa Clara® (the “DMO”) Board of Directors (Board) shall have the authority to increase the rate to a maximum assessment rate of three percent (3%). If the assessment rate is increased, it may subsequently be decreased, subject to Board approval as described in the Plan, but shall not be decreased below a minimum of two percent (2%) of gross short-term

sleeping room rental revenue. The maximum assessment increase or decrease permitted in any year shall be one-half percent (0.5%). Increases to the assessment rate shall be subject to the approval of the Board and assessed lodging business owners, as described in the Plan.

Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; or stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Additionally, assessments will not be collected on stays by any Federal or State of California officer or employee on official business who shall provide one of the following: a warrant or check drawn on the Treasury of the United States; a copy of the official travel orders indicating the issuing governmental agency and the employee's full name; or, a copy of a letter on the official letterhead of an exempt governmental agency requesting exemption and listing the employee's name and stating that the stay is for official government business. The dates of occupancy must also be included. These requirements must be demonstrated by the guest at the time of registration. Failure to satisfy these requirements will result in no assessment exemption. Copies of the documentation for each exemption claimed must be submitted to the City's Director of Finance with each remittance of assessments.

9. The assessments for the entire SCTID will total approximately $4,047,912 in year one (1).

10. Bonds or any debt obligations shall not be issued to fund the SCTID.

11. The SCTID shall include all lodging businesses with ten (10) rooms or more, existing and in the future, available for public occupancy located within the boundaries of a portion of the City as shown on the boundary map is attached hereto and incorporated herein by reference.

12. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the SCTID assessment is levied as long as they are used consistent with the requirements set forth herein.

13. The assessments to fund the activities and improvements for the SCTID will be collected by the City on a monthly basis, and in accordance with Streets and Highways Code §36631.

14. The City Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the SCTID as defined in Streets and Highways Code §36612. The DMO shall be the SCTID Owners' Association and shall implement the Plan in accordance with the requirements of the Agreement to Administer the SCTID, effective July 1, 2026.

15. The DMO, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the SCTID Renewal.

16. The SCTID renewed pursuant to this Resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

17. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the renewal of the SCTID and to levy the assessments.

18. 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 23rd DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

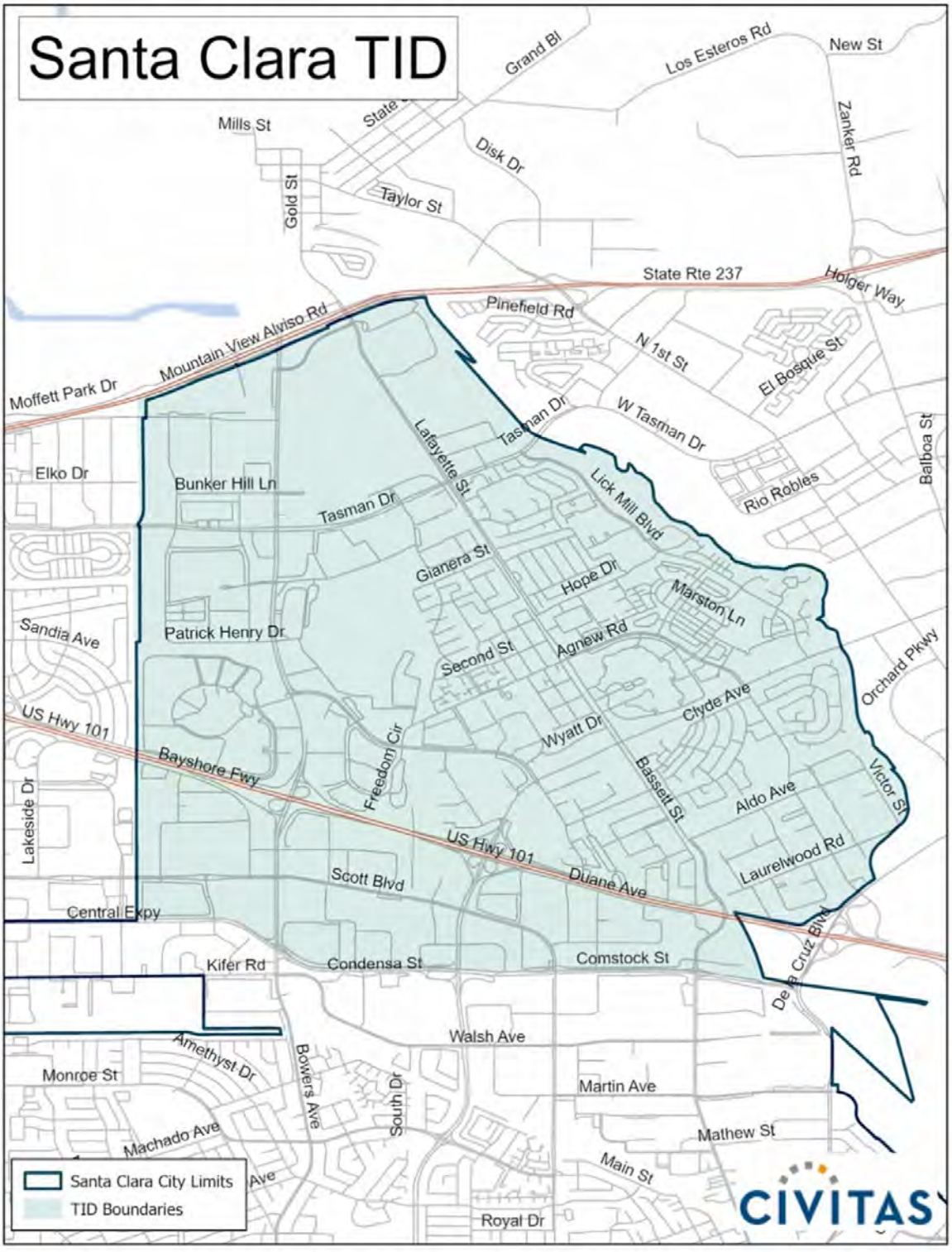
ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. SCTID Boundary Map

Santa Clara Tourism Improvement District Boundary Map


Santa Clara TID
Grand Bl
Los Esteros Rd
New St
Mills St
Disk Dr
Zanker Rd
Gold St
Taylor St
State Rte 237
Holger Way
Pinefield Rd
Mountain View Alviso Rd
Moffett Park Dr
N 1st St
El Bosque St
Tasman Dr
W Tasman Dr
Lafayette St
Elko Dr
Bunker Hill Ln
Tasman Dr
Lick Mill Blvd
Rio Robles
Balboa St
Gianera St
Hope Dr
Marston Ln
Sandia Ave
Patrick Henry Dr
Second St
Agnew Rd
Orchard Pkwy
US Hwy 101
Bayshore Fwy
Freedom Cir
Wyatt Dr
Clyde Ave
Bassett St
Victor St
Aldo Ave
Lakeside Dr
US Hwy 101
Laurelwood Rd
Scott Blvd
Duane Ave
Central Expy
De La Cruz Blvd
Kifer Rd
Condensa St
Comstock St
Walsh Ave
Amethyst Dr
Monroe St
Bowers Ave
South Dr
Martin Ave
Machado Ave
Mathew St
Main St
Royal Dr
Santa Clara City Limits
TID Boundaries
CIVITAS

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Proposed FY 2027/28 Santa Clara Stadium Authority Capital Expense Projects (DEFERRED FROM JUNE 9, 2026)

BACKGROUND

The Stadium Management Agreement (Management Agreement) between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company, LLC (StadCo), and Forty Niners Stadium Management Company LLC (ManCo or Stadium Manager) defines the Stadium Operation and Maintenance Plan (SOMP) as the plan designed to achieve a safe and well-maintained Stadium and states that it should include the standards for management and operation of the Stadium, including the required security, staffing, and other required elements of hosting Stadium events. The Stadium Manager is responsible for preparing the SOMP that is presented annually to the Stadium Authority. The SOMP is required to include certain documents, including a Capital Expenditure Plan.

Each year, Stadium Authority staff prepares a proposed Santa Clara Stadium Authority Operating, Debt Service, and Capital Budget for the Stadium Authority's twelve-month Fiscal Year (FY), which begins on April 1 and runs through March 31, in accordance with Article 4 - Records, Accounts, Budgets, and Reports of the Management Agreement. The Stadium Manager is required to submit a Capital Expenditure (CapEx) Plan that includes a five-year projection of anticipated capital expenditures.

The last four years of the Stadium Manager's proposed Five-Year CapEx Plan for FY 2027/28 - FY 2030/31 is included as Attachment 1. The Stadium Manager's FY 2026/27 budget submittal included significant investment in capital expenses proposed in the out-years beyond FY 2026/27. As the tenant of Levi's Stadium, StadCo is also conducting a Facility Condition Assessment (FCA), funded at its expense, to support long-term financial planning, operational efficiency, and structural integrity. The FCA will identify necessary repairs, capital improvements, and compliance requirements while optimizing maintenance costs and resource allocation. The FCA is anticipated to be completed in 2027. Once the assessment is complete and received, the Stadium Authority will undertake a vetting of the FCA. The Stadium Authority's current capital reserve balance is far below an appropriate level, and increasing this balance will be a major focus of future budgetary and capital project planning. The Stadium Authority will also assess and independently verify long-term facility needs at the Stadium. Initial funding for this work is included in the FY 2026/27 Operating Budget, and Stadium Authority staff is finalizing the scope of work and anticipates releasing a Request for Proposals (RFP) in the upcoming weeks.

On March 10, 2026, the Stadium Authority Board took several actions related to the 2026/27 Stadium Authority Operating, Debt Service, and Capital Budget, including:

1. Adopt the Santa Clara Stadium Authority Fiscal Year 2026/27 Operating, Debt Service, and Capital Budget; and
2. With respect to the CapEx Plan:
    a. Approve the Fiscal Year 2026/27 CapEx projects (Year One, and for items that have budget allocated in Year One and a forecast expenditure in Year Two), of the Stadium Manager's 5-Year CapEx Plan, including such projects that are to be completed over multiple years;
    b. Do not approve at this time CapEx projects to be commenced after Fiscal Year 2026/27 (Years 2 through 5); and
    c. Upon completion of the Stadium Manager's FCA, Stadium Authority staff's evaluation and completion of its own FCA, and further discussions with Stadium Manager, return to the Stadium Authority Board with staff's recommendation for Stadium Authority action on the CapEx program for Years 2 through 5.

During the March 10, 2026 budget discussion, staff also committed to conduct a further review and work with the Stadium Manager on the CapEx Projects proposed for FY 2027/28, Year 2 in the Stadium Manager's 5-Year CapEx Plan, and provide the Stadium Authority Board with additional information on the Stadium Authority's review of the FY 2027/28 CapEx Projects within 90 days.

Through this report, staff is presenting the Stadium Authority Board with recommendations on the proposed FY 2027/28 CapEx Projects.

DISCUSSION

At Stadium Authority staff's request, the Stadium Manager provided a CapEx Project Detail document with project descriptions for the FY 2027/28 Stadium Authority CapEx Budget that were much more detailed than prior years' submissions. On May 4, 2026, the Stadium Manager provided City and Stadium Authority staff a walk-through of Levi's Stadium to view the proposed projects. During the walk-through, the Stadium Manager team highlighted the condition of the equipment and infrastructure at the Stadium during the tour and answered City/Stadium Authority staff's questions with transparency and a partnership approach.

The document and the May 4th walk-through enabled City and Stadium Authority staff to gain a more in-depth understanding of the proposed projects and the work the Stadium Manager conducts on behalf of the Stadium Authority. Based on the information included in the CapEx Project Detail and engagement from the Stadium Manager, Stadium Authority staff recommends funding the Stadium Manager's proposed FY 2027/28 CapEx projects as summarized in the following table:

Project Number	Project Title	FY 2027 Request	SCSA Staff Recommendation	Recommended Amount
27-2001	Premium Areas	$ 2,410,116	Approve with modifications (50%).	$ 1,205,058
27-2002	ADA Platforms	$ 1,500,000	Approve.	$ 1,500,000
27-2003	Wayfinding Signs	$ 1,238,036	Do not approve at this time.	$ -
27-2004	Window Gasket Replacement	$ 658,944	Approve with additional direction.	$ 658,944
27-2005	Swiss Pearl Exterior Panel System	$ 500,000	Approve with additional direction.	$ 500,000
27-2006	Sanitary Valves	$ 492,128	Approve with additional direction.	$ 492,128
27-2007	Beer Systems	$ 410,107	Approve with additional direction.	$ 410,107
27-2008	Seismic Joints	$ 369,096	Approve with additional direction.	$ 369,096
27-2009	Elevator Modernization	$ 287,375	Approve with additional direction.	$ 287,375
27-2010	Exterior Facing Fixed Glazing	$ 147,963	Approve with additional direction.	$ 147,963
27-2011	Ceilings - Grid or Metal Outdoor Stadium	$ 143,688	Approve.	$ 143,688
27-2012	Tire Shredder	$ 131,234	Approve.	$ 131,234
27-2013	Trench Drain Replacement	$ 118,111	Approve with additional direction.	$ 118,111
27-2014	Air Compressors	$ 114,950	Approve with additional direction.	$ 114,950
27-2015	Condenser Water Systems and VAV Wet Units	$ 114,950	Approve with additional direction.	$ 114,950
27-2016	Heat Exchanger	$ 114,950	Approve with additional direction.	$ 114,950
27-2017	Surveillance - Command Center Equipment	$ 114,950	Approve with additional direction.	$ 114,950
27-2018	Backbone Fiber Optics	$ 88,583	Approve with additional direction.	$ 88,583
27-2019	Replace Furniture - First Aid Hospital Beds	$ 68,970	Approve.	$ 68,970
27-2020	Backflow Preventers repair/replace as needed	$ 57,475	Approve.	$ 57,475
27-2021	Irrigation - Interior Field and Roof Garden Pumps and Piping	$ 22,990	Approve with additional direction.	$ 22,990
	Total	**$ 9,104,616**		**$ 6,661,522**

The attached document titled “Recommendations on Stadium Manager’s Proposed FY 2027/28 CapEx Projects” (Attachment 2) includes the Stadium Manager’s CapEx Project Detail and additional details about Stadium Authority staff’s analysis and recommendation for each project’s funding and any additional direction, if applicable.

It should be noted that the Stadium Manager’s original FY 2027/28 CapEx projects request included “Kawasaki ATVs” in the amount of $53,000. Stadium Authority staff did not request additional details on this project from the Stadium Manager because it was requested by the City’s public safety team. Stadium Authority staff recommends including this project at the requested funding levels as part of the approved FY 2027/28 CapEx Projects. In addition, on March 10, 2026 the Board approved five of the FY 2027/28 CapEx Projects totaling $4,366,209.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environment Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a)(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 proposed FY 2027/28 CapEx Budget is $11,080,731 which includes projects that were approved by the Board on March 10, 2026 totaling $4,366,209, the additional projects noted in the table above of $6,661,522, and the Kawasaki ATV project of $53,000.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel’s and Treasurer’s Offices.

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

Approve staff's recommendation on the proposed Santa Clara Stadium Authority Fiscal Year 2027/28 Capital Expense Projects, totaling $11,080,731, as described in the report and "Recommendations for Stadium Manager's Proposed FY 2027/28 CapEx Projects" attachment, including funding levels and next steps.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan Grogan, Executive Director

ATTACHMENTS

1. Stadium Manager Capital Expenditure Plan for FY 2027/28 - FY 2030/31
2. Recommendations for Stadium Manager's Proposed FY 2027/28 CapEx Projects

FORTY NINERS STADIUM MANAGEMENT COMPANY
5-YEAR CAPITAL EXPENDITURES
DRAFT

Project Name	Category	2027	2028	2029	2030
ADA Platforms	Architectural	1,500,000	-	-	-
Adult Changing Facility	Architectural	-	-	-	-
Air Compressors	Architectural	114,950	-	-	-
Beer Systems	Architectural	410,107	-	-	-
Beverage Distribution System	Architectural	-	-	-	327,943
Bridge - Pedestrian - Reseal walkways and Paint Bridges	Architectural	-	-	-	196,766
Exhaust hood/Fire Protection Systems	Architectural	-	342,849	358,277	-
Field Tunnel Synthetic Turf	Architectural	-	-	-	373,801
Interior Renovation Non-Public Areas	Architectural	-	-	-	374,400
Landscaping - Structure (Planters) and perimeter re-do	Architectural	-	-	-	131,177
LED Lighting Replacement	Architectural	2,627,963	2,746,221	3,558,554	-
Pavement Resurfacing	Architectural	-	404,918	-	-
Premium Areas	Architectural	2,410,116	1,906,241	1,640,910	-
Press Areas - Interior Finishes	Architectural	-	-	-	988,415
Production Equipment	Architectural	-	-	-	622,252
Replace Furniture - First Aid Hospital Beds	Architectural	68,970	-	-	-
Seating Bowl Sealant Joints	Architectural	1,049,873	2,194,234	-	-
Security Lighting	Architectural	-	-	-	-
Seismic Joints	Architectural	369,096	-	-	-
Storm Drain Issues	Architectural	-	-	16,957	17,720
Tire Shredder	Architectural	131,234	-	-	-
Trench Drain Replacement	Architectural	118,111	-	-	-
Wayfinding Signs	Architectural	1,238,036	-	-	-
Ceilings - Grid or Metal Outdoor Stadium	Building Envelope	143,688	180,184	-	-
CMU/ Cast Concrete walls	Building Envelope	-	102,855	107,483	112,320
Concrete Stairs	Building Envelope	-	137,140	143,311	149,760
Cooling Tower Conduit	Building Systems	-	-	374,042	390,873
Doors - Club-Front Entrance (Glass doors /aluminum frames	Building Envelope	-	240,246	-	-
Exposed Staircase Coatings	Building Envelope	-	277,708	-	-
Exterior Facing Fixed Glazing	Building Envelope	147,963	-	-	628,992
Fall Protection System as needed scaffold tower ladders	Building Envelope	-	12,012	-	-
Metal panel system and copings	Building Envelope	-	-	921,967	-
Overhead Coiling Doors	Building Envelope	-	-	-	292,032
Slab on Grade	Building Envelope	-	-	-	853,632
Steel Coatings	Building Envelope	-	963,406	1,970,525	-
Swisspearl Exterior Panel System	Building Envelope	500,000	750,000	-	-
Window Gasket Replacement	Building Envelope	658,944	-	-	-
ACS Electrified Door Hardware	Building Systems	-	-	-	374,400
Air Separator	Building Systems	-	-	-	168,480
Backflow Preventers repair/replace as needed	Building Systems	57,475	-	-	-
Closed Loop Condenser Water Pumps	Building Systems	-	-	155,851	-
Concourses DW Heating	Building Systems	-	1,079,975	-	-
Condenser Water systems and VAV wet units	Building Systems	114,950	-	-	-

FORTY NINERS STADIUM MANAGEMENT COMPANY
5-YEAR CAPITAL EXPENDITURES
DRAFT

Project Name	Category	2027	2028	2029	2030
Cooling Towers	Building Systems	492,128	-	-	84,240
Distribution - High Voltage Outdoor replacement main switchboard 12kv	Building Systems	-	-	-	1,967,656
Elevator Modernization	Building Systems	287,375	420,430	-	-
Escalator Skirt Lighting + Skirt Replacement	Building Systems	-	-	-	426,816
Escalator Steel Stop Switch Cover	Building Systems	-	130,283	136,145	142,272
Expansion Tanks	Building Systems	-	-	-	247,104
Fire Alarm - EST 4 Fire Alarm panel upgrade to existing EST 3 system	Building Systems	-	-	-	-
Fire Suppression System Novec gas and Pumps/fixtures	Building Systems	-	120,123	-	-
Heat Exchanger	Building Systems	114,950	-	-	-
Heat Pumps	Building Systems	-	501,417	523,981	245,500
HHW Boilers	Building Systems	-	-	-	252,720
HHW Pumps	Building Systems	-	-	-	224,640
HP Main AHUs	Building Systems	-	-	-	1,159,928
HVAC Boilers Exhaust Flues	Building Systems	-	-	-	-
Inverter Replacement in Level 100 B Quad	Building Systems	-	-	-	119,958
Irrigation - Interior field and roof garden pumps and piping	Building Systems	22,990	-	-	-
Loop Condenser Water Pumps	Building Systems	-	-	95,660	-
Packaged DX Roof Top Units	Building Systems	-	-	-	424,794
Plumbing	Building Systems	-	120,123	-	-
Restroom Automatic Flushing Device Replacement	Building Systems	-	-	-	-
Sanitary Valves	Building Systems	492,128	514,274	537,416	561,600
Sideline Synthetic Turf Base	Building Systems	-	-	-	1,111,967
Smoke Curtains	Building Systems	-	162,853	-	-
Surveillance - Command Center Equip.	Building Systems	114,950	-	-	-
TV Monitors in Elevator Cabs	Building Systems	-	-	-	24,336
VFDs	Building Systems	-	-	403,779	421,949
Briefing Room Upgrades	Public Safety	-	-	-	-
E-Bikes	Public Safety	24,000	-	-	-
Golf Carts	Public Safety	-	-	-	-
Kawasaki ATVs	Public Safety	53,000	-	53,000	-
Lifepak Heart Monitor/Defibrilator	Public Safety	-	-	60,000	-
Lightweight Chemical Detector (LCD) 4.0	Public Safety	-	-	30,000	-
Motorola APX Radios	Public Safety	-	-	168,825	-
Portable Raman Spectrometer	Public Safety	-	-	60,000	-
Radios	Public Safety	-	-	2,116,000	-
Replace End of Life User Equipment	Public Safety	-	30,000	25,000	-
Rolll Up Door for Briefing Room	Public Safety	-	-	-	-
TruDefender Infrared	Public Safety	-	-	75,000	-
Backbone Fiber Optics	Technology	88,583	-	-	-
BOH Control Panels, Amplifiers & Speakers	Technology	172,245	179,996	188,096	196,560
Broadcast Headend (Main I/O)	Technology	-	-	-	48,859
JBTs and SMPTE Fiber - JBT Cabling Package	Technology	-	130,831	-	142,871
TOTALS		**13,523,823**	**13,648,317**	**13,720,777**	**13,806,729**

FORTY NINERS STADIUM MANAGEMENT COMPANY
5-YEAR CAPITAL EXPENDITURES
DRAFT

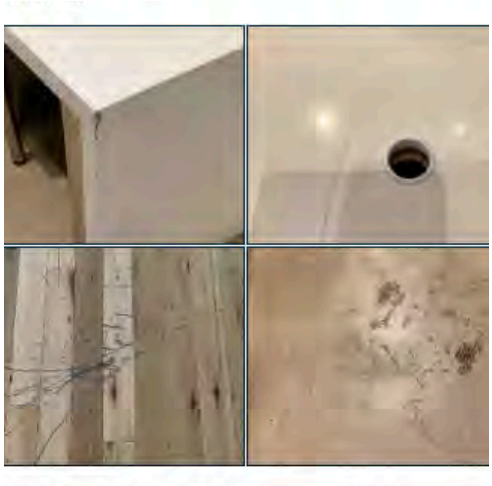
Project Name	Category	2027	2028	2029	2030

Footnotes to Schedule;

- Projected costs and projects have been adjusted based on anticipated event schedule, staffing, and available resources.
- Project priorities and cost estimates will be revised based on independent condition assessments that are in process.
*Does not include any carryforward projects from 2025

Premium Areas

Project Number:	27-2001
Category:	Architectural
Sub-Category:	Premium Spaces
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	100 & 300 Premium Club Spaces; 200 Premium Atrium
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

This project addresses refurbishing specified elements of premium club spaces at the stadium as further detailed below. These premium club areas provide hospitality to the highest paying SBL members and host a multitude of non-NFL catered events. Lifecycle expectations for finishes in these areas are 10 years based on heavy usage.

100 Level Clubs -- Interior finishes need to be refreshed to address damage to the flooring, wall, and ceiling systems.

200 Premium Atrium -- Level 200 plaza premium lobby interior finishes will be refreshed over time due to wear and tear (for example, the round desk in the plaza). There is damage to the flooring, wall, and ceiling systems that will also be addressed.

300 Level Club – In 2024, this space was updated (painted, tiled, carpeted and Furniture, Fixtures and Equipment (“FF&E”) was replaced), totalling approximately $1.12M. There is additional casework and wall/sheetrock treatment that will be addressed as part of this project.

The rough order of magnitude (“ROM”) costs for these areas are ~$200/sqft, subject to the exact needs in each club.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 2,410,116**	**$ 1,906,241**	**$ 1,640,910**		**$ 5,957,267**

Project Number	27-2001
Project Title	Premium Areas
Category	Architectural
Sub-Category	Premium Spaces
Project Budget Year	FY 27/28
Location Detail	100 & 300 Premium Club Spaces; 200 Premium Atrium
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$2,410,116

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with modifications (50%).

As per the supplemental project description, "this project addresses refurbishing specified elements of premium club spaces at the stadium as further detailed below…

- 100 Level Clubs -- Interior finishes need to be refreshed to address damage to the flooring, wall, and ceiling systems.
- 200 Premium Atrium -- Level 200 plaza premium lobby interior finishes will be refreshed over time due to wear and tear (for example, the round desk in the plaza). There is damage to the flooring, wall, and ceiling systems that will also be addressed.
- 300 Level Club – In 2024, this space was updated (painted, tiled, carpeted, and Furniture, Fixtures and Equipment ("FF&E") was replaced), totaling approximately $1.12M. There is additional casework and wall/sheetrock treatment that will be addressed as part of this project."

Upon visual inspection, SCSA staff and City representatives did not observe significant deterioration or widespread failure of finishes. However, in several areas, heavy use has created cosmetic scratches, dents, and chips in countertops, flooring, and other non-movable fixtures. Many of these areas can be repaired and/or refinished, thereby extending the useful life of non-movable fixtures and flooring.

SCSA staff recommends that ManCo explore alternatives to the replacement of interior finishes where practical and cost-effective. When replacement is warranted, hard surface materials that are less prone to scratches and dents should be selected. Wood and other soft-surface materials should be limited or elevated to avoid direct contact with patrons.

Based on the observed condition, ManCo's routine cleaning and maintenance practices are sufficient, as the Premium areas exhibit an upscale, modern aesthetic after several years of heavy use.

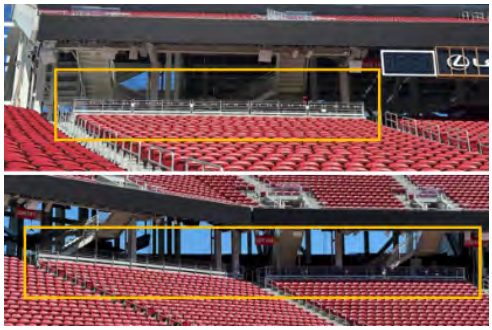
SCSA staff agree that repair and replacement of some finishes are warranted; however, the specific scope and areas to be improved are unclear. Additionally, the budget request reflects an estimate that is not tied to a specific replacement or repair plan. During the May 4th tour, ManCo staff stated that additional study, contact with vendors, and estimates are needed to determine the specific treatment for the interior finishes that need repairs and/or replacement. Additionally, the supplemental project

description states that the financial estimate for this project was projected based on a Rough Order of Magnitude (ROM) of "~$200/sqft, subject to the exact needs in each club." It is unclear how the $200/sq ft figure was derived; consequently, SCSA staff are unable to determine whether the requested amount is appropriate (too high or too low) for the work required.

As noted above, we agree that some repairs to interior finishes are warranted, and that the work ManCo needs to conduct to assess the full scope and plan for each area should proceed. As such, we recommend that the Board approve 50% of the requested amount for FY 2027 ($1.2M). We believe this amount will be sufficient to allow ManCo to undertake initial projects as well as develop a complete scope of work and obtain specific estimates. Additionally, SCSA staff requests that ManCo evaluate the ability to enter into As-Needed (master contracts) with vendors that can repair minor chips and scratches to interior finishes on an ongoing basis. It may be appropriate to shift such expenses from a CapEx project to an annual operational maintenance and repair expense.

ADA Platforms

Project Number:	27-2002
Category:	Architectural
Sub-Category:	Seating Bowl
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	300 Concourse
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

The stadium receives numerous seating accommodation requests from patrons with accessibility needs that cannot be fulfilled based on the current accessible seating capacity. This project will provide additional accommodations to meet demand.

This project will address the procurement and installation of platforms for the placement of additional accessible seating sections on the 300 level concourse behind the lower bowl seating sections. A study in consultation with a certified access specialist (CASp) will be performed as part of this project in order to evaluate the total amount of additional accessible seating that can be added, taking into account factors including ingress, egress, spacing, and path of travel.

The newly installed platforms and associated accessible seating is expected to last 10+ years.

This project is not associated with ADA remediation projects managed and funded by the 49ers.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 1,500,000**				**$ 1,500,000**

Project Number	27-2002
Project Title	ADA Platforms
Category	Architectural
Sub-Category	Seating Bowl
Project Budget Year	FY 27/28
Location Detail	300 Concourse
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$1,500,000

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board - Approve

As per the supplemental project description, “this project will address the procurement and installation of platforms for the placement of additional accessible seating sections on the 300 level concourse behind the lower bowl seating sections. A study in consultation with a certified access specialist (CASp) will be performed as part of this project in order to evaluate the total amount of additional accessible seating that can be added, taking into account factors including ingress, egress, spacing, and path of travel.”

SCSA staff agree that this project will provide meaningful enhancements to the facility and should be prioritized for funding. It is not connected to prior non-SCSA funded capital projects, such as FIFA Bowl modifications, and will have lasting benefits for visitors with accessibility needs.

Wayfinding Signs

Project Number: 27-2003

Category: Architectural

Sub-Category: Seating Bowl

Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: Seating Bowl

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

This project will improve wayfinding for stadium patrons by replacing wayfinding, identification, and code signage damaged by rust/exposure over time.

This is a phased project with a preliminary FY27 cost of $1.24M, which will cover design and a preliminary rollout of new signage. There will be additional costs in future years for this project.

The typical lifecycle of wayfinding signage is approximately 10-15 years.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 1,238,036**				**$ 1,238,036**

Project Number	27-2003
Project Title	Wayfinding Signs
Category	Architectural
Sub-Category	Wayfinding
Project Budget Year	FY 27/28
Location Detail	Seating Bowl
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$1,238,036

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board - Do not approve at this time.

As per the supplemental project description, this is intended to be “a phased project with a preliminary FY27 cost of $1.24M, which will cover design and a preliminary rollout of new signage. There will be additional costs in future years for this project.”

Upon visual inspection, SCSA staff and City representatives did not observe significant deterioration or failure in the current Wayfinding Signage beyond normal maintenance and repair. Further, ManCo has not provided evidence that the current signage is insufficient and/or fails to meet ADA or other standards.

SCSA staff agree that replacement and modernization may increase visual appeal; however, we are not in agreement with proceeding with this project without further details on the desired replacement and its benefits. Spending $1.24M on the design of a new wayfinding signage program when the necessity for replacement has not been substantiated is not appropriate solely for aesthetic benefits, given the need to prioritize SCSA funds for higher capital priority needs.

SCSA staff are willing to reassess this determination if additional documentation and evidence are submitted. Additionally, spot or single-sign replacements (or enhancements) may be appropriate to address any deficiencies, rather than a complete sign program redesign and replacement.

Window Gasket Replacement

Project Number: 27-2004

Category: Building Envelope

Sub-Category: Doors & Windows

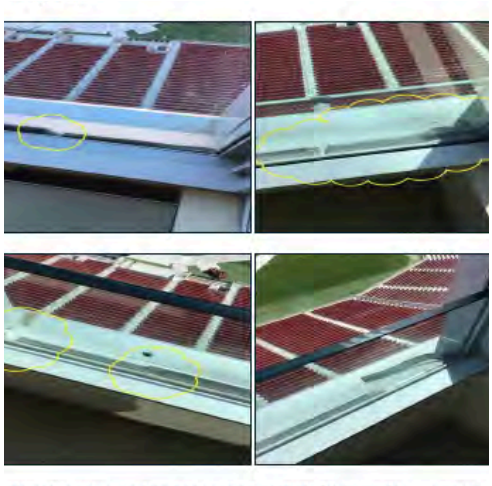
Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: 800 Level Press Box - Windows

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

Gaskets are missing and/or disengaged from window mullions on the operable windows in the 800 level press box. This project addresses these conditions, which are present in multiple areas throughout the 800 level.

The ROM cost for this project is ~$658K, including contingency and inflation.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 658,944**				**$ 658,944**

Project Number	27-2004
Project Title	Window Gasket Replacement
Category	Building Envelope
Sub-Category	Doors & Windows
Project Budget Year	FY 27/28
Location Detail	800 Level Press Box - Windows
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$658,944

SCSA Staff Response to Budgetary Request for FY2027

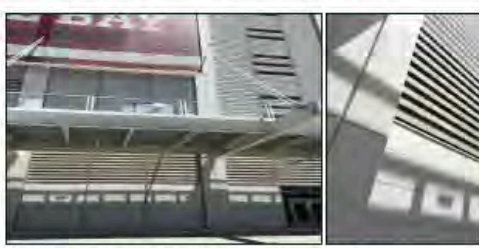
Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “gaskets are missing and/or disengaged from window mullions on the operable windows in the 800 level press box.”

Upon visual inspection, SCSA staff and City representatives did not observe significant deterioration or failure across the entire 800 Level Press Box window system. Spot issues and elevated maintenance needs were observed and substantiated.

The Rough Order of Magnitude (ROM) for the repairs estimate of ~$658K (inclusive of contingency and inflation) was not substantiated based on linear feet (or another measurement) of the current areas that need repair. However, given the sizable window system in the 800 Level Press Box and the fact that failed gaskets and mullions can cause significant damage if not repaired immediately, staff agree that funding should be prioritized for this capital project request. However, we request that ManCo use the funds as needed to replace failed window gaskets/mullions and report back to the SCSA on the extent of the replacements conducted annually. In the future, once current failures are repaired, it may be appropriate to adjust this expense from a CapEx project to an annual operational maintenance and repair expense.

Swiss Pearl Exterior Panel System



Project Number: 27-2005

Category: Building Envelope

Sub-Category: Exterior Facade

Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: 200 Exterior Atrium; 300 East Concourse; 400 Tower Patios

Funding Source: SCSA - Stadium Capital Expenditure

Project Description:

This project involves replacement of the Swisspearl exterior panel system on the west facade suite and press tower due to solar fading.

We have previously attempted to address fading and chipping with a paint/faux treatment, which was unsuccessful. It is a panel system so the options are to replace specific areas showing the most wear, which may result in aesthetic issues due to mismatched panels, or replace all panels, which will increase cost.

This is a phased project with a ROM cost of ~$1.25M for the initial phases. The FY27 and FY28 costs for this project are $500K and $750K, respectively. There will be additional costs in future years for the remaining phases of this project.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 500,000**	**$ 750,000**			**$ 1,250,000**

Project Number	27-2005
Project Title	Swiss Pearl Exterior Panel System
Category	Building Envelope
Sub-Category	Exterior Facade
Project Budget Year	FY 27/28
Location Detail	200 Exterior Atrium; 300 East Concourse; 400 Tower Patios
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$500,000

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

This project involves replacing the Swisspearl exterior panel system on the west facade suite and the press tower due to solar fading.

Upon visual inspection, SCSA staff and City representatives confirmed chipping, cracks, and aesthetic paint/fading issues. These elements appear to be aesthetic vs. structural. The original material was not durable enough to withstand normal use, as dents, chips, and cracks are present throughout the facility. A new material should be selected. ManCo should confer with SCSA staff and obtain SCSA staff approval of the selected replacement material.

Sanitary Valves

Project Number:	27-2006
Category:	Building Systems
Sub-Category:	Plumbing
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Any concessions with kitchen and pantry.
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

Sanitary valves are used in systems that handle potable water or other consumable liquids. They are important to maintain food safety (i.e., prevention of bacteria and cross-contamination). Sanitary valves are required to be kept in good condition for all consumable liquids systems.

This project replaces the approximately 150 sanitary valves throughout the stadium (concessions, clubs, kitchens and commissary) to ensure compliance with applicable Health & Safety Code requirements.

Because of their related nature, this project is being performed in conjunction with Project 27-2020, Backflow Preventers repair/replace as needed.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 492,128**	**$ 514,274**	**$ 537,416**	**$ 561,600**	**$ 2,105,417**

Project Number	27-2006
Project Title	Sanitary Valves
Category	Building Systems
Sub-Category	Plumbing
Project Budget Year	FY 27/28
Location Detail	Any concessions with kitchen and pantry.
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$492,128

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “this project replaces the approximately 150 sanitary valves throughout the stadium (concessions, clubs, kitchens, and commissary) to ensure compliance with applicable Health & Safety Code requirements.”

This phased multi-year project is projected at approximately $500,000 annually for the next 3 years. While we recommend funding this project, during the next capital budgeting process, ManCo and SCSA staff should discuss and determine if it may be appropriate to adjust this expense from a capital project to an annual maintenance and repair operational expense.

Beer Systems

Project Number: 27-2007

Category: Architectural

Sub-Category: Kitchen & Concessions Equipment

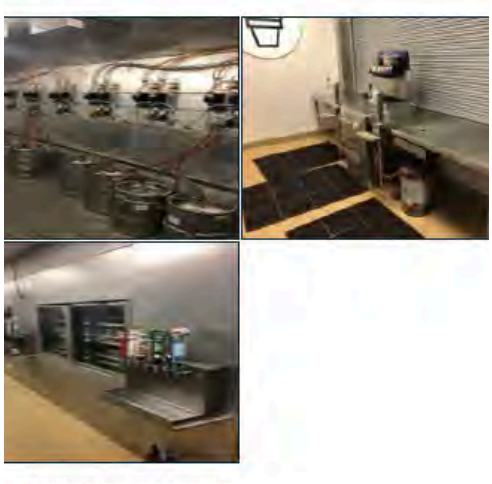
Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: 300 Concourse (Taproom)

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

The stadium's beer systems consist of beer compressors, evaporator coils, pumps, valves, glycol equipment, and beverage lines to move beer from kegs to points of distribution. These systems are nearing their end of life and will be replaced as part of this project.

This is a phased project with a ROM cost of ~$410K for the preliminary phase of the project. There will be additional costs in future years for the remaining phases of this project.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 410,107**				**$ 410,107**

Project Number	27-2007
Project Title	Beer Systems
Category	Architectural
Sub-Category	Kitchen & Concessions Equipment
Project Budget Year	FY 27/28
Location Detail	300 Concourse (Taproom)
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$410,107

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

This project includes replacing/upgrading the stadium's beer systems, which consist of beer compressors, evaporator coils, pumps, valves, glycol equipment, and beverage lines to move beer from kegs to points of distribution.

As per the supplemental project description, "this is a phased project with a ROM cost of ~$410K for the preliminary phase of the project. There will be additional costs in future years for the remaining phases of this project."

While SCSA staff are supportive of the proposed allocation, however, it is not clear what the total cost of replacing/upgrading all of the stadium's beer systems will be. The final cost may be several multiples of the current request. As such, ManCo should assess the total project costs, and provide a thorough project description and estimate in the next capital budgeting process.

Seismic Joints

Project Number:	27-2008
Category:	Architectural
Sub-Category:	Seating Bowl
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Full stadium bowl
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

The stadium is experiencing water intrusion from leaks resulting from the deteriorating condition of the existing seismic joints. This project replaces seismic joints between precast concrete stadia and between cast-in-place concrete throughout the seating bowl. Both horizontal and vertical seismic joints in the specified areas noted above will be replaced.

The ROM cost for the preliminary phase of this project is ~$370K. Additional funding will be required in future years to complete all phases of this project.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 369,096**				**$ 369,096**

Project Number	27-2008
Project Title	Seismic Joints
Category	Architectural
Sub-Category	Seating Bowl
Project Budget Year	FY 27/28
Location Detail	Full stadium bowl
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$369,096

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “this project replaces seismic joints between precast concrete stadia and between cast-in-place concrete throughout the seating bowl. Both horizontal and vertical seismic joints in the specified areas noted above will be replaced. The ROM cost for the preliminary phase of this project is ~$370K. Additional funding will be required in future years to complete all phases of this project.”

Upon visual inspection, SCSA staff and City representatives observed evidence of prior water intrusion and failed seals related to seismic joints.

While SCSA staff are supportive of the proposed project, it is unclear what the total cost of replacing seismic joints across the entire facility will be. Additionally, ManCo and/or its agents should assess the feasibility and the financial benefit of repairing vs. replacing specific areas where seals have not failed entirely.

SCSA staff recommend that ManCo should assess the total cost and timeframe to replace/repair seismic joints across the full facility, and provide a thorough project description and estimate in the next capital budgeting process.

Elevator Modernization

Project Number:	27-2009
Category:	Building Systems
Sub-Category:	Conveying Systems / Vertical Transportation
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Passenger: 100 tower lobby Freight: 100 level D quad, off loading dock
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

The stadium's freight and passenger elevators require both functional and cosmetic upgrades and revitalization to ensure elevators and cabs meet current safety and operational standards.

All elevator equipment at Levi's Stadium was custom designed and built during the original stadium construction. Because of the custom nature and age of the elevators, many of the existing parts are no longer commercially available, which in turn requires custom fabrication of replacement parts, higher maintenance costs, and long lead times when repair is required. This project will pilot work on a portion of the stadium elevators as part of a larger program to revitalize, refurbish, and modernize all freight and passenger elevators at the stadium.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 287,375**	**$ 420,430**			**$ 707,805**

Project Number	27-2009
Project Title	Elevator Modernization
Category	Building Systems
Sub-Category	Conveying Systems / Vertical Transportation
Project Budget Year	FY 27/28
Location Detail	Passenger: 100 tower lobby Freight: 100 level D quad, off loading dock
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$287,375

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with modifications.

As per the supplemental project description, “all elevator equipment at Levi’s Stadium was custom designed and built during the original stadium construction. Because of the custom nature and age of the elevators, many of the existing parts are no longer commercially available, which in turn requires custom fabrication of replacement parts, higher maintenance costs, and long lead times when repair is required. This project will pilot work on a portion of the stadium elevators as part of a larger program to revitalize, refurbish, and modernize all freight and passenger elevators at the stadium.”

Since the total cost and scope of the elevator project are unknown, SCSA staff cannot determine which aspects of the project should be prioritized for funding. However, given the importance of ensuring that elevators function properly, SCSA staff are supportive of the initial $287K allocation for the “pilot” project in FY 2027.

SCSA staff request that ManCo not make cosmetic upgrades to the freight elevators without providing further details and obtaining consent from SCSA staff. Given the facility's competing capital needs, cosmetic upgrades to the freight elevators are not a high priority. Additionally, we request additional information on challenges with maintaining the current system and evidence to support that the current elevator system cannot be maintained to meet safety and service expectations. It should be noted that a full elevator replacement for a facility that is 11 years old is atypical.

Exterior Facing Fixed Glazing

Project Number: 27-2010

Category: Building Envelope

Sub-Category: Doors & Windows

Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: Various entry points, including 200 Atrium Exterior doors *(pictured)* and exterior doors at Gate F entrance.

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

The glass entry doors in various locations have chipped or have failing seals, which can lead to moisture intrusion and compromise the integrity of the door and window systems should the chips expand into larger cracks. This project addresses these issues as-needed before a larger-scale replacement in FY2030.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 147,963**			**$ 628,992**	**$ 776,955**

Project Number	27-2010
Project Title	Exterior Facing Fixed Glazing
Category	Building Envelope
Sub-Category	Doors & Windows
Project Budget Year	FY 27/28
Location Detail	Various entry points, including 200 Atrium Exterior doors and exterior doors at Gate F entrance.
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$147,963

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction

Upon visual inspection, SCSA staff and City representatives observed chipped or failed seals on entry doors. However, it is unknown to the SCSA how many doors need repair or replacement. Given the number and size of Atrium doors on the 200 level and at Gate F, we support funding this project; however, in the future, we request additional details on the specific areas to be repaired.

Ceilings - Grid or Metal Outdoor Stadium

Project Number:	27-2011
Category:	Building Envelope
Sub-Category:	Exterior Facade
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	700 Level exterior; Gate F
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

This project includes preparing and coating the existing steel structure along the 300 level concourse of Levi's Stadium, which is showing substantial rust staining, to extend the useful life of the facility. The work will involve preparing, priming, sealing, and applying two finish coats to the bent stee

Some of this work was done as part of an SCSA CapEx project from 2022/23 (Rust Protection Mitigation Project, Bent Steel at Stadium Perimeter – Level 300). In addition, StadCo performed some remediation work in preparation for Super Bowl LX.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 143,688**	**$ 180,184**			**$ 323,872**

Project Number	27-2011
Project Title	Ceilings - Grid or Metal Outdoor Stadium
Category	Building Envelope
Sub-Category	Exterior Facade
Project Budget Year	FY 27/28
Location Detail	700 Level exterior; Gate F
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$143,688

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve.

As per the supplemental project description, “this project includes preparing and coating the existing steel structure along the 300 level concourse of Levi’s Stadium, which is showing substantial rust staining, to extend the useful life of the facility. The work will involve preparing, priming, sealing, and applying two finish coats to the bent steel.”

Upon visual inspection, SCSA staff and City representatives observed rust staining and failed steel coatings in various locations. We recommend funding this project.

Tire Shredder

Project Number: 27-2012

Category: Architectural

Sub-Category: Site Work

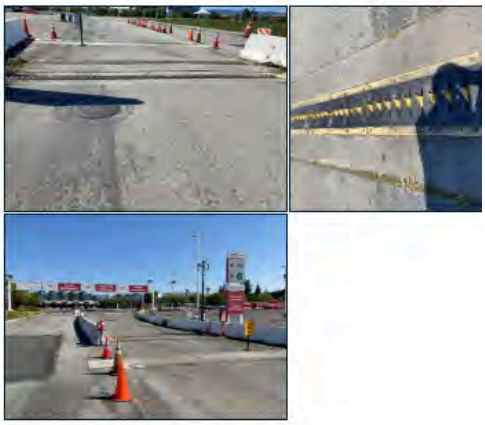
Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: Green/Red Lot Ingress

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

The driveway exit to Tasman drive from the main stadium lot has a tire shredder to prevent traffic from entering the parking lot through the exit lane.

The tire shredder is more than ten years old and is failing. This project replaces the existing tire shredder.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 131,234**				**$ 131,234**

Project Number	27-2012
Project Title	Tire Shredder
Category	Architectural
Sub-Category	Site Work
Project Budget Year	FY 27/28
Location Detail	Green/Red Lot Ingress
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$131,234

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve.

This project involves replacing the tire shredder at the driveway exit to Tasman Dive from the main Stadium lot. The tire shredder is more than ten years old and is failing. We recommend funding this project.

Trench Drain Replacement

Project Number: 27-2013

Category: Architectural

Sub-Category: Site Work

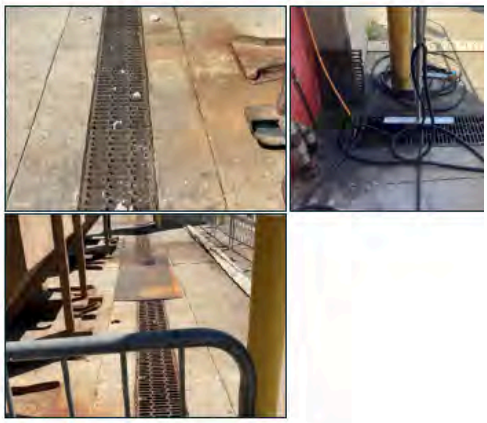
Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: Loading Dock Area

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

The existing trench drain at the trash collection area has failed and requires replacement. The failed trench drain has resulted in odor issues occurring near the south entrance, which is used by performers, crew, Santa Clara PD, and stadium staff to access the stadium. This project will include cutting out and replacing the current trench drain with a new drain installed at a deeper slope to improve drainage for washdown of the area. The preliminary phase of this project involving replacement of a section of the existing trench drain will be performed following replacement of the stadium trash compactors, which is currently planned for July 2026.

The ROM cost for the preliminary phase of this project is ~$118K. Additional funding will be required for future phases of this project.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 118,111**				**$ 118,111**

Project Number	27-2013
Project Title	Trench Drain Replacement
Category	Architectural
Sub-Category	Site Work
Project Budget Year	FY 27/28
Location Detail	Loading Dock Area
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$118,111

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “the existing trench drain at the trash collection area has failed and requires replacement. The failed trench drain has resulted in odor issues occurring near the south entrance, which is used by performers, crew, Santa Clara PD, and stadium staff to access the stadium. This project will include cutting out and replacing the current trench drain with a new drain installed at a deeper slope to improve drainage for washdown of the area.”

Upon visual inspection, SCSA staff and City representatives observed a substandard drainage system. We support approval of the project, but request ManCo confirm that a full replacement of the drainage system is warranted before proceeding with the project. This work is timed to occur with the previously approved replacement of the stadium trash compactors, which is currently planned for July 2026, so funding should not be delayed.

The supplemental project description also states that “additional funding will be required for future phases of this project.” SCSA staff requests information on the specific improvements and the location of other trench drains that may be repaired in future years.

Air Compressors

Project Number: 27-2014

Category: Architectural

Sub-Category: Equipment

Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: 100 Pump Room and Engineering Shop

Funding Source: SCSA - Stadium Capital Expenditure



Project Description:

The main compressor is used for the main stadium water softener system and auto and welding shop compressors. This project is a full replacement of the existing main compressor (originally installed in 2014), which is nearing end of life (i.e., approximately 10 years). The project will also address the need to upsize the main compressor because the existing compressor is undersized for the stadium's current and future needs.

$100K was a ROM allowance approved as part of the FY25 5-year CapEx Submission, and 10% contingency and 4.5% escalation was added to this number for the FY27 projection.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 114,950**				**$ 114,950**

Project Number	27-2014
Project Title	Air Compressors
Category	Architectural
Sub-Category	Equipment
Project Budget Year	FY 27/28
Location Detail	100 Pump Room and Engineering Shop
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$114,950

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve.

This project is a full replacement of the existing main compressor (originally installed in 2014), which is nearing end of life (i.e., approximately 10 years). The project will also address the need to upsize the main compressor because the existing compressor is undersized for the stadium's current and future needs.

SCSA staff concurs that replacement aligns with the typical lifecycle of air compressor equipment.

This project was previously approved in FY 2025 but was not completed. As such, SCSA staff recommend approval of the funding request. However, SCSA staff requests ManCo adjust its project estimating practices for minor equipment replacements. The current estimate for this and other small projects is a Rough Order of Magnitude (ROM) of $100K, plus a 10% contingency and a 4.5% escalation from FY 2025. While the contingency and escalation estimates are in line with industry standards, it is unknown if $100K is the appropriate amount for replacement of the equipment.

Condenser Water Systems and VAV Wet Units

Project Number:	27-2015
Category:	Building Systems
Sub-Category:	Mechanical
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Throughout stadium, bowl and tower
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

The condenser water system transfers heat from the building to the outside atmosphere. The existing condensers in use at the stadium are nearing the end of their life cycle and will be replaced as part of this project.

Variable Air Volume (VAV) units control conditioned air flows in the Stadium's HVAC system to individual spaces. The existing VAV units in use at the stadium are nearing the end of their lifecycle and will be replaced as part of this project.

$100K was a ROM allowance approved as part of the FY25 5-year CapEx Submission, and 10% contingency and 4.5% escalation was added to this number for the FY27 projection.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 114,950**				**$ 114,950**

Project Number	27-2015
Project Title	Condenser Water Systems and VAV Wet Units
Category	Building Systems
Sub-Category	Mechanical
Project Budget Year	FY 27/28
Location Detail	Throughout stadium, bowl and tower
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$114,950

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

The Stadium's condenser water system and the Variable Air Volume (VAV) are nearing the end of their life cycle and will be replaced as part of this project.

This project was previously approved in FY 2025 but was not completed. As such, SCSA staff recommend approval of the funding request. However, SCSA staff requests ManCo adjust its project estimating practices for minor equipment replacements. The current estimate for this and other small projects is a Rough Order of Magnitude (ROM) of $100K, plus a 10% contingency and a 4.5% escalation from FY 2025. While the contingency and escalation estimates are in line with industry standards, it is unknown if $100K is the appropriate amount for replacement of the equipment.

Heat Exchanger

Project Number:	27-2016
Category:	Building Systems
Sub-Category:	Mechanical
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	100 Pump Room
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

This project will repair/rebuild the heat exchanger in the main pump room located on the 100 level of the stadium. This is a critical component of the HVAC system which provides heat safely and efficiently throughout the building. The expected differential for a functional heat exchanger should be 10-12 degrees. The stadium's current systems may run as low as 2-4 degrees due to aging and lower efficiency resulting from system strain.

$100K was a ROM allowance approved as part of the FY25 5-year CapEx Submission, and 10% contingency and 4.5% escalation was added to this number for the FY27 projection.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total Expenditures	**$ 114,950**				**$ 114,950**

Project Number	27-2016
Project Title	Heat Exchanger
Category	Building Systems
Sub-Category	Mechanical
Project Budget Year	FY 27/28
Location Detail	100 Pump Room
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$114,950

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “this project will repair/rebuild the heat exchanger in the main pump room located on the 100 level of the stadium. This is a critical component of the HVAC system, which provides heat safely and efficiently throughout the building. The expected differential for a functional heat exchanger should be 10-12 degrees. The stadium’s current systems may run as low as 2-4 degrees due to aging and lower efficiency resulting from system strain.”

This project was previously approved in FY 2025 but was not completed. As such, SCSA staff recommend approval of the funding request. However, SCSA staff requests ManCo adjust its project estimating practices for minor equipment replacements. The current estimate for this and other small projects is a Rough Order of Magnitude (ROM) of $100K, plus a 10% contingency and a 4.5% escalation from FY 2025. While the contingency and escalation estimates are in line with industry standards, it is unknown if $100K is the appropriate amount for replacement of the equipment.

Surveillance - Command Center Equipment (Confidential)

Project Number:	27-2017
Category:	Building Systems
Sub-Category:	Security Systems
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Command Center
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

This project will address upgrades to the surveillance system in the Level 800 Command Center at Levi's Stadium. A security integrator will be engaged in FY26 to provide a comprehensive review of the existing system together with recommendations regarding enhancements to be performed as part of this project.

$100K was a ROM allowance approved as part of the FY25 5-year CapEx Submission, and 10% contingency and 4.5% escalation was added to this number for the FY27 projection.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total	**$ 114,950**				**$ 114,950**

Project Number	27-2017
Project Title	Surveillance - Command Center Equipment
Category	Building Systems
Sub-Category	Security Systems
Project Budget Year	FY 27/28
Location Detail	Command Center
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$114,950

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “this project will address upgrades to the surveillance system in the Level 800 Command Center at Levi’s Stadium. A security integrator will be engaged in FY26 to provide a comprehensive review of the existing system together with recommendations regarding enhancements to be performed as part of this project.”

This project was previously approved in FY 2025 but was not completed. As such, SCSA staff recommend approval of the funding request. However, SCSA staff requests ManCo adjust its project estimating practices for minor equipment replacements. The current estimate for this and other small projects is a Rough Order of Magnitude (ROM) of $100K, plus a 10% contingency and a 4.5% escalation from FY 2025. While the contingency and escalation estimates are in line with industry standards, it is unknown if $100K is the appropriate amount for replacement of the equipment.

Additionally, the full scope of this project is unknown, and SCSA staff requests that ManCo provide additional information (including the results of the security integrator’s assessment) to the SCSA and the Santa Clara Police Department prior to proceeding with the project.

Backbone Fiber Optics (Replaced)

Project Number:	27-2018
Category:	Technology
Sub-Category:	Technology Infrastructure
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Panel Replacement (Exterior adjacent to Loading Dock)
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

The original scope of this project was to add broadcast fiber cable to the playing field; however, StadCo paid to execute that specific scope as part of stadium improvements it performed in 2025.

This project will focus on repairing and upgrading the primary broadcast patch panel located at the loading dock, which serves as the critical connection point for mobile production units during major events. The scope includes replacing aging and damaged equipment, and implementing corrective measures to mitigate ongoing water intrusion, and other work necessary to ensure reliable signal integrity and uninterrupted broadcast operations.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total	**$ 88,583**				**$ 88,583**

Project Number	27-2018
Project Title	Backbone Fiber Optics
Category	Technology
Sub-Category	Technology Infrastructure
Project Budget Year	FY 27/28
Location Detail	Panel Replacement (Exterior adjacent to Loading Dock)
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$88,583

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “this project will focus on repairing and upgrading the primary broadcast patch panel located at the loading dock, which serves as the critical connection point for mobile production units during major events. The scope includes replacing aging and damaged equipment, and implementing corrective measures to mitigate ongoing water intrusion, and other work necessary to ensure reliable signal integrity and uninterrupted broadcast operations.”

While the project description outlines the type of work to be conducted, the project's full scope remains unclear. However, given the facility's age and technological advances, we acknowledges that IT panel and cabling upgrades/repairs are likely warranted. SCSA staff requests additional information from ManCo during the design phase of this project to understand the full scope of repairs and replacements that will be conducted.

Replace Furniture - First Aid Hospital Beds



Project Number: 27-2019

Category: Architectural

Sub-Category: Equipment

Project Budget Year: FY27/28

Project Manager: Francine Melendez Hughes, Executive Vice President & General Manager

Location: 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Location Detail: First Aid Station

Funding Source: SCSA - Stadium Capital Expenditure

Project Description:

This project replaces the existing hospital beds in the first aid rooms at the stadium. The existing hospital beds have not been replaced since the stadium originally opened and are at or near the end of their life.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total	**$ 68,970**				**$ 68,970**

Project Number	27-2019
Project Title	Replace Furniture - First Aid Hospital Beds
Category	Architectural
Sub-Category	Equipment
Project Budget Year	FY 27/28
Location Detail	First Aid Station
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$68,970

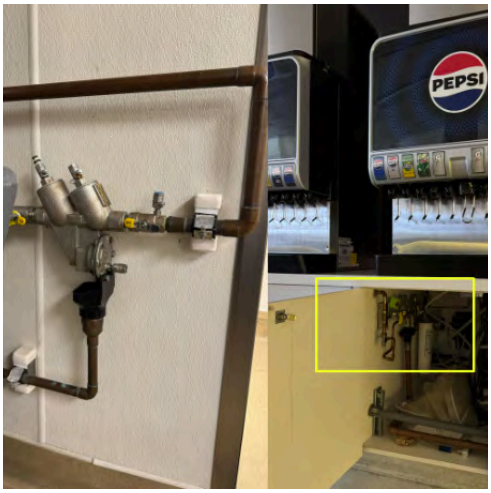
SCSA Staff Response to Budgetary Request for FY2027

*Staff Recommendation to SCSA Board – $*68,970

As per the supplemental project description, “this project replaces the existing hospital beds in the first aid rooms at the stadium. The existing hospital beds have not been replaced since the stadium originally opened and are at or near the end of their life.” We recommend funding this project.

Backflow Preventers repair/replace as needed

Project Number:	27-2020
Category:	Building Systems
Sub-Category:	Plumbing
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	Concessions stands and Mechanical rooms
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

A backflow preventer is a device installed in a water system that keeps water flowing in one direction only. Over time, mechanical components (springs, valves, rubber seals), debris deposits, and corrosion cause these components to degrade. This project will repair and replace defective backflow preventers.

Backflow preventers are installed in all kitchen, concession, and pantry areas in the stadium where there is soda distribution.

Because of their related nature, this project is being performed in conjunction with Project 27-2006, Sanitary Valves.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total	**$ 57,475**				**$ 57,475**

Project Number	27-2020
Project Title	Backflow Preventers repair/replace as needed
Category	Building Systems
Sub-Category	Plumbing
Project Budget Year	FY 27/28
Location Detail	Concessions stands and Mechanical rooms
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$57,475

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve.

As per the supplemental project description, “a backflow preventer is a device installed in a water system that keeps water flowing in one direction only. Over time, mechanical components (springs, valves, rubber seals), debris deposits, and corrosion cause these components to degrade. This project will repair and replace defective backflow preventers.”

SCSA staff and City representatives discussed this project with ManCo and are recommending approval, as the reported failures align with the expected lifecycles of the mechanical components and plumbing equipment.

Irrigation - Interior Field and Roof Garden Pumps and Piping

Project Number:	27-2021
Category:	Building Systems
Sub-Category:	Plumbing
Project Budget Year:	FY27/28
Project Manager:	Francine Melendez Hughes, Executive Vice President & General Manager
Location:	4900 Marie P. DeBartolo Way, Santa Clara, CA 95054
Location Detail:	100 Pump Room
Funding Source:	SCSA - Stadium Capital Expenditure



Project Description:

The irrigation pressurized watering system delivers water to the stadium's playing field and the 900 level green roof.

This project will replace the pumps and piping that form a part of the irrigation pressurized watering system, which are at or nearing end of life.

Expenditures	FY 2027	FY 2028	FY 2029	FY 2030	Total
Total	**$ 22,990**				**$ 22,990**

Project Number	27-2021
Project Title	Irrigation - Interior Field and Roof Garden Pumps and Piping
Category	Building Systems Sub-Category:
Sub-Category	Plumbing
Project Budget Year	FY 27/28
Location Detail	100 Pump Room
Funding Source	SCSA – Stadium Capital Expenditure
FY 2027Requested Amount	$22,990

SCSA Staff Response to Budgetary Request for FY2027

Staff Recommendation to SCSA Board – Approve with additional direction.

As per the supplemental project description, “the irrigation pressurized watering system delivers water to the stadium’s playing field and the 900 level green roof. This project will replace the pumps and piping that form a part of the irrigation pressurized watering system, which are at or nearing end of life.”

SCSA staff are supportive of this project; however, we request that ManCo provide SCSA staff with a justification for repairing versus replacing the piping systems prior to proceeding with the project.

26-691 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Discussion and Approval of the Formation of a Community Advisory Committee to Support the Evaluation of Future City Hall Facility Options and Appointment of Committee Members

BACKGROUND

The City Hall facility located at 1500 Warburton Avenue was originally constructed in 1958 and has served as the center of municipal government operations for nearly seven decades. While the facility has undergone modifications and improvements over time, many building systems, operational layouts, and public service functions reflect standards and requirements from a different era. As municipal service demands continue to evolve, the City must evaluate whether the existing facility can effectively support current and future operational needs, public accessibility requirements, customer service expectations, technology infrastructure, sustainability goals, and workplace standards.

The current discussion regarding the future of City Hall was initiated following a proposal from Valley Oak Partners regarding a potential City Hall opportunity at the current Oracle Campus located at 4220 Network Circle. The proposal generated discussion regarding the long-term needs of the City's administrative facilities and whether relocation, renovation, reconstruction, or adaptive reuse opportunities should be considered as part of a comprehensive evaluation process.

In response, the City Council directed staff to undertake a public process to evaluate all reasonable alternatives for the future of City Hall rather than focusing on a single site or proposal. Council emphasized the importance of conducting a transparent, community-driven evaluation process that considers the operational, financial, and community implications of multiple alternatives before any decisions are made regarding the future location or configuration of City Hall.

Consistent with that direction, staff is proposing a comprehensive City Hall evaluation process that will consider the following alternatives:

- Remodeling the existing City Hall facility;
- Rebuilding a new City Hall on the existing site;
- Constructing a new City Hall on City-owned property within the downtown area; and
- Acquiring and converting an existing building/campus within the City for use as City Hall.

The evaluation process will include technical, operational, financial, and community considerations. Staff anticipates retaining professional consultants to conduct a Space Needs Assessment and Fit Plan, Facility Condition Assessment, conceptual planning studies, feasibility analyses, and cost evaluations for the alternatives under consideration.

Recognizing that any future City Hall investment will have long-term impacts on residents,

businesses, employees, and taxpayers, the City Council also directed staff to develop a framework for a Community Advisory Committee (CAC) to support the evaluation process. The proposed CAC represents an important component of the City's broader public engagement strategy and will help ensure that community values and priorities are considered alongside technical analyses and financial considerations as the City evaluates future City Hall facility options.

DISCUSSION

1. City Hall Evaluation Process Overview
   To support the evaluation process, the City intends to retain professional consultants to perform technical analyses including:
   - Space Needs Assessment and Fit Plan;
   - Facility Condition Assessment;
   - Operational and Functional Needs Analysis;
   - Architectural and Site Feasibility Studies;
   - Cost Estimating and Financial Analysis;
   - Lifecycle Cost Analysis; and
   - Public Outreach and Engagement Support.

   The Space Needs Assessment and Fit Plan will evaluate current and future workspace requirements, customer service needs, public meeting space requirements, technology infrastructure, records storage needs, accessibility requirements, and operational efficiencies. The Facility Condition Assessment will evaluate building systems, structural conditions, deferred maintenance needs, code compliance issues, and facility deficiencies.

   The alternatives City Hall options will be evaluated through a combination of technical analyses, financial review, and community engagement. The alternatives analysis will compare each option based on factors including:
   - Ability to meet operational needs;
   - Customer accessibility and service delivery;
   - Sustainability opportunities;
   - Capital and lifecycle costs;
   - Downtown and community impacts;
   - Construction feasibility and implementation risks;
   - Schedule considerations; and
   - Community priorities identified through public outreach.

2. Community Advisory Committee Purpose and Scope
   The CAC will serve as an advisory body to the City Council throughout the City Hall evaluation process. The purpose of the CAC is to promote transparency, facilitate community participation, and provide a structured forum for public input regarding future City Hall facility options.

   The CAC's responsibilities shall include:
   - Reviewing information and studies prepared by City staff and consultants;
   - Providing community perspectives regarding City Hall alternatives;
   - Assisting with outreach and engagement within the community;
   - Gathering input from residents, businesses, and stakeholders;

- Identifying community priorities, concerns, and opportunities; and
- Providing recommendations and feedback to the City Council.

The CAC will not possess decision-making authority. All policy decisions regarding City Hall planning, site selection, project alternatives, financing, and implementation will remain the responsibility of the City Council.

Community Advisory Committee Membership and Appointment Process
To ensure broad geographic representation and citywide participation, staff recommends a seven-member Committee consisting of:

- One representative appointed by each Councilmember (six district representatives); and
- One citywide representative appointed by the Mayor.

This structure provides district-based representation while ensuring citywide interests are considered throughout the evaluation process.

Committee members are expected to:

- Attend and actively participate in scheduled CAC meetings;
- Review materials provided by staff and consultants;
- Serve as liaisons to their respective districts and community networks;
- Encourage public participation and engagement; and
- Provide objective feedback and recommendations throughout the evaluation process.

The CAC is expected to remain active for approximately nine to twelve months or until completion of its advisory responsibilities.

3. Proposed Community Advisory Committee Work Plan and Schedule
The CAC's work is anticipated to occur over approximately nine months and generally align with consultant studies, public outreach activities, and City Council milestones.

Phase 1 - Committee Organization and Project Orientation (Months 1-2)
The CAC will receive orientation and background information regarding the City Hall evaluation process.
Information that the Committee will receive include:

- Committee roles and responsibilities;
- City Hall history and existing conditions;
- Project goals, evaluation criteria, and schedule;
- Existing facility conditions and operational challenges;
- Consultant studies and public engagement plans.

Phase 2 - Space Needs Assessment and Community Priorities (Months 2-4)
The CAC will review analyses related to current and future municipal facility needs and assist in identifying community priorities.
Information that the Committee will receive include:

- Space Needs Assessment and Fit Plan;
- Current and future staffing and service delivery requirements;
- Accessibility, technology, customer service, and operational needs;

- Community outreach strategies;
- Plan for public workshops, surveys, and stakeholder engagement activities.

Phase 3 - Alternatives Development and Evaluation (Months 3-5)
The CAC will review and provide feedback regarding alternatives for the future of City Hall.
Information that the Committee will receive include:

- Conceptual alternatives and feasibility analyses;
- Operational functionality and public accessibility;
- Sustainability opportunities and community impacts;
- Discussion of implementation considerations and project risks.

Phase 4 - Financial Analysis and Comparative Evaluation (Months 6-7)
The CAC will review consultant analyses regarding the financial implications of each alternative.
Information that the Committee will receive include:

- Preliminary capital cost estimates;
- Estimated lifecycle and maintenance costs;
- Funding options, financing considerations, and project risks;
- Comparative evaluation of alternatives based upon technical findings and community priorities.

Phase 5 - Advisory Findings and Recommendations (Months 8-9)
The CAC will develop advisory findings and recommendations for consideration by the City Council.
During this phase, the Committee will:

- Review community outreach results;
- Discussion of strengths and challenges associated with each alternative;
- Development of advisory findings and recommendations;
- Review a presentation of a final advisory report to the City Council.

The schedule may be adjusted based upon consultant timelines, public outreach efforts, and City Council direction. The work plan is intended to provide a general framework for Committee activities and may be refined as the project progresses to ensure alignment with technical analyses, community engagement outcomes, and Council direction. Any adjustments will be made to support an effective and informed evaluation process.

ENVIRONMENTAL REVIEW
The proposed action to establish a Community Advisory Committee is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 because it is an organizational and administrative activity that will not result in a direct or indirect physical change to the environment.

Any future City Hall project or facility improvements resulting from subsequent Council actions will be subject to separate environmental review in accordance with CEQA.

FISCAL IMPACT
Funding for consultant services to support the CAC’s work is currently budgeted in the Civic Center Campus Future Needs appropriation in the Public Buildings Capital Fund. Existing City staff time

associated with project coordination, review, and administration will be absorbed within existing departmental operating budgets.

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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the formation of a Community Advisory Committee consisting of one representative appointed by each City Councilmember and one at-large representative appointed by the Mayor to provide advisory input regarding the evaluation of the future of City Hall.

Reviewed by: Elizabeth Klotz, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. City Hall Workplan Overview

Proposed Community Advisory Committee Work Plan and Schedule

5 Phases Over Approximately 9 Months

1

Months 1-2

Committee Organization & Project Orientation

The CAC will receive orientation and background information regarding the City Hall evaluation process.

Information that the Committee will receive includes:

- Committee roles and responsibilities;
- City Hall history and existing conditions;
- Project goals, evaluation criteria, and schedule;
- Existing facility conditions and operational challenges;
- Consultant studies and public engagement plans.

2

Months 2-4

Space Needs Assessment & Community Priorities

Review analyses related to current and future municipal facility needs and assist in identifying community priorities.

Information that the Committee will receive includes:

- Space Needs Assessment and Fit Plan;
- Current and future staffing and service delivery requirements;
- Accessibility, technology, customer service, and operational needs;
- Community outreach strategies;
- Plan for public workshops, surveys, and stakeholder engagement activities.

3

Months 3-5

Alternatives Development & Evaluation

The CAC will review and provide feedback regarding alternatives for the future of City Hall.

Information that the Committee will receive includes:

- Conceptual alternatives and feasibility analyses;
- Operational functionality and public accessibility;
- Sustainability opportunities and community impacts;
- Discussion of implementation considerations and project risks.

4

Months 6-7

Financial Analysis & Comparative Evaluation

The CAC will review consultant analyses regarding the financial implications of each alternative.

Information that the Committee will receive includes:

- Preliminary capital cost estimates;
- Estimated lifecycle and maintenance costs;
- Funding options, financing considerations, and project risks;
- Comparative evaluation of alternatives based upon technical findings and community priorities.

5

Months 8-9

Advisory Findings & Recommendations

The CAC will develop advisory findings and recommendations for consideration by the City Council.

During this phase, the Committee will:

- Review community outreach results;
- Discussion of strengths and challenges associated with each alternative;
- Development of advisory findings and recommendations;
- Review a presentation of a final advisory report to the City Council.

*** Schedule may be adjusted based on consultant timelines, public outreach efforts, and City Council direction.**

26-697 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Action on Approval of Resolution Approving and Adopting the Updated Unclassified Salary Plan for Various Positions including the Updated Salaries of the City Manager and the City Attorney pursuant to their respective Employment Agreements, and Adopt a Resolution Approving and Adopting the Unclassified Salary Plan for Various Positions including the classifications of City Manager and City Attorney

BACKGROUND

Approve the Updated Salary Plan that includes the Updated Salary of the City Manager

The City Manager, Jōvan D. Grogan, has been employed by the City of Santa Clara since on or about May 1, 2023. The initial salary for this position (Section 3.1 of the Employment Agreement) was approximately $405,056 per year. On or about December 12, 2023, pursuant to the Employment Agreement, the City Council approved an adjustment to his annual base salary by approximately 2.0% effective December 24, 2023 (the first pay period of calendar year 2024), resulting in a new salary of approximately $413,157. On or about January 9, 2024, the City Council approved a merit-based salary adjustment of approximately 1.23%, also effective December 24, 2023, resulting in a new salary of approximately $418,220. On or about January 27, 2026, the City Council approved Amendment No. 1 to the City Manager's Employment Agreement which included a 3.0% salary adjustment, resulting in a new salary of approximately $430,767.36, effective May 11, 2025, as well as an automatic salary increase of approximately 2.0% (or applicable CPI, whichever is less) effective the first pay period after May 1st if the performance appraisal process for the City Manager is not completed on or before May 31st. Based on prior City Council direction, the next performance appraisal process for the City Manager will encompass the full 2026 calendar year, and the next appraisal process is scheduled to begin at the end of the 2026 calendar year with a prescribed timeline for the process to be completed by May 31st of 2027. Accordingly, pursuant to Amendment No. 1 and since a performance appraisal was not completed on or before May 31, 2026, the City Manager's annual base salary will be increased by approximately 2.0% to $439,382.71 effective May 10, 2026 (the first pay period after May 1, 2026). Following the next performance appraisal, the City Council will determine if any additional compensation adjustment is to be provided. It should be noted that the consumer price index (CPI) for this region increased approximately 3.8% for the 12 months ending in April 2026.

Approve the Updated Salary Plan that includes the Updated Salary of the City Attorney

The City Attorney, Glen R. Googins, has been employed by the City of Santa Clara since March 1, 2023. The initial salary for this position (Section 3.1 of the Employment Agreement) was $345,000 per year. On December 3, 2024, the City Council approved Amendment No. 1 to the Employment Agreement that adjusted his annual base salary by 3.25% retractive to March 1, 2024, resulting in a new salary of $356,212.50. The cost-of-living adjustment was for a 12-month rating period. On or

about August 26, 2025, the City Council approved Amendment No. 2 to the City Attorney's Employment Agreement which included a 4.0% salary adjustment, resulting in a new salary of approximately $370,461.12, effective March 1, 2025, as well as an automatic salary increase of approximately 2.0% (or applicable CPI, whichever is less) effective March 1st if the performance appraisal process for the City Attorney is not completed on or before May 31st. Based on prior City Council direction, the next performance appraisal process for the City Attorney will encompass the full 2026 calendar year, and the next appraisal process is scheduled to begin at the end of the 2026 calendar year with a prescribed timeline for the process to be completed by May 31st of 2027. Accordingly, pursuant to Amendment No. 2 and since a performance appraisal was not completed on or before May 31, 2026, the City Attorney's annual base salary will be increased by approximately 2.0% to $377,870.34 effective March 1, 2026. Following the next performance appraisal, the City Council will determine if any additional compensation adjustment is to be provided. It should be noted that the consumer price index (CPI) for this region increased approximately 3.8% for the 12 months ending in April 2026. Following the performance appraisal, the City Council will determine if any additional compensation adjustment is to be provided.

Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information and be approved by the governing body whenever they are updated or revised.

Approve the Modifications to Unclassified Class Specifications

The City is proposing to merge and create general class specifications for the Assistant Director (Job Code 133) and Division Manager (Job Code 136) classifications. Individual classifications merged into the general classification will be deleted from the salary plan.

These modifications were approved by Unit 9 prior to bringing this request forward to Council.

Approve Revised Salary Ranges to Various Unclassified Positions

Due to Memorandum of Understanding (MOU) agreement with the Unclassified Miscellaneous Management (Unit 9) and Unclassified Electric Utility Management Employees Association (Unit 9E), the City is bringing forward a request to adjust the salary range of several classifications that are impacted by the MOU Compaction provision. Under this provision, supervisory-subordinate classifications must maintain a 5.0% salary differential.

Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of new or revised classifications. The proposed Council action satisfies these applicable requirements.

Adoption of a Resolution Approving and Adopting the Updated Unclassified Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for unclassified positions. California Code Regulations Section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution approves the updated unclassified salary plan.

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570. 5. If the City Council does not approve these resolutions,

the City will be non-compliant with CalPERS record keeping and reporting requirements. The proposed Council action satisfies these applicable requirements.

DISCUSSION

Approve the Updated Salary Plan that includes the Updated Salary of the City Manager
Based upon Amendment No. 1 to the Employment Agreement of the City Manager which was approved by City Council on or about January 27, 2026, which provides for the following changes to the City Manager's compensation:

(1) a statement of the new salary level of approximately $439,382.71 (reflecting the salary increase of approximately 2.0%), retroactive to and effective May 10, 2026 (the start of the first pay period after May 1, 2026);

Approve the Updated Salary Plan that includes the Updated Salary of the City Attorney
Based upon Amendment No. 2 to the Employment Agreement of the City Attorney which was approved by City Council on or about August 26, 2025, which provides for the following changes to the City Attorney compensation:

(1) a statement of the new salary level of $377,870.34 (reflecting the salary increase of approximately 2.0%), retroactive to and effective March 1, 2026;

Merge and Create an Assistant Director (Job Code 133) Classification
In an effort to streamline recruitment efforts and allow departments without a current Assistant Director classification to add this position based on operational needs, the Human Resources Department updated the Assistant Director classification to be a general classification that can be used across multiple departments. The following classifications will be merged to the general classification:

- Assistant Director of Finance (Job Code 022)
- Assistant Director of Human Resources (Job Code 018)
- Assistant Director of Water & Sewer Utilities (Job Code 014)

The merged classifications listed above will be deleted from the Unclassified Salary Plan and incumbents in these positions will be moved to the general Assistant Director (Job Code 133) classification. The salary range for the Assistant Director (Job Code 133) classification aligns with the minimum and maximum salary ranges of the merged classifications and will not result in changes to incumbent salaries.

Assistant Director (Job Code 133)- with an annual salary range of $214,395.84 - $280,323.72.
Under administrative direction, incumbents provide executive leadership and administrative support across operational, financial, regulatory, and strategic functions within a City department. This position supports executive management in the development and implementation of departmental policies and procedures; personnel management; budget administration; and program development, and evaluation. Incumbents assist in planning, organizing, coordinating, and evaluating departmental programs, services, and internal operations. The Assistant Director may act on behalf of the Director in their absence. Performs related duties as assigned.

Merge and Create a Division Manager (Job Code 136) Classification

In an effort to streamline recruitment efforts and allow departments without a current Division Manager classification to add this position based on operational needs, the Human Resources Department updated the Division Manager classification to be a general classification that can be used across multiple departments.

The following classifications will be merged to the general classification:

- Housing and Community Services Division Manager (Job Code 075)
- Accounting Division Manager (Job Code 109)
- Budget & Treasury Division Manager (Job Code 113)
- Human Resources Division Manager (Job Code 139)
- Municipal Services Division Manager (Job Code 110)
- Audit Manager (Job Code 201)
- Purchasing Division Manager (Job Code 147)
- Risk Manager (Job Code 700)

The merged classifications will be deleted from the Unclassified Salary Plan and incumbents in these positions will be moved to the general Division Manager (Job Code 136) classification. The salary range for the Division Manager (Job Code 136) classification aligns with the minimum and maximum salary ranges of the merged classifications and will not result in changes to incumbent salaries.

> Division Manager (Job Code 136) - with an annual salary range of $179,176.44 - $244,236.72.
> Under general direction, incumbents are responsible for planning, organizing, directing and coordinating operational and administrative service functions of an entire division or major operational function within a City department. Responsibilities include assisting executive management in the development and implementation of department policies and procedures, personnel management, budget administration, and program development and evaluation. Performs related duties as assigned.

Approve Revised Salary Ranges to Various Unclassified Positions

The Unclassified Miscellaneous Management (Unit 9) and Unclassified Electric Utility Management Employees Association (Unit 9E) MOUs have a compaction provision for supervisory-subordinate classifications that must maintain an approximate 5.0% salary differential. The following classifications are being adjusted to maintain at least an approximate 5.0% salary differential with their subordinate classifications. Individual employee salaries will only be adjusted if they are directly impacted by having a 5% salary differential from direct reports.

The impacted classifications:

- Deputy Director (Job Code 176) - will receive an approximate 5% salary adjustment with a new annual salary of $188,559.48 - $256,464.89,
- Electric Division Manager (Job Code 104) - will receive an approximate 3.4% salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Electric Division Manager - Operations (Job Code 104P) - will receive an approximate 3.4% salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Electric Division Manager - Generation (Job Code 104R) - will receive an approximate 3.4%

salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Electric Division Manager - Engineering (Job Code 104Q) - will receive an approximate 3.4% salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Electric Division Manager - Substations (Job Code 104M) - will receive an approximate 3.4% salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Electric Division Manager - Transmission/Distribution (Job Code 104S) - will receive an approximate 3.4% salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Electric Division Manager - Market Analysis and Pricing (Job Code 104F) - will receive an approximate 3.4% salary adjustment with a new annual salary of $224,921.16 - $300,943.47.
- Principal Electric Utility Engineer (Job Code 145) - will receive an approximate will receive an approximate 3.4% salary adjustment with a new annual salary of $214,236.60 - $286,612.83.

Adoption of a Resolution Approving and Adopting the Updated Unclassified Salary Plan

The Unclassified Salary Plan has been updated to reflect the modifications to classification titles as set forth in this report. The salary plans included with this item includes the new salaries for the positions of City Manager and City Attorney pursuant to their respective Employment Agreement amendments. The Unclassified Salary Plan is also being updated to add the general Assistant Director and Division Manager classifications, delete various unclassified positions, and adjust the salary for various unclassified positions per the relevant MOU compaction provision.

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 Manager’s current base salary is $430,767.36. The updated base salary of approximately $439,382.71, pursuant to Amendment No. 1 of the Employment Agreement of the City Manager, will result in an annual salary increase of approximately $8,615.35. The corresponding lump sum retroactive payment for the time period of May 10, 2026 (the start of the first pay period after May 1, 2026) up to June 20, 2026 (the end of the last pay period before June 23, 2026), for wages, is approximately $994.08. Estimated total annual compensation is approximately $627,000. This includes base salary, benefits, social security, and all pension costs (normal and unfunded liability). Department savings are anticipated to be available to absorb the additional cost impact in FY 2025/26 and FY 2026/27. Adjustments to factor in the higher base salary costs will be included in future budget cycles.

The City Attorney’s current base salary is $370,461.12. The updated base salary of $377,870.34, pursuant to Amendment No. 2 of the Employment Agreement of the City Attorney, will result in an annual increase of approximately $7,409.22. The corresponding lump sum retroactive payment for the time period of March 1, 2026 up to June 20, 2026 (the end of the last pay period before June 23, 2026), for wages, is approximately $2,279.76. Estimated total annual compensation is approximately $567,000. This includes base salary, benefits, social security, and all pension costs (normal and unfunded liability). Department savings are anticipated to be available to absorb the additional cost impact in FY 2025/26 and FY 2026/27. Adjustments to factor in the higher base salary costs will be included in future budget cycles.

There are no additional costs associated with the proposed modifications to merge the Assistant Director and Division Manager class specifications and updated salary plans. If departments request to add a position, it will be brought forward in during the budget cycle.

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, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Approve modifications to the salary for the City Manager, including (A) a salary adjustment for the City Manager of approximately 2.0% retroactive to and effective May 10, 2026, effective May 10, 2026, resulting in a new annual salary of approximately $439,382.71, with a corresponding retroactive payment of $994.08, and (B) adopt a Resolution updating the Unclassified Salary Plans (effective May 10, 2026) approved June 23, 2026;
2. Approve modifications to the salary for the City Attorney, including (A) a salary adjustment for the City Attorney of approximately 2.0% retroactive to and effective March 1, 2026, resulting in a new annual salary of approximately $377,870.34, with a corresponding retroactive payment of $2,279.76, and (B) adopt a Resolution updating the Unclassified Salary Plans (effective March 1, 2026) approved June 23, 2026;
3. Approve various modifications to the Unclassified Classification Plan, as follows, as detailed in the corresponding Class Specification attachments:
   a. Approve the Creation of the Assistant Director (Job Code 133) Class Specification, and
   b. Approve the Creation of the Division Manager (Job Code 136) Class Specification.
4. Adopt a Resolution to approve the revised salary plans for unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective July 5, 2026.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Aracely Azevedo, Assistant City Manager

ATTACHMENTS
1. City Manager Employment Agreement
2. January 9, 2024, Report to Council
3. City Manager Employment Agreement, Amendment No. 1
4. City Attorney Employment Agreement
5. City Attorney Employment Agreement, Amendment No. 1
6. City Attorney Employment Agreement, Amendment No. 2
7. Class Specification (clean), Assistant Director (Job Code 133)
8. Class Specification (clean), Division Manager (Job Code 136)
9. Unclassified Salary Plans Eff 03-01-2026 (for Council 06-23-2026)

10. Unclassified Salary Plans Eff 05-10-2026 (for Council 06-23-2026)
11. Unclassified Salary Plan Eff 07-05-2026 (for Council 06-23-2026)
12. Resolution for Updated Unclassified Salary Plan

23-213 **Agenda Date: 2/7/2023**

REPORT TO COUNCIL

SUBJECT

Action on a Resolution to Approve an Employment Agreement between the City of Santa Clara and Jovan D. Grogan for City Manager Appointment, Annual Salary of Four Hundred and Five Thousand and Fifty-Six Dollars, and Forty Cents ($405,056.40) and Resolution to Amend Salary Survey for the City Manager Position to Reflect the Same

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The City Council retained Bob Murray and Associates to conduct a nation-wide search for the position of City Manager. The City Council has completed the recruitment process and selected Jovan Grogan for the position of City Manager. Outside legal counsel has worked with the City Council to negotiate the attached agreement.

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules by the governing body. The proposed Council action satisfies these applicable requirements. The updated salary plan reflects the negotiated salary for the City Manager position.

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified or unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The City of Santa Clara is a contracting agency with CalPERS and is required to comply with its requirements.

The Unclassified Salary Plan has been modified to reflect the annual salary of $405,056.40 for the position of City Manager, as outlined in the employment agreement between the City of Santa Clara and Mr. Grogan, that the City Council approved on February 7, 2023, with an effective date of May 1, 2023.

DISCUSSION

The City Council has negotiated an employment agreement between the City of Santa Clara and

Jovan Grogan. Mr. Grogan's employment with the City would begin on May 1, 2023, with an annual base salary of $405,056.40.

The Unclassified Salary Plan has been modified to reflect the salary of the incoming incumbent for the position of City Manager, which is set at $405,056.40. Approval of the updated salary plan, as required by Calpers regulation, constitutes the final action on approval of the compensation set forth in the Agreement in accordance with the Brown Act. The effective date of the salary plan update aligns with the effective date of the employment agreement above-referenced.

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 annual base salary for Mr. Grogan will be $405,056.40. Staff will present the total compensation verbally at the meeting.

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>>, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Action on Appointment of City Manager and Approval of the Employment Agreement between City of Santa Clara and Jovan Grogan effective May 1, 2023, which sets the annual salary at $405,056.40 and terms and conditions of employment; and
2. Adopt a Resolution to approve the revised unclassified salary plan for the position of City Manager to satisfy the requirements of California Code of Regulations Section 570.5 effective May 1, 2023

Reviewed by: Aracely Azevedo, Director of Human Resources

ATTACHMENTS

1. Employment Agreement between the City of Santa Clara and Jovan Grogan
2. Unclassified Salary Plan (effective 05-01-23) approved 02-07-23
3. Resolution Updated Salary Plan

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EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JOVAN D. GROGAN

This EMPLOYMENT AGREEMENT is made by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Jovan D. Grogan ("Employee") as of February 7, 2023.

RECITALS

This Agreement is entered into on the basis of the following facts:

A. City, acting with the approval of its duly elected City Council, desires to appoint and employ Jovan D. Grogan as its City Manager subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter of the City of Santa Clara (the "Charter").

B. The Charter provides that the City Manager shall be appointed by and serve at the pleasure of the City Council.

C. Employee desires to be employed by the City as its City Manager, subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter.

D. City and Employee desire to establish specific terms and conditions relating to compensation, including salary and benefits, performance evaluations and related matters.

AGREEMENT PROVISIONS

BASED UPON THE FOREGOING, CITY AND EMPLOYEE AGREE AS FOLLOWS:

1. Employment. City Council appoints and employs Employee as City Manager with the City of Santa Clara and Employee accepts the appointment and employment. Employee acknowledges and agrees that as City Manager, Employee serves in an at-will capacity, serving at the pleasure of the City Council, with no expectation of continued employment, and with no right to pre-or-post-separation due process or appeal as provided in Santa Clara City Charter Section 800, et seq., Government Code Section 36506 as applicable, and Santa Clara City Code 2.15.010. Such appointment and employment shall be effective on May 1, 2023 ("Effective Date") and shall continue until such time as this Agreement is terminated by either party.

2. Duties of the City Manager. Employee shall perform the duties established for the City Manager by the Charter, the Santa Clara City Code, governing documents for City-related entities, and the City Council, and by any applicable law, ordinance, resolution, rule, or regulation including, without limitation, as reflected in the description of duties for

the City Manager position, attached hereto as Exhibit E and hereby incorporated by reference.

2.1. Full Energy and Skill. Employee shall devote their full energy, skill, ability, and productive time to the performance of the "Duties of the City Manager" referenced herein.

2.2. Council-Employee Relations. City and Employee acknowledge that an excellent City Council-Employee relationship is in the best interest of the City and accordingly each agrees to use best efforts to foster City Council-Employee communications.

2.3. Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of the "Duties of the City Manager" described herein. Employee acknowledges that they are subject to and will abide by the various conflict of interest requirements found in the California Government Code and other applicable state and local policies and regulations concerning conflicts of interest.

2.4. Code of Ethics and Values. Employee shall adhere to the City of Santa Clara's Code of Ethics and Values, a copy of which is attached as Exhibit A and incorporated herein.

2.5. Permission Required For Outside Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written consent of the Mayor or other Council member designated by City Council. Charitable or religious engagements that do not conflict with the duties of the City Manager are not a violation of Section 2.5.

2.6. Professional Activities.

(a) During Employee's appointment as City Manager, Employee is expressly authorized to participate in professional activities, including but not limited to meetings, conferences, and other events conducted or sponsored by any professional organizations related to their work responsibilities as City Manager, including responsibilities identified in the Section, provided that their ability to perform the "Duties of the City Manager" described herein is not compromised.

(b) Employee shall be paid regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances in accordance with City policy applicable to other Council-appointed officers. Subject to annual appropriation and any limitations in the City travel policy attached hereto as Exhibit D (City Manager's Directive 028 Travel Policy, hereinafter "Policy"), Employee is

entitled to reimbursement for the actual costs of the following expense categories that they incur as a result of the Professional Activities authorized in this Section: membership fees, airfare, rental car (if necessary), conference fees and lodging, in accordance with the City's policy.

(c) To the extent the Policy vests authority in an employee's supervisor, the City Manager or designee, such authority shall be vested in the Mayor or other council member designated by City Council. Employee shall inform and receive advance written permission by e-mail from the Mayor or other council member designated by the City Council in advance of absences of more than one day related to such Professional Activities.

(d) The City Manager may not change any terms of the Policy that are applicable to them without the express, advance approval of the City Council. The City Manager maintains discretion to approve modifications of this Policy as applicable to other City employees.

2.7. Other Roles. Employee shall also serve as Contract Administrator for the Sports & Open Space Authority, Executive Director for the Housing Authority, Chief Executive Officer of the Stadium Authority, Staff Chair for the Economic Development Team, Executive Director for the Bayshore North Project Enhancement Authority, and Executive Director for the Successor Agency to the Redevelopment Agency.

3. Compensation. While performing the duties of City Manager, Employee shall be compensated as provided in this Section.

3.1. Salary. Employee shall receive an annual salary of Four Hundred and Five Thousand and Fifty-Six Dollars, and Forty Cents ($405,056.40), less all authorized and appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.

3.2. Adjustments.

(a) Employee shall receive a two percent (2.0%) Cost of Living Adjustment ("COLA") to their Base Salary, effective the first regular pay period in 2024.

(b) Prior to the first regular pay period in 2024, and in conjunction with Employee's annual performance appraisal (see Section 4 below), the City Council will meet with the Employee for the express purpose of determining, in its sole discretion, whether to grant Employee a merit-based salary adjustment, in an amount deemed appropriate by the City Council and otherwise permitted by law. This merit-based salary adjustment would be in addition to the COLA identified in Section 3.2, subsection (a) above.

(c) Following January 30, 2024, Council will, in its sole discretion, determine whether to provide Employee with any additional base salary or other compensation adjustments. Council will make such determinations in

conjunction with Employee's annual performance appraisal (see Section 4 below) or at any other time that Council, in its sole discretion, deems appropriate. Any adjustments made pursuant to this subsection shall be memorialized in writing as an amendment to this Agreement and shall be approved by the City Council in open session.

3.3. Benefits and Allowances.

(a) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of May 1, 2023. To the extent these sections vest authority in a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall vest to the Mayor or other Council member designated by City Council.

i. Section 2 – California Public Employees' Retirement System

ii. Section 4 – Holidays

iii. Section 6 – Vacation Accrual and Usage

iv. Section 7 – Health Insurance

v. Section 8 – Dental Insurance

vi. Section 9 – Vision Insurance

vii. Section 10 – Long Term Disability

viii. Section 11 – Life Insurance

ix. Section 12 – Automobile Allowance

x. Section 13 – Mobile Communication Device Allowance

xi. Section 16 – Sick Leave/Family Sick Leave/Personal Leave

xii. Section 17 – Bereavement Leave

xiii. Section 19 – Retiree Medical Reimbursement Benefit

xiv. Section 24 – Industrial Injury/Continuation of Insurance Benefits While on Workers' Compensation

xv. Section 25 – Management Leave Program

xvi. Section 26 – Flexible Spending Plan

(b) In the event a successor MOU includes a change to any of the sections enumerated above, the City Council shall, in its discretion, determine the extent to which such changes are applicable to Employee.

(c) Entitlement to any and all benefits provided under this Section 3.3 shall cease immediately upon termination of employment, excluding health benefits provided as Severance pursuant to Section 6.1.

(d) A copy of the MOU is attached as Exhibit B and the provisions enumerated in Section 3.3 subsection (a) are incorporated herein. No side letters to the MOU (including but not limited to the Side Letters executed between the City and Unit 9 regarding Amendment to the December 15, 2019 – December 30, 2024 Memorandum of Understanding ("MOU") dated September 8, 2022 and Use of Compensatory Time Off ("CTO") dated November 4, 2020) shall be applicable to Employee.

3.4. Deferred Compensation. Employee may participate in ICMA-RC for deferred compensation programs. The City shall contribute Eight Thousand, Six Hundred Dollars and Zero Cents ($8,600.00) annually, prorated and contributed on the City's normal paydays, to a 457 or a 401(a) retirement plan account established for Employee. Employee will make any additional contributions required under the plan, if any, and may make additional voluntary contributions, if permitted.

3.5. Vacation. MOU Section 6 shall govern the terms and conditions related to Employee's use of vacation during their tenure with the City, unless expressly stated otherwise in this Agreement. Section 6, subsection (A) of the MOU [vacation within the first 6 months of employment] and subsection (E) of the MOU [Maximum Vacation Accrual Limit] are not applicable to Employee.

(a) Effective the first day of employment, Employee will have a vacation bank of 120 hours.

(b) Employee shall accrue vacation at the rate and be subject to a maximum accrual as specified in Section 6 of the Unit 9 MOU as of May 1, 2023 as though Employee has completed ten (10) years of service with the City. In the event a successor MOU includes a change to the specified accrual rate or maximum accrual, the City Council shall, in its discretion, determine the extent to which such change applies to Employee.

(c) Employee shall seek and obtain advance approval from the Mayor or other Council member designated by City Council to use vacation time.

3.6. Sick Leave. MOU Section 16 [Sick Leave/Family Sick Leave/Personal Leave] shall govern the terms and conditions related to Employee's use of such leaves during their tenure with the City, unless expressly stated otherwise in this Agreement. Effective the first day of employment, Employee will have a sick leave bank of 120 hours.

3.7. Management Leave. MOU Section 25 [Management Leave] shall govern the terms and conditions related to Employee's use of management leave during their tenure with the City, unless expressly stated otherwise in this Agreement. Employee shall not be entitled to management leave until their one-year anniversary date of employment, at which time they will be credited 120 hours in

their management leave bank. This term expressly supersedes subsections (A) and (B) of Section 25 of the MOU.

3.8. Automobile Allowance. MOU Section 12 [Automobile Allowance] shall govern the terms and conditions related to Employee's use of the automobile allowance program, unless expressly stated otherwise in this Agreement. Employee shall be entitled to a monthly automobile allowance of Five Hundred and Twenty Dollars and Zero Cents ($520.00).

3.9. Past Practices. No past practices or benefits previously provided to the City Manager position or past practices or benefits provided to any other City position shall be applicable unless specifically incorporated and approved in this agreement.

4. Performance Appraisal. The City Council shall make best efforts to undertake a performance appraisal of the Employee at least every twelve (12) months following the Employee's original date of hire. The City Council may conduct performance appraisals more frequently in its sole discretion.

5. Additional Expenses of Employment. The City shall pay the costs of any fidelity or other bonds required by law for Employee.

6. Termination, Resignation and Severance Pay. Removal of Employee shall conform to the requirements of Charter section 806. Employee understands and agrees that they have no constitutionally protected property or other interest in continued employment as City Manager. Employee understands that notwithstanding any other applicable laws, resolutions, and policies, they have no right to pre-or-post-disciplinary due process. Employee further understands and agrees that they work at the will and pleasure of the City Council and that they may be terminated at any time, with or without Cause (as defined below).

6.1. No Cause Termination. In the event that Employee's employment as City Manager is Terminated (as defined below) for no reason or for any reason other than as set forth in Sections 6.2 and 6.6 below and Employee signs, does not revoke, and delivers to the City Council a general and full release of all claims substantially in the form attached as Exhibit C (Severance and Release Agreement), which may be amended as required by law to effectuate a full and complete release, on or after Employee's termination date but no later than the date set by the City Council at the time of termination in accordance with applicable law, City shall provide the following severance benefits ("Severance"):

(a) If Employee is Terminated before November 1, 2023, City shall pay Employee a severance amount equal to six (6) months' base salary and shall pay for continued health benefits (medical, dental, and vision) for Employee and any dependents enrolled during employment for six (6) months or until Employee secures health benefits through another source, whichever comes first.

(b) If Employee is Terminated between November 2, 2023 and January 1, 2024, City shall pay Employee a severance amount equal to eight (8)

months' base salary and shall pay for continued health benefits (medical, dental, and vision) for Employee and any dependents enrolled during employment for eight (8) months or until Employee secures health benefits through another source, whichever comes first.

(c) If Employee is Terminated January 2, 2024, or after, City shall pay Employee a severance amount equal to ten (10) months' base salary and shall pay for continued health benefits (medical, dental, and vision) for Employee and any dependents enrolled during employment for ten (10) months or until Employee secures health benefits through another source, whichever comes first.

(d) The parties understand and agree that any severance-related payments through the City's payroll system and/or on its payroll schedule shall not constitute continued employment for any purpose nor shall they entitle Employee to any benefits beyond those set forth in this Section 6.1.

(e) Severance shall include only the cash payments and health benefits described in this Section.

(f) For purposes of this Section, "Terminated" shall mean any of the following:

i. The City Council ends the employment relationship; or

ii. Employee resigns after the City Council requests Employee's resignation.

(g) The City shall, in its discretion, decide whether to issue the severance amount and the continued health benefits as either a lump-sum cash payment and direct payment of Employee's COBRA costs for the continued health benefits period, or to issue severance-related payments through the City's payroll system and/or its payroll schedule and maintain the Employee and eligible dependents on the City's health insurance plan during the continued health benefits period. For purposes of this subsection, "continued health benefits period" refers to the duration for which the Employee and eligible dependents shall receive health insurance benefits pursuant to either subsection (a), (b), or (c) of Section 6.1. If the City decides to issue severance-related payments through the City's payroll system, the City shall convert remaining non-health related payments to a lump-sum cash payment if requested by the Employee and necessary for the Employee to obtain employment elsewhere.

6.2. For Cause Termination. Notwithstanding Section 6.1 above, City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Section 6.1 if Employee is terminated for Cause. Cause shall be defined as any of the following:

(a) Conviction of or a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude, dishonesty, breach of trust, abuse of position, or unethical conduct;

(b) Material willful misconduct, material or willful gross neglect, fraud, misappropriation, embezzlement, theft, or dishonesty;

(c) Willful or repeated failure, for reasons other than disability, to devote substantially all of Employee's business time and effort to the City; or

(d) Violation of the City's Code of Ethics and Values (Exhibit A).

6.3. Abuse of Office or Position. If Employee is convicted of a crime involving an abuse of their office or position, or moral turpitude, all of the following shall apply:

(a) If Employee is provided with paid administrative leave pending an investigation, Employee shall be required to fully reimburse City such amounts paid;

(b) If City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for criminal defense), Employee shall be required to fully reimburse City such amounts paid; and

(c) Any severance benefits not yet paid to Employee shall be forfeited.

For purposes of this Section, abuse of office or position means either an abuse of public authority, including waste, fraud, misappropriation of funds, or other illegal fiscal practices, violation of the law under color of authority, or a crime against public justice.

6.4. Resignation. Employee shall provide at least sixty (60) days' written notice to City in the event Employee voluntarily resigns or retires. This notice requirement may be waived by the City in its sole discretion. Except as provided in Section 6.1 subsection (f), in the event Employee voluntarily retires or resigns their position, Employee shall be entitled only to earned but unpaid base salary, accrued but unpaid expenses required to be reimbursed, and any vacation accrued through the date of separation from employment.

6.5. Death of Employee. If, during the Term or any extended Term, Employee dies, Employee's estate shall receive outstanding wages and accrued vacation, but shall not be entitled to any additional compensation or payment, including Severance.

6.6. Medical Separation. Subject to the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act, in the event Employee is unable to perform the duties of City Manager, because of sickness, accident, injury, or mental or physical incapacity for a period exceeding any provided sick leave pursuant to this Agreement or other legally mandated leave, City may terminate Employee's employment and this Agreement without penalty or Severance.

6.7. Elections. City Council shall take no action to terminate Employee without Cause within ninety (90) days before and after the seating of a new member following any election in which one or more new members are elected to the City Council. This Section does not apply if Employee is terminated for a reason set forth in

Sections 6.2 and 6.6. There is no express or implied promise made to Employee for any form of continued employment. Employee shall have no right to a termination hearing other than as provided in the Charter.

6.8. State Law. This Agreement is subject to California Government Code section 53260 et seq. Government Code section 53260 subdivision (a) provides:

> *All contracts of employment between an employee and a local agency employer shall include a provision that provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, with the following exceptions:*
>
> *(1) If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.*
>
> *(2) In the case of a district superintendent of schools, for contracts of employment executed on or after January 1, 2016, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 12.*

This Agreement has no set term. This Section 6.8 in no way modifies the term of this Agreement.

7. Miscellaneous.

7.1. Indemnity. In accordance with and to the extent provided by the California Tort Claims Act (Government Code sections 825, et seq.) and Government Code sections 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by the Employee in direct consequence of the discharge of the Employee's duties on the City's behalf for the period of the Employee's employment. This Section shall be equally applicable to each City related entity as though set forth in an indemnity agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related entity and shall indemnify and hold the Employee harmless against any failure or refusal by the City related entity to perform its obligations under this Section. Further, if the City provides funds for legal criminal defense pursuant to this Section and the terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243-53243.4. This Section shall survive termination of the Agreement.

7.2. Notices. Notices given under this Agreement shall be in writing and shall be either:

(a) served personally; or

(b) delivered by first class United States mail, certified, with postage prepaid and a return receipt requested; or

(c) sent by Federal Express, or some equivalent private mail delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this Section.

For City: Attention: Mayor
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

For Employee: Jovan D. Grogan
Address on file with the City

7.3. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations, and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties, approved by the City Council, and attached hereto.

7.4. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.

7.5. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

7.6. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

7.7. Representation by Counsel. Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their

respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

7.8. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents or any such section or subsection.

The Parties acknowledge and accept the terms and conditions of this Employment Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

DocuSigned by:
Lisa M Gillmor
0F8DB1F0CAAE41C...
LISA M. GILLMOR
Mayor

APPROVED AS TO FORM:
DocuSigned by:
Jenica Maldonado
25C022CF8A0A465...
JENICA MALDONADO
Renne Public Law Group

DocuSigned by:
Jovan Grogan
795A017E73634B0...
JOVAN D. GROGAN
Employee

ATTEST:
DocuSigned by:
Nora Pimentel
FAF0B0D5EFD14FA...
NORA PIMENTEL
City Clerk

Attachments:

Exhibit A - City of Santa Clara's Code of Ethics and Values
Exhibit B - Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding
Exhibit C - Severance and Release Agreement
Exhibit D - City Manager's Directive 028 Travel Policy
Exhibit E - Description of Duties

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EXHIBIT A

City of Santa Clara's Code of Ethics and Values

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City of Santa Clara, CA
Code of Ethics and Values

PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. **As a Representative of the City of Santa Clara, I will be *ethical.***

   In practice, this value looks like:

   a.) I am trustworthy, acting with the utmost integrity and moral courage.

   b.) I am truthful, do what I say I will do, and am dependable.

   c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.

   d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.

   e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.

   f.) I show respect for persons, confidences, and information designated as "confidential."

   g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. **As a Representative of the City of Santa Clara, I will be *professional.***

   In practice, this value looks like:

   a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.

   b.) I approach my job and work-related relationships with a positive attitude.

   c.) I keep my professional knowledge and skills current and growing.

3. **As a Representative of the City of Santa Clara, I will be *service-oriented.***

   In practice, this value looks like:

   a.) I provide friendly, receptive, courteous service to everyone.

   b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.

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c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. **As a Representative of the City of Santa Clara, I will be *fiscally responsible***
   In practice, this value looks like:
   a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
   b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
   c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. **As a Representative of the City of Santa Clara, I will be *organized.***
   In practice, this value looks like:
   a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
   b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
   c.) I am respectful of established City processes and guidelines.

6. **As a Representative of the City of Santa Clara, I will be *communicative.***
   In practice, this value looks like:
   a.) I convey the City's care for and commitment to its citizens.
   b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
   c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. **As a Representative of the City of Santa Clara, I will be *collaborative.***
   In practice, this value looks like:
   a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
   b.) I work towards consensus building and gain value from diverse opinions.
   c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
   d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. **As a Representative of the City of Santa Clara, I will be *progressive.***
   In practice, this value looks like:
   a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
   b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
   c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

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Attachment A **CMD NUMBER 67**

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

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EXHIBIT B

Miscellaneous Unclassified Employees Unit 9
Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES UNIT 9

DECEMBER 15, 2019 - DECEMBER 31, 2024

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

Table of Contents

1. WAGE ADJUSTMENTS 4
2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 5
3. APPLICATION OF MOU TO REIMBURSED SERVICES 5
4. HOLIDAYS 5
5. JOB SECURITY 6
6. VACATION ACCRUAL AND USAGE 6
7. HEALTH INSURANCE 7
8. DENTAL INSURANCE 11
9. VISION INSURANCE 11
10. LONG TERM DISABILITY 12
11. LIFE INSURANCE 12
12. AUTOMOBILE ALLOWANCE 12
13. MOBILE COMMUNICATION DEVICE ALLOWANCE 13
14. MERIT PAY/SALARY ADJUSTMENT SYSTEM 13
15. EMERGENCY PAID LEAVE PROGRAM 15
16. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 16
17. BEREAVEMENT LEAVE 17
18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 18
19. RETIREE MEDICAL REIMBURSEMENT BENEFIT 18
20. EMPLOYEE ASSISTANCE PROGRAM 18
21. CHANGES TO JOB DESCRIPTIONS 19
22. LIMITED/ALTERNATIVE DUTY 19
23. REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM 20
24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION 21
25. MANAGEMENT LEAVE PROGRAM 21
26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125) 22
27. DOMESTIC PARTNERS 22
28. PAY PERIODS 23
30. DECLARATION 23
31. NEXT MEMORANDUM OF UNDERSTANDING 23

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM 25

SIDE LETTER AGREEMENT - USE OF COMPENSATORY TIME OFF (CTO)

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Alphabetical Table of Contents

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM 25
APPLICATION OF MOU TO REIMBURSED SERVICES 5
AUTOMOBILE ALLOWANCE 12
BEREAVEMENT LEAVE 17
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 5
CHANGES TO JOB DESCRIPTIONS 19
DENTAL INSURANCE 11
DECLARATION 23
DOMESTIC PARTNERS 22
EMERGENCY PAID LEAVE PROGRAM 15
EMPLOYEE ASSISTANCE PROGRAM 18
FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125) 22
HEALTH INSURANCE 7
HOLIDAYS 5
INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION 21
JOB SECURITY 6
LIFE INSURANCE 12
LIMITED/ALTERNATIVE DUTY 19
LONG TERM DISABILITY 12
MANAGEMENT LEAVE PROGRAM 21
MERIT PAY/SALARY ADJUSTMENT SYSTEM 13
MOBILE COMMUNICATION DEVICE ALLOWANCE 13
NEXT MEMORANDUM OF UNDERSTANDING 23
PAY PERIODS 23
REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM 20
RETIREE MEDICAL REIMBURSEMENT BENEFIT 18
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 16
VACATION ACCRUAL AND USAGE 6
VISION INSURANCE 11
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 18
WAGE ADJUSTMENTS 4

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding constitutes the results of discussions between designated representatives of the City Management Staff (City) and the Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) on all matters within the scope of representation. The term of this Agreement shall be from December 15, 2019 through December 31, 2024.

1. WAGE ADJUSTMENTS

A. Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.

B. Effective the first pay period of calendar year 2021, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.

C. Effective the first pay period of calendar year 2022, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 4.5%.

D. Effective the first pay period of calendar year 2023, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.

E. Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.

F. During the term of this Agreement, the parties agree that the MOU will reopen on the issue of wages if either of the following occurs:

1) The total annual calendar year General Fund Transient Occupancy Tax (or "TOT") revenues remitted to the City and allocated to any of the calendar years covered by this Agreement Equal or surpass the City's actual total TOT revenues from March 1, 2018 to February 28, 2019. After calendar year 2022, the TOT revenues remitted to the City shall be adjusted to normalize for any potential change in the TOT rate if passed by voters on the ballot for purposes of this section; OR

2) Forecasted General Fund deficits remain above $20 million ongoing, as reflected in updated or revised Ten-Year General Fund Forecasts released after July 1, 2021.

The City agrees to provide an update on the City's TOT revenues to the Association upon the Association's request. In the event either of the foregoing occur, either party may request to meet to discuss the subject of wages. Any changes will be by mutual agreement. The parties understand and agree that this will not be a meet and confer within the meaning of section 3505 of the MMBA and that neither party will have access to any impasse resolution procedure except as mutually agreed.

G. The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.

2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

3. APPLICATION OF MOU TO REIMBURSED SERVICES

The terms of this Memorandum of Understanding shall not apply to Unclassified Management Employees when such employees are providing their services to another agency that is reimbursing the City of Santa Clara for salary and fringe benefits of such employees. Such arrangements shall be mutually agreed upon between the employee and the City.

4. HOLIDAYS

A. Employees shall be provided 13 annual paid holidays (computed on the eight hour per day pay rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B. Additionally, effective December 2020, the City shall provide 32 hours for four additional paid holidays between December 25th and January 1st of the following calendar year. If there are more than four working days between December 25th and January 1st of the following calendar year,

the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these days would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

5. JOB SECURITY

Represented members will be compensated at the rate of forty (40) hours salary per year of service to a maximum of six hundred and forty (640) hours should they be terminated from employment for reasons other than cause as defined under Section 6.4 of the Civil Service Rules and Regulations.

6. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first 6 months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Accrued vacation time will be paid off regardless of term of employment.

D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	480 hours
5 through 9	120 hours	480 hours
10 through 15	168 hours	480 hours
16 through 20	176 hours	480 hours
21 years +	192 hours	480 hours

E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 6.D above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual

Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).

2) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.

3) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

(a) Effective December 25, 2022, all unused accrued vacation hours above 400 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

(i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	100
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	400
Hours that can be accrued in calendar year 2023	80
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

(b) The Temporary Supplemental Vacation Accrual balance may not be increased.

(c) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.

(d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 6.I below. Any accrued but unused Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by

submitting a written request no later than 30 days prior to their separation from City service.

(e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.

(f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.

(g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.

I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

7. HEALTH INSURANCE

A. For employees who enroll in a City offered health plan and whose benefits exceed the total of the City's Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee.

B. Health Flex Contribution

1) The City offers full-time employees a Health Flex Contribution to put toward the payment of a City offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City's offered

coverage is "affordable." The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City's statutorily required minimum PEMHCA contribution.[1]

2) Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.

C. Additional Health Flex Contribution

1) Full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section.

2) Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.

3) Effective January 1, 2020, full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior section and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year. [2]

4) Effective January 1, 2023, full-time employees:

(a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The City will provide an Additional Health Flex Contribution amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year.

(b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount

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1 As an example, for 2020, the PEMHCA minimum is approximately $139/month and the Health Flex Contribution is $139.00/month, which includes the PEMHCA minimum of $139/month.

2 As an example, for 2020, the Additional Health Flex Contribution is approximately $23.70/month to these individuals since $200 over the Kaiser employee only premium amount in 2020 is approximately $970.56/month.

is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.

D. Regular Flex Contribution

1) The City will provide full-time employees a Regular Flex Contribution equal to $946.86 less the Health Flex Contribution. [3] Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 7.E. below.

2) Employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.

E. Cash In Lieu

1) Full-time employees hired before January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount per month for that plan year equal to $946.86 minus the Regular Flex Contribution as calculated each calendar year. [4] A full-time employee hired before January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

2) Full-time employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to $250/month. A full-time employee hired on or after January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

3) In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

(a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or

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[3] As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately $807.86/month.

[4] As an example, for 2020, the Cash in Lieu amount is approximately $139.00/month for employees who are regularly scheduled to work 40 hours per week.

years that begin or end in or with the City's plan year to which the opt out applies.

(b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

(c) Opt Out Period means the plan year to which the opt out arrangement applies.

(d) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.

(e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

F. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

G. Proration of Benefits:

For employees who may be eligible for benefits but work less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

8. DENTAL INSURANCE

The City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City. All employees are required to enroll in a dental plan.

9. VISION INSURANCE

For persons enrolled in the City's VSP vision plan, the City will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. Participation is voluntary. Employees that do not choose to enroll in a vision plan are not entitled to the benefit of City contributions to vision premiums

described in this paragraph.

10. LONG TERM DISABILITY

The City will continue to pay the cost of a long term disability insurance program. The LTD plan will have a maximum 60 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement.

11. LIFE INSURANCE

The City will pay the required premium for life insurance for represented employees in the amount of $50,000.

12. AUTOMOBILE ALLOWANCE

As an alternative to IRS mileage reimbursement or use of a City vehicle, an automobile allowance program will be available to represented employees as follows:

A. Department Heads including Assistant City Manager, Deputy City Manager and Deputy Director Redevelopment Agency/Sports & Open Space Authority (Executive Management) shall be entitled to a base monthly automobile allowance of $320 for use of their personal vehicles to conduct City business. Executive Management employees may be eligible to receive an additional amount up to a maximum of $200 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

B. Assistant Department Heads and Division Managers shall be entitled to a base monthly automobile allowance of $200 for use of their personal vehicles to conduct City business. Assistant Department Heads and Division Managers may be eligible to receive an additional amount up to a maximum of $300 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

C. Effective December 27, 2020 (the first pay period of calendar year 2021), the base monthly automobile allowance shall be paid on the first 2 pay periods of every month.

D. Upon request of the employee, prior to the beginning of each fiscal year, the City Manager or his/her designee will determine whether or not it is appropriate for a manager to receive an amount above the base monthly allowance. The determination will be made based on the requirements for use of the personal vehicles for City business and may require detailed driving information in order to grant an amount above the base monthly amount. This rate adjustment will become effective at the beginning of each fiscal year and will remain in effect for the full year unless there are unique circumstances requiring a modification.

E. Prior to the granting of this allowance, all insurance, driver's license, and vehicle registration as required under the State of California Vehicle Code, will be provided by the represented employee, and must be valid and in force at all times employees are operating their personal vehicles on City

business.

F. Employees receiving the automobile allowance are responsible for all gasoline and maintenance costs. Employees shall also maintain their personal vehicles in a clean and presentable condition while conducting City business.

G. A represented employee, who is currently assigned a City vehicle, may choose to continue using that assigned City vehicle in lieu of the automobile allowance.

H. The City reserves the right to substitute an assigned City vehicle in lieu of this automobile allowance for a represented employee if it is deemed to be in the City's best interest to provide a City vehicle to conduct City business.

I. A represented employee who is currently reimbursed for use of a personal vehicle in accordance with the IRS mileage reimbursement rate, may continue to utilize direct mileage reimbursement, in lieu of participation in this automobile allowance program.

13. MOBILE COMMUNICATION DEVICE ALLOWANCE

Mobile communication device allowance of $80.00 per month for eligible classifications.

14. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, or merit increases, as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager, subject to Section 14.G below. The Merit Pay Adjustment system shall include the following elements:

A. Each Unit 9 employee shall receive an annual evaluation.

B. Annual consideration of merit pay adjustments, subject to Section 14.G below, with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.

C. Merit pay adjustments shall range from 0 to 5%. However, in 2016 and 2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%, subject to Section 14.G below.

D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.

1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.

2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.

3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).

E. subject to Section 14.G below , the City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.

F. The City and Unit 9 may, by mutually agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.

G. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9 shall not be eligible for a merit increase until the third rating period after January 1, 2021, and after the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase. Employees with a rating period that ends before January 1, 2021, will be eligible for a merit increase for that rating period pursuant to the Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.

1) Employees hired or rehired or promoted or reclassified on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee's third rating period with the City after the employee was hired or rehired or promoted or reclassified into positions in classifications assigned to Unit 9.

(a) A current active City employee promoted or reclassified from another bargaining unit into a position in a classification assigned to Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee's third rating period from the effective date of the promotion or reclassification.

(b) A current active City employee holding a position in a classification assigned to Unit 9 as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.

(c) Nothing in this Section is intended to prohibit a pay increase that may result from a current active City employee being promoted or reclassified into a position in a classification assigned to Unit 9.

15. EMERGENCY PAID LEAVE PROGRAM

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. Method of Donation

1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).

2) Contribution may be made from earned vacation, or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. Use of Pool

1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the

individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.

3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.

6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.

7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

16. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. Sick Leave

1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.

2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30.

B. Family Sick Leave

1) Not more than forty-eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is

approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. Personal Leave

1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.

2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.

3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.

4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

17. BEREAVEMENT LEAVE

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.

C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City contributes $50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be included on total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.

B. VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for nonmedical purposes.

19. RETIREE MEDICAL REIMBURSEMENT BENEFIT

A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting in the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017 that will be reimbursed in 2018, the City will reimburse an amount up to $343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to $205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment each year.

20. EMPLOYEE ASSISTANCE PROGRAM

The City will provide a confidential Employee Assistance Program for represented employees.

21. CHANGES TO JOB DESCRIPTIONS

Should the City propose a change of the job description, or should the City propose a new job classification and job description, of any job classification represented herein, the City Manager or designee will provide a copy of that proposed job description to Unit 9 for its review and comment back at least ten (10) work days before it is scheduled to be presented to the City Council for adoption. If the proposed compensation control point of a new classification has been established, the City Manager will also provide that proposed compensation control point to Unit 9 for its comment. For a revision of an existing job description, Unit 9 may include a request that the City Manager review the existing compensation control point for the job classification if there has been a significant change in the duties, responsibilities, or safety hazards of the job classification. The City Manager will give consideration to Unit 9 comments, but the final decision on the job description and compensation control point that is submitted to the City Council for adoption will be made by the City Manager.

22. LIMITED/ALTERNATIVE DUTY

A. Alternate Work Schedule (Nine-Eighty Schedule)

A Miscellaneous Unclassified Management employee shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Department Head to the City Manager. The City Manager must approve the schedule and the City Manager or Department Head (for employees other than Department Heads) may terminate the schedule at any time.

B. Job Related Illness or Injury

Employees with a job related illness or injury, covered by Workers' Compensation, which prohibits performance of their regular duties, will be reassigned to limited or alternative duty under the following conditions:

1) Supervisors shall be advised of any industrial injury/illness as soon as practical.

2) Upon receipt of a Doctor's report providing work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

3) If the City is unable to identify a limited or alternative duty assignment for which the employee has the required experience and training, the employee will be reassigned to a Monday through Friday work schedule to accommodate required medical or other workers' compensation commitments.

C. Non Job Related Illness, Injury or Condition

Employees who have a non-job related illness, injury or condition which

prohibits performance of the employee's regular duties, may request assignment to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available, under the following conditions:

1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

2) Submission of a written release from employee's doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

3) Employee may account for regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

D. Work Week

Under both limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

E. Temporary Assignment

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

F. Law to Prevail

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

23. REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM

A. Employee Participation

Employee participation in this plan is with the City's understanding and agreement that employee participation is temporary and participation is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. Reduced Work Week/Reduced Pay

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.

B. Continuation toward payment of employee and dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers' Compensation injury.

C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, management leave or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

25. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

A. Effective January 1 of each year, represented employees will be credited with 120 hours of Management Leave per calendar year.

B. New hires or employees promoted into Unit 9 between January 1 and June 30 will be credited with 120 hours of Management Leave. New hires or

employees promoted into Unit 9 between July 1 and December 31 will be credited with 60 hours of Management Leave.

C. Use of Management Leave is subject to approval by the applicable Department Head, or the City Manager or his/her designee in the case of a Department Head request, taking into account the relevant circumstances including work/Department needs, staffing limitations, conflicts, timing of request, etc.

D. Management Leave may not be converted to cash or other paid time off.

E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than a balance of 180 hours of management leave, subject to Section 25.E.1-4 below. (Thus, and for example, an employee that already has 180 hours of management leave on January 1 would not receive any further management leave. An employee that already has 100 hours of management leave on January 1 would "only" receive an additional 80 hours. An employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.)

1) For calendar year 2021, an employee may have up to a balance of 240 hours of management leave.

2) For calendar year 2022, an employee may have up to a balance of 240 hours of management leave.

3) For calendar year 2023, an employee may have up to a balance of 240 hours of management leave.

4) For calendar year 2024, an employee may have up to a balance of 240 hours of management leave.

5) Effective the first pay period of calendar year 2025, the terms of Section 25.E above shall apply, and an employee may have no more than a balance of 180 hours of management leave.

26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pretax (federal, state, FICA, Medicare) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106„ Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

27. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents

and domestic partners, subject to the requirements of each benefit provider.

28. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/rate of pay.

29. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

30. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than January 31, 2024.

FOR THE CITY OF SANTA CLARA

Aracely Azevedo Digitally signed by Aracely Azevedo Date: 2021.01.06 10:07:14 -08'00'

Aracely Azevedo
Director of Human Resources
Date: _____

Marco Mercado Digitally signed by Marco Mercado Date: 2021.01.08 09:12:31 -08'00'

Marco Mercado
Assistant Director of Human Resources
Date: _____

Ashley Lancaster Digitally signed by Ashley Lancaster Date: 2021.01.06 12:38:57 -08'00'

Ashley Lancaster
Human Resources Division Manager
Date: _____

FOR THE CITY OF SANTA CLARA MISCELLANEOUS UNCLASSIFIED EMPLOYEES

Chris Jackson Digitally signed by Chris Jackson Date: 2020.12.16 12:55:47 -08'00'

Chris Jackson
President
Date: _____

craig johnson [illegible]

Craig Johnson
Vice President
Date: _____

Carolyn McDowell Digitally signed by Carolyn McDowell Date: 2020.12.16 13:31:18 -08'00'

Carolyn McDowell
Treasurer
Date: _____

Lee Hagan Digitally signed by Lee Hagan Date: 2020.12.17 12:57:37 -08'00'

Lee Hagan
Secretary
Date: _____

APPROVED: Deanna J. Santana Digitally signed by Deanna J. Santana Date: 2021.01.15 11:08:29 -08'00'

Deanna J. Santana
City Manager

Date

APPROVED BY THE CITY COUNCIL ON: November 17, 2020

ATTEST: Nora Pimentel Digitally signed by Nora Pimentel Date: 2021.01.29 17:10:15 -08'00'

City Clerk

Date

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APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION

City Manager's Office

Interoffice Memorandum

Date: April 15, 2014

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Julio Fuentes, City Manager

Subject: **Cell Phone/Smartphone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees**

Scope: This cell phone/smartphone stipend program applies to members of Unit 9– Unclassified Miscellaneous Management Employees. The stipend program is $80 per month and was effective April 1, 2009.

Purpose: To establish policies regarding the provision and usage of City-owned cellular telephones or smartphones (devices that have voice, data and internet/web access capabilities). The City has determined that it is beneficial to have Unit 9 members accessible by phone/data communications at all times. A Unit 9 employee can choose to have a City-issued cell phone, where the City pays for the Unit 9 employee's cell phone device and service plan through City-managed contracts with cell providers, or they can choose to receive a stipend in the amount of $80 per month, whereby the Unit 9 employee will purchase and own their own cell phone/smartphone device and pay all service provider charges, or the Unit 9 employee can choose not to participate in either of the above programs.

Summary: This policy outlines and establishes eligibility criteria for Unit 9 employees wishing to receive a monthly cell phone stipend and should be read and understood in conjunction with CMD 116-Use of City Resources and Confidential Nature of Information on City Equipment.

Cellular Telephone/Smartphone Stipend Program: Unit 9 employees may choose to receive an $80 a month stipend to purchase, maintain, replace or repair their personal cell phone, and pay for any level of cell phone service plan from any provider the employee may select. The $80 per month allowance is not intended to cover the full cost of any particular cell phone device and/or cell phone service plan. If a Unit 9 employee wishes to purchase a cell phone/smartphone and connect to the City's email system, they must confirm with the City's Information Technology Department that the device they wish to purchase can be connected to the City's Outlook email system. Not all cell phone devices or service programs may be compatible with the City's information technology systems. If you do not desire to connect to the City's email system, then any cell phone or service provider could be selected.

To be eligible for the monthly stipend, the Unit 9 employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency

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situations. If a Unit 9 employee participating in the stipend program experiences a lost, stolen or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9 employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

If the Unit 9 employee changes their cell phone number for any reason, the Human Resources Department must be notified in the next work week of the new cell phone number. If an employee receiving a cell phone stipend chooses to no longer use a personal cell phone for any reason, the Human Resources Department should be notified immediately, and the stipend will be discontinued in the next applicable pay period.

The stipend is paid at a rate of $40 per pay period (with no payment on two of twenty-six pay periods annually). A Unit 9 employee starting employment or terminating employment in the middle of any month will receive one-half of the monthly stipend ($40). The stipend will commence in the first applicable pay period after the Unit 9 employee's request has been received, reviewed and approved by the Human Resources Department. The essential review criteria are that the employee is a member of Unit 9 Miscellaneous Management Employees' Association, and that the employee has submitted a valid cell phone number as requested. The stipend is considered income to the employee, and is subject to payroll withholding.

CMD 116: Use of City Resources/Non-Confidential Nature of Information on City Equipment:

This CMD addresses key issues related to the ownership and usage of cell phone devices, and should always be read and understood in conjunction with this stipend policy. While it is generally the case that call records for a personally owned phone are not subject to public records requests, the law in this area can and does change. CMD 116 advises that employees adhere to City policies related to public records and email retention. The City Attorney's Office should be consulted for advice and/or resolution of public records concerns.

City-Issued Cell Phone Program: A Unit 9 employee can choose to have a City-owned cell phone issued to them in lieu of a monthly stipend. Under this program, the Information Technology Department has responsibility for the selection of cell phone devices and cell phone service providers. The City then maintains a record of an employee's cell phone number and usage information. Activity on City-owned cell phones is accessible as a public record. A Unit 9 employee cannot have a City-issued phone and a stipend. One or the other must be selected. If you currently have a City-issued cell phone and wish to participate in the stipend program, you will need to acquire a personal cell phone and service plan and then turn in your City-issued cell phone. Part of the rationale for this program is to decrease the number of City supplied/City supported cell phones through the use of a stipend program.

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Opt Out: A Unit 9 Miscellaneous Management employee can choose not to participate in either the cell phone stipend program or the City-issued cell phone program. If certain work assignments require the use of a cell phone that can be accomplished through the temporary provision of a City-issued cell phone through the duration of the assignment.

Cell Phone/Smartphone Stipend Program Enrollment: A current Unit 9 employee can initially enroll in this stipend program by emailing the Human Resources Department and requesting participation in the stipend program. You must include your 10-digit cell phone number in the email; therefore you must have a personal cell phone device and a service plan activated prior to receiving a stipend. At that time the Human Resources Department will send you a Cell Phone Stipend packet and form, which you will need to fill out and return to them. Thereafter, the Human Resources Department will present the cell phone stipend enrollment opportunity to new Unit 9 employees through employee orientation.

Julio Fuentes
City Manager

SmartPhone
Android Phone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Android phone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your Android phone, **you may lose them if you choose to sync with Outlook's** contacts and/or Calendar. Back up your Android phone so you can restore them if necessary.
3. Add your City email account to your Android phone.

Add Email Account

1. Go to **Settings**, and choose **Accounts**.
2. Choose **Add Account**, then **Corporate Sync**.
3. Complete the fields as follows (They may not appear in this exact order.)

   Domain\Username: *City* or *Electric* for SVP Employees\username.

   Password: Your current network password

   Check **Use secure connection** box.

   Email Address:
   Your city email address.

   Server: imail.santaclaraca.gov.



Change Passcode Options

Once you set up your City email account, you will be required to enter a 4 digit passcode. You will be required to enter this passcode to unlock your screen if your phone is unused for 5 minutes. This time can be increased up to 15 minutes.

To change the passcode,

1. Go to **Settings** then choose **Location & Security.**
3. Choose **Change screen lock**, then **PIN.**
4. Enter a new PIN.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Increase Screen Lock Timeout

To increase the screen lock timeout,

1. Go to **Settings** then choose **Location & Security.**
2. Choose **Security Lock Timer.**
3. Increase the time.

SmartPhone
iPhone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your iPhone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your iPhone, **you may lose them if you choose to sync with Outlook's** contacts and/or Calendar. Back up your iPhone using iTunes so you can restore them if necessary.
3. Add your City email account to your iPhone.

Add Email Account

1. Choose **Settings** from the iPhone menu.
2. Choose **Mail, Contacts, Calendar.**
3. Choose **Add Account**, then **Microsoft Exchange.**



4. **Complete the fields as follows:**

Email: your email address.

Domain: *City* or *Electric* for SVP Employees

Username: Your network login id.

Password: Your current network password

Description: a name that identifies this mail account. You can also set up a personal mail account such as gmail.



5. Click **Next.**

The screen to the right appears with **Server** *field added. It should be: imail.santaclaraca.gov.*



6. Choose to turn on **Mail, Contacts, and/ or Calendars.**

Change Passcode Options

1. Choose **Settings** from the iPhone menu.
2. Choose **General**, then **Passcode Lock.**
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.



Add Email Account (continued)

7. Choose **Done.**
8. After you choose ON for Contacts or Calenders, you will be prompted to delete or add your local (iPhone) contacts to Outlook.
9. You will be required to enter a 4 digit Passcode. You will be prompted to enter your passcode if you leave your iPhone idle for 5 minutes.



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SmartPhone
Windows Mobile Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Windows Mobile device to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. Set up your phone to sync with the City's Exchange Server using ActiveSync.

Setup Exchange Server

1. From the **Programs** menu, choose **ActiveSync.**
2. If it is the first time you have used your Windows Mobile phone, you will be shown the following prompt:

   To sync with a desktop computer, install ActiveSync on your computer and then connect this device.

   If your company supports syncing directly with its Exchange Server you can ***set up your device to sync with it.***

   Click the ***set up your device to sync with it*** link.

   This will start the process for connecting your device to the City's exchange server.

   Note: The City supports syncing directly with its Exchange Server. The City does NOT support syncing with a desktop computer.

   If you have already synced your device to another source, choose **Menu, Add Server Source.**
3. In the Server address field, type **Imail.santaclaraca.gov.**
4. Check the box for **This server requires an encrypted (SSL) connection.**
5. Click **Next.**



Setup Exchange Server (continued)

6. Complete the fields as follows:

   Username: *Your network login id.*

   Password: *Your network password.*

   Domain: *City* or *Electric* for SVP employees.
7. Click the **Save password** check box.



8. Choose **Next.**
9. Check the boxes next to the data you would like to synchronize with your City's Outlook account.
10. Click **Finish.**



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ADMINISTRATIVE CODE

CITY MANAGER'S DIRECTIVE-PROCEDURE

CMD NUMBER 116

DATE: March 9, 2009

CANCELS: November 22, 2008

SUBJECT: **USE OF CITY RESOURCES, AND NON-CONFIDENTIAL NATURE OF INFORMATION ON CITY EQUIPMENT**

PURPOSE:

1. The primary purpose of this CMD is to inform all employees that City equipment and systems, and City work locations, as defined herein, are the sole property of the City, and with a few minor noted exceptions, are to be used for City business only. This policy applies to City-owned and issued devices and the use of City network or systems using City –owned and private devices, including but not limited to Smartphones.

2. Another purpose of this CMD is to inform all City employees that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information, or files placed in or on City equipment are not private or confidential and may be reviewed to ascertain whether such communications constitute City business. As such, employees should not have any expectation of privacy or confidentiality in any of these circumstances. This CMD does not apply to the confidentiality of personnel records maintained by the Human Resources Department or the Finance Department, or the confidentiality of business and related items within the department where the employee works.

POLICY AS TO CITY-OWNED OR ISSUED DEVICES:

City equipment and systems, and City work locations, are the sole property of the City and, with minor exceptions (as noted below in Item No. 4 under Supervisor and Department Head Responsibility and Action), are to be used for City business only.

City employees are hereby informed that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information or files, placed in or on City equipment are not private or confidential. Employees should not have any expectation of privacy or confidentiality in any of these circumstances.

In order to conduct City business, including responding to the needs of citizens and staff, City management and City employees, when directed, may need to access City work locations and equipment of any employee who is absent or unavailable. Access to the work locations and equipment may also be necessary

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for purposes of monitoring employee work performance and conduct. Under existing provisions of the law, the City reserves the right to monitor the use of City equipment for any reason, including the right to review, audit and disclose all matters sent over or stored in City locations or equipment systems to ensure that uses are in compliance with all laws including copyright laws and City policies, including the City Code of Ethics & Values.

POLICY AS TO PRIVATE DEVICES:

Only City approved and authorized Smartphone devices are permitted to access any City network or systems. The approved list of devices is maintained by Information Technology (IT) and listed on the Smartphone Access Authorization Form (form available from IT HelpDesk).

A user who connects to City networks via an authorized Smartphone device or service must ensure that all components of his/her wireless connection remain as secure as his/her network access. All Smartphones and connections to any City network or systems shall be used to conduct City business and utilized appropriately, responsibly and ethically. All authorized Smartphone device and service users shall, without exception, use secure remote access procedures. Enforcement of this provision will be by device passwords in accordance with the City's password policy.

Prior to initial use or connection to City networks or systems, authorized Smartphone devices, software and related services must be registered with IT. City employees, contractors, or "as needed" staff in possession of an authorized Smartphone device shall not make modifications of any kind to the device, its software, and/or service that may potentially compromise the integrity of City networks or systems, without the express written approval of IT. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.

Users are advised that applicable law related to public records may require the production of certain records on private devices. Users are advised to adhere to City CMD's related to public records and email retention to avoid the potential disclosure of information from their private devices, particularly those users that receive a stipend for private devices.

With respect to Public Safety Officers, it is intended that this CMD be read together with the Public Safety Officers Procedural Bill of Rights.

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DEFINITIONS:

"City equipment and systems, and City work locations" is defined herein to include, but not be limited to, the following items whether they be owned, bought, used, paid for, leased, borrowed, or given to areas and the City: Work spaces, desks, lockers, City vehicles and equipment, computer and video equipment, printers, copiers, supplies, telephones, mobile data terminals, fax machines, radios, email, text messages, other mail and electronic messaging services, voice mail, and Internet services (as assigned, including chats, newsgroups, and Internet email), or any files

"City business" includes, but is not limited to, conducting the business of the City of Santa Clara and monitoring employee work performance and conduct.

"Off-Duty time" includes employee time before and after work shift, lunch (or meal period breaks), and approved vacation/other leave time.

"Smartphone" means a mobile handheld device with advanced features like e-mail and Internet capabilities.

RESPONSIBILITY :

ACTION

Department Heads & Supervisors

1. Authorize issuance and discourage misuse of City equipment, work locations, and Smartphone devices. Approve replacement of lost, stolen or damaged City-owned devices. Replacement costs will be charged to the user's department, which is then responsible for handling reimbursement of City funds with said user. Replacement and Maintenance costs for any personal-owned devices are the sole responsibility of the employee.

2. Understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep record of any network activity in which the employee transmits or receives any kind of file; the deletion of a message or file from some electronic systems may not fully eliminate the message from the system.

3. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation

4. Notwithstanding statements in the CMD to the contrary, occasional use of City equipment by an employee during off-duty time, i.e., typing of a personal letter during the lunch period, or use of a telephone for urgent reasons (see CMD 78), may be granted from time to time at the discretion of and upon the

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approval of the Department Head.

5. In addition, uses by City employees, during off-duty time, of specific City equipment may also be allowed where certain fees for use of this equipment have been established (i.e., minimal copying, or use of a fax machine, etc.).

6. Managers and supervisors who are authorized to serve as officers of a professional society and/or association in accordance with CMD 49, and who have authorized use of City resources in accordance with the provisions of that CMD, should not have expectations of privacy or confidentiality of information or files placed on City equipment.

All Employees/Users

7. Become informed and comply with the policies of this CMD.

8. Do not use City equipment, work locations, or authorized access to City networks or systems improperly. Improper use includes any personal use for convenience or profit, playing of games, or use to convey derogatory, defamatory, obscene, or otherwise inappropriate actions or messages or any information unrelated to City business. Personal mail, packages, or catalogs should not be received or sent using a municipal address.

9. Employees shall take reasonable measures to safeguard City property and systems to prevent loss or damage. In the event any City-owned or issued device or privately-owned Smartphone is lost or stolen, or the occurrence of any incident or suspected incident of unauthorized access and/or disclosure of City resources, the user shall *immediately* report such to his/her supervisor and the IT Help Desk. Service will be immediately terminated. Users should immediately report to his/her supervisor and the IT Help Desk if the device is recovered. IT will work with the user to restore service as quickly as possible.

10. The provisions of this CMD also apply to employee use of non-City issued equipment and systems brought into work locations and used for City business. Employees utilizing non City-issued equipment assume responsibility for the repair or replacement of such equipment, including Smartphones.

11. Nothing in this CMD is intended to or shall be construed as affecting the duty and obligation of City employees to maintain the confidentiality of City documents and information which the employee has access to through his or her employment with the City. It is also not intended to nor shall it be construed as granting access to non-City employees to otherwise confidential City documents and information.

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12. Employees should understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep a record of any network activity in which the employee transmits or receives any kind of files. Any records transmitted or received are recorded and stored in an archive file; deletion of a message or file from some electronic systems may not fully eliminate the message from the system.

13. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation.

14. Employees should understand that the City's network allows Management to access employee passwords. Upon request, employees shall provide their systems passwords to their Department Head to allow access to all files and systems in the employee's absence or as required. Lockers, desks, files or other secured City equipment, systems, or work locations, may also be accessed by the City.

15. Employees shall not knowingly use City equipment or systems, or City work locations, to download or distribute pirated software or data, or to violate Penal Code Section 502, applicable Federal laws, City policies, rules and regulations, including the City's Code of Ethics & Values. Employees shall not use the City's equipment, systems or work locations to disrupt or destroy the City's program systems, nor shall they attempt to disable any security system.

16. Violation of this policy, through direct action on the part of the employee, or through carelessness or negligence, may result in formal disciplinary action, up to and including termination.

17. Unit 9 employees should understand that Smartphone devices they obtain through the assistance of an allowance program are considered personal devices and are under the ownership of the employee. All service, maintenance, and replacement costs are the responsibility of the employee.

IT Department:

18. IT reserves the right to terminate without notice any authorized Smartphone device, service and access to City network or system that may result in a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

19. IT reserves the right to perform a remote wipe of a user's Smartphone,

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erasing all data and contents, if there is a reasonable belief that the device has been compromised and/or poses a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

20. IT will provide minimal support for privately-owned approved and authorized Smartphone devices. This support is limited to basic documentation to enable the user to connect the device to City networks and systems, and basic troubleshooting to determine if any connection problems are on the City side or outside of the City's control. All additional technical and function questions/issues shall be the responsibility of the user.

Questions regarding this CMD may be addressed to the City's Director of Human Resources.

Cross Reference:

CMD 3 - Overnight Use of City Vehicles
CMD 31 - Transaction of Personal Business During Working Hours
CMD 49 - Membership in Professional Societies and Associations
CMD 78 - Personal Use of City Telephones
City Code of Ethics & Values (Attachment to CMD 67, Gifts & Favors to Individuals)

EXHIBIT C

Severance and Release Agreement

SEVERANCE AND RELEASE AGREEMENT

This severance agreement is made and entered into on _____, by the City of Santa Clara ("City") and Jovan D. Grogan ("Mr. Grogan"). The City and Mr. Grogan may be referred to collectively throughout this agreement as "the Parties." The effective date of this Agreement shall be the date of the signature of the last of the Parties to sign this Agreement.

RECITALS

WHEREAS on or around MONTH__, 2023, Mr. Grogan began their employment with the City as the City Manager;

WHEREAS on or around MONTH__, 2023, the City Council approved an employment agreement ("Employment Agreement") with Mr. Grogan;

WHEREAS Mr. Grogan holds an at-will position under the City Charter, and serves at the pleasure of the City Council;

WHEREAS Sections 1 and 6 of the Employment Agreement permits the City Council to terminate Mr. Grogan's employment at any time subject to certain conditions;

WHEREAS the City Council has determined it appropriate to exercise the right under Section 6 of the Employment Agreement to terminate Mr. Grogan's employment;

WHEREAS it is the intention of the parties in entering into this Agreement to amicably conclude the Employee's employment relationship with the City effective_____ (insert date) ("Separation Date") and consistent with the terms of the Employment Agreement; and,

WHEREAS the Parties enter into this Agreement in order to implement Subsection 6.1 of the Employment Agreement and ensure a smooth transition of City leadership.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree with each other as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Recitals are incorporated herein by reference as though fully set forth herein.

2. **Return of Documents.** Mr. Grogan agrees and represents that no later than _____ (insert date), they will return to the City all City property of which they have possession, custody or control, including, but not limited to, computer, electronic and telephonic equipment, as well as all City data and documents whether in hard copy or maintained on any electronic media.

3. **Non-Disclosure of Confidential Information.** The Parties acknowledge that as City Manager Mr. Grogan is a high-ranking official and an officer of the City; in that capacity they were and are responsible for, among other things, executing and enforcing all laws, and policies of the City and administering the City's affairs, controlling and administering the City's financial affairs and supervising purchasing, contracting, and confidential information. Consistent with their Employment Agreement and the City Charter, Mr. Grogan represents and agrees that they have not and shall not at any time or in any manner, either directly or indirectly, whether or not for compensation use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the City except with the express written permission of the City or as required by court order or properly-issued subpoena. Such information includes but is not limited to, any attorney-client communications and attorney work product, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

4. **Defense and Indemnity.** Consistent with their Employment Agreement and the City Charter, in accordance with the obligations imposed under Government Code sections 800 and 910, the City shall defend and indemnify Mr. Grogan for any actions that result from work performed in the course and scope of their duties as the City Manager for the City of Santa Clara.

5. **Information Regarding Employment**. Subject to any applicable law, the City agrees that all inquiries with respect to Mr. Grogan's separation will be referred to the Mayor who will provide only the following information: (a) the date of hire and date of separation; (b) that this is a mutual and amicable separation based on a mutual desire to separate Mr. Grogan from his employment and provide a smooth leadership transition.

6. **Personnel File Documents.** No documents shall be entered into Mr. Grogan's personnel file after the effective date of this agreement without both parties approving the entry of the document.

7. **Release of Claims.** Except for the rights and obligations created by this Agreement, Mr. Grogan, on behalf of themself, their agents, representatives, attorneys, assignees, heirs, executors, administrators and successors in interest, hereby releases and forever discharges the City and all of its past, present and future Councils, agencies, divisions, and departments, as well as each of their respective former, current and future directors, department heads, supervisors, Managers, employees, attorneys, elected and appointed officials, Councilmembers, City Managers, and any and all of them (all of the above collectively, the "City Released Parties"), to the extent permitted by law, from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Mr. Grogan ever had or held, now has or holds or hereafter can, shall or may have or hold against the City Released Parties, based on any claims or occurrences arising prior to the Effective Date of this Agreement (collectively, "Released Claims"). The Released Claims defined in the immediately preceding sentence and released herein by Mr.

Grogan as to the City Released Parties include, without limitation, all claims based upon, relating to or arising out of Mr. Grogan's employment with the City, and/or the discontinuation of said employment, all claims in law, equity, contract and tort, and all claims under the California Constitution, California Civil Code, California Labor Code, California Code of Regulations, California Government Code, California Business & Professions Code, California Fair Employment and Housing Act, California Family Rights Act, the California Workers' Compensation Act, the Fair Labor Standards Act, the Equal Pay Act, National Labor Relations Act, Labor Management Relations Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1-964, as amended, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, the Rehabilitation Act, Executive Order 11246, Family and Medical Leave Act, Sarbanes-Oxley Act of 2002, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, Age Discrimination in Employment Act (ADEA), the Code of Federal Regulations, and all claims under any other federal, state, municipal or other governmental statute, regulation, ordinance or order.

8. Mr. Grogan specifically and expressly waives all rights under the provisions of Section 1542 of the Civil Code of California ("Section 1542 Waiver") with respect to the Released Claims. Section 1542 Waiver provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, for the purposes of making a complete settlement of the Released Claims which Mr. Grogan may have or claims to have against the City Released Parties, Mr. Grogan waives and releases any and all Released Claims against the City Released Parties, including Released Claims which are unknown and unsuspected as of the Effective Date of this Agreement. Mr. Grogan warrants that they have read this Agreement, including the Section 1542 Waiver, and have had an opportunity to consult with counsel of their own choosing about this Agreement and specifically about the Section 1542 Waiver, and that they understand this Agreement and the Section 1542 Waiver. Mr. Grogan acknowledges that they may later discover facts different from or in addition to those now known or believed to be true regarding the matters released or described in this Agreement, and even so they agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Mr. Grogan assumes any and all risk of any mistake in connection with the facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now known to them relating thereto. Mr. Grogan agrees, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal City proceeding to assert any Released Claims. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and the City shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim.

9. Mr. Grogan acknowledges that they have not heretofore assigned or transferred to or purported to assign or transfer to any person or entity the Released claims or any part or portion thereof, and agrees to indemnify and hold harmless the City Released Parties from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

10. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the separation of Mr. Grogan's employment relationship with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11. **Applicable Law and Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.

12. **Modification.** Any modification of this Agreement shall be effective only if it is in writing and signing by all parties to this Agreement.

13. **Severability.** If any part of this Agreement is determined to be invalid, unlawful, or unenforceable, that part shall not be deemed to be part of this Agreement.

14. **Legal Advice and Voluntary Execution.** Each Party represents and warrants that it: (a) had the opportunity to obtain legal advice from legal counsel of its choice before entering into this Agreement, (b) has read the contents of this Agreement; (c) fully understands the terms and consequences of this Agreement; (d) enters this Agreement voluntarily; and (e) shall not deny the validity of this Agreement on the grounds that it did not have advice of counsel or did not voluntarily and knowingly enter into this Agreement and agree to each of its terms.

15. **Full Execution Authority.** Each Party executing this Agreement warrants and represents that it or they have full authority to bind the corresponding Party to this Agreement.

16. **No Admissions.** By entering into this Agreement, the City Released Parties do not admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability, and that the City specifically denies liability related in any manner to Mr. Grogan's employment. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the City, except a proceeding to enforce this Agreement.

17. **Acknowledgment of Payment of Compensation/Benefits.** Mr. Grogan acknowledges and affirms that they have been paid any and all compensation to which they are entitled pursuant to the terms of the Employment Agreement.

18. **Tax Consequences.** The City has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Mr. Grogan has had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel and agrees to indemnify and hold harmless the City from any and all costs and assessments including, but not limited to delinquent taxes, penalties and/or assessments levied against the City in connection with this Agreement.

19. **Older Workers' Benefits Protection Act.** It is the intention of the Parties that the releases contained in this Agreement apply to all claims of any kind against the City. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release by Mr. Grogan of any potential claims under the federal Age Discrimination in Employment Act, Mr. Grogan agrees as follows: (i) they have carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement they are giving up potentially valuable legal rights, and they intend to be bound by all the terms and conditions set forth herein; (iii) they are entering into this Agreement freely, knowingly, and voluntarily; (iv) they have been advised of their right to at least twenty-one (21) days to consider whether to agree to the terms and conditions set forth herein; and (v) for a seven (7) day period following their execution of this Agreement they may revoke this Agreement by delivering a written revocation to City, and this Agreement shall not become effective nor enforceable until the revocation period has expired.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

_____	_____
Name:	Jovan D. Grogan
Title:	
City of Santa Clara	
Date: _____	Date: _____
Approved as to Form and Legality:	
_____	_____
Name:	Name:
City Attorney	Attorney for Jovan D. Grogan
Date: _____	Date: _____

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EXHIBIT D

City Manager's Directive 028 Travel Policy

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City Manager's Directive 028
Travel Policy

City of Santa Clara
The Center of What's Possible

POLICY

The City of Santa Clara (the "City") expects to pay all reasonable costs incurred by City employees traveling on approved City business; and City employees are expected to use sound fiscal stewardship when expending public funds, and to travel in the most logical and least expensive manner possible.

PURPOSE

The purpose of this Travel Policy (the "Policy") is to define the City's expectations of its employees who travel in connection with their work responsibilities and to clarify which expenses the City will fund and which expenses are considered the personal responsibility of the traveler. This policy is not intended to cover short trips during work hours made by employees in the course of their regularly assigned work duties.

Local Travel

Local travel is travel necessary to conduct official City business and is performed by the most direct route within and adjacent to an employee's official worksite. Local travel is defined as less than 50 miles from the employee's home or place of business, whichever is the shortest distance. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. The City will not pay for lodging or per diem meal expenses related to local travel as defined above. The City will pay for transportation and parking costs related to the local travel.

Employees can settle their allowable local travel expenses through the petty cash reimbursement process if the request is less than the petty cash limit at the time of reimbursement. Requests larger than the petty cash limit require an accounts payable request for payment.

Conference and Meeting Attendance

City employees shall be authorized to join professional and public organizations and attend the meetings and conferences held by such organizations subject to adequate budget appropriations and adherence to this policy.

General Procedures and Guidelines

The Policy shall be reviewed annually by the City Auditor's Office to ensure its consistency with respect to the City's objectives and any modifications must be approved by the City Manager.

CMD 028: Travel Policy

City of Santa Clara
The Center of What's Possible

Travel Authorization

A. City Manager Pre-Travel Authorization Form Required.

City Manager (or designee) authorization is required in advance of travel or the commitment of City funds for the following:

- Travel by Department Directors
- Out-of-State travel by any staff
- Any exception to this policy

Authorization shall be sought via submittal of a Pre-Travel Authorization Form (Attachment A).

B. Department Director Pre-Travel Authorization Form Required.

In-state, overnight travel requires the approval of a Department Director via submittal of a Pre-Travel Authorization Form in advance of travel and the commitment of City funds.

C. Department Director or Designated Supervisor Authorization Required.

A pre-travel authorization form is not required for local travel as defined above, where meal reimbursement, overnight or out-of-state travel is not concerned. Employees are required to obtain approval from their supervisor prior to any business travel for which the City is expected to pay for mileage, bridge tolls and/or parking. This approval can be via email, with a copy of email approval submitted with travel costs. Itemized receipts are necessary to receive reimbursement for all expenses whether through petty cash or accounts payable request for payment. An employee may not approve their own travel documentation under any circumstances.

Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Registration for conferences and training shall be made far enough in advance to take advantage of early (discounted) fees, and to avoid late

registration fees. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the City from incurring unnecessary costs when possible.

At the Department Director's discretion, one or more persons may be designated as a Travel Coordinator and be assigned responsibility for making travel arrangements for all business travelers within a department. It is the City's preference that all travel be booked by designated Travel Coordinators using their City Procurement Cards to secure travel arrangements ahead of all travel. Individual travelers may make their own travel arrangements with their personal credit cards and be reimbursed if it is not feasible for a travel coordinator to do so.

Transportation

Travelers shall use whatever mode of transportation is the most reasonable and least expensive. When planning the transportation portion of a trip, the employee shall consider all aspects of cost to the City including daily expenses, overtime, lost work time as well as actual transportation costs.

Use of a mode of transportation other than the most reasonable and least expensive must be documented and have advance approval from the employee's Department Director. The City will pay only the cost of the most reasonable and least expensive mode. If the mode of transportation is determined to be a City vehicle, the traveler shall comply with the City Manager's Directive (CMD) 21 Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles. The difference between the selected mode and the least expensive mode shall be documented and considered the employee's personal expense at the time of travel authorization. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance.

A. Air Travel.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a reasonable route shall be selected.

B. Use of Personal Vehicle.

With the exception of employees who have been assigned a City vehicle or who receive a car allowance, employees shall be compensated for the use of their private vehicles for business travel at the current IRS standard mileage rate, provided that it is the most reasonable and least expensive method of transportation. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance.

Employees that receive a car allowance and are required to travel greater than 50 miles from their work location or residence, whichever is the shortest distance, are eligible to be compensated for the use of their private vehicle for business travel at the current IRS standard mileage rate for miles traveled over 50 each way of the trip (e.g. if travel destination is 80 miles from the work location and 70 miles from the residence, then the employee will receive reimbursement for 20 miles (70-50=20)).

Employees who do not receive a car allowance may also be compensated at the current IRS standard mileage rate for the use of their private vehicles for routine travel on City business between City facilities or to other locations in Santa Clara or the adjoining communities. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. Employees must keep a log of such routine travel using the Mileage Reimbursement Log (Attachment C). Expense reimbursements for this type of mileage must be submitted monthly.

The City will reimburse all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on City business. Employees requesting reimbursement for the payment of such expenses shall obtain itemized receipts and submit them as part of their travel expenses on the Travel Expense

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Form. Also, whenever possible, employees attending the same event shall travel together to minimize expenses.

To drive a City or privately-owned vehicle on City business an employee must possess a valid California driver's license. An owner/driver of a privately-owned vehicle used for City business must carry adequate liability insurance coverage in accordance with applicable State law, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

C. Train and Other Mass Transit.

Employees shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee. In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

D. Ground Transportation at Destination.

Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses or local shuttle services, if available. Taxi or ride-share (Uber/Lyft) service shall be used only when no other convenient, less costly mode of transportation is available for the employee to travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee.

E. Rental Vehicles.

Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Director. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs. Employees are required to purchase and shall be reimbursed for optional insurance coverage for the rental vehicle. Optional insurance coverage shall include Damage Waiver (DW) (also referred to as Collision Damage Waiver (CDW)) and third-party liability coverage.

F. Travel Time.

Travel time is compensable under certain conditions identified in the Fair Labor Standards Act (FLSA). As a charter city, the City follows current FLSA regulations for determining the compensability for travel time. The FLSA regulations are available at: http://www.dol.gov/whd/regs/compliance/whdfs22.htm

Lodging

The City will pay lodging expenses for approved City travel, including the evening preceding or subsequent to a meeting or business event when the employee would otherwise have to travel from his/her residence before 6 a.m. or after 9 p.m. to reach or return from his or her destination. Local travel, as defined previously in this policy, does not qualify for City paid lodging expenses.

Employees are expected to use the most cost-effective lodging reasonably available. When a conference or training session is held at a specific hotel, the City shall pay for actual lodging expenses up to the standard lodging rate advertised by the conference or training sponsor unless approved by the Department Director as part of the travel authorization process.

When there is not a specific lodging site associated with official City business, the City shall pay for actual lodging expenses up to the

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GSA maximum rate allowed by location (http://www.gsa.gov/perdiem). Note that the GSA maximum rate applies to the base room rate only and does not include taxes. Any exception to applying the GSA rate due to the current market rates in the area of travel must be documented in writing and approved, pre-travel, by the Department Director.

Every effort shall be made to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The lodging should also be clean, safe and appropriate for business travel. Government rates are often available and should be sought. The City will pay for standard room accommodations at the most cost-effective lodging reasonably available. Any incremental cost beyond that of a standard room shall be paid for by the employee unless a written exception has been approved by the City Manager (or designee).

Room reservations may be made in advance using a City procurement card and the employee should request a copy of the hotel's credit card authorization receipt as applicable. This will be used to authorize the hotel to charge the total room cost, including all taxes, on the Travel Coordinator's purchasing card. Employees shall personally pay for any additional expenses incurred, such as movie rental, mini-bar bills, room service, etc.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances reasonably beyond the employee's control.

Meals

A. Overnight Travel

The City will pay for an employee's meals during authorized travel, including tax and tips and incidentals, up to the per diem amount established by the GSA for the destination location (available at: http://www.gsa.gov/perdiem) for a full day of travel. Per GSA, rules, employees are only eligible for 75 percent of the total per diem amount on the first and last travel day. The Meals & Incidental Expenses (M&IE) column will be used to generate the per diem rate for meals. Use the guide on http://www.gsa.gov/mie to breakdown

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the per diem amount for each meal. For any meal that is provided by the conference or hotel the appropriate meal amount listed on http://www.gsa.gov/mie must be deducted from the reimbursement request.

The City will not pay for the following:

- Meals that the employee elects to purchase from another source when the meals are included in the cost of a conference, training registration fee, or hotel stay. In the event an exception is granted due to dietary restrictions, the meal will be reimbursed on an actual expense basis, up to the applicable GSA rate.
- Alcoholic beverages.

B. Non-Overnight Travel

With regard to partial days of travel that is not overnight but exceeds the local travel guidelines detailed above, the City will pay for meals on a pro-rated basis using GSA meal amounts, as follows:

- If the partial day includes travel before 8 a.m., the City will pay for the employee's breakfast.
- If the partial day includes travel between 11 a.m. and 1 p.m., the City will pay for the employee's lunch.
- If the partial day includes travel after 5 p.m., the City will pay for the employee's dinner.

Miscellaneous Fees/Business Expenses

A. Gratuities/Tips.

The City will pay reasonable and customary gratuities and tips during City business travel, which are included in the standard per diem rate per GSA guidelines.

B. Business Expenses.

The City will pay for goods and/or services deemed necessary for the completion of official business, such as printer, copier, and computer usage, etc.; for internet usage at actual cost and for all business telephone calls. Cellular phones are often more cost-effective than using hotel phones

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directly and should be considered as a primary option. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

C. Baggage Fees.

If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

D. Personal Expenses.

Personal expenses will not be paid by the City. In addition to those items identified as personal expenses throughout this Policy, personal expenses include early bird flight check-in fee, change flight fee (except as otherwise set forth in this Policy), personal transportation costs outside of the conference or conference event site, personal telephone calls, in-room movies, spas and gyms, optional recreational events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will result in (1) additional costs to the City, (2) employee engaging in personal travel while be compensated, or (3) harming the City's interest in any way. Any extension of a trip for personal travel must be accompanied by Director approval and supporting documentation of what the trip would have cost with the original business itinerary. The City will reimburse the lesser of the original business itinerary cost or the extended trip cost due to personal travel. Any additional cost from the original business itinerary must be covered by the employee. The City will not pay for any expenses of a spouse or other person who accompanies an employee on business travel.

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Settlement of Trip Expenses

Payment of travel expenses incurred during the trip using City procurement cards is not permitted. Purchase cards may be used to pre-pay expenses such as flights, hotel, car rental, or conference registration (preferably by a Travel Coordinator) or may pay these expenses by invoice through accounts payable.

Allowable expenses per this policy during the trip are to be paid out of pocket by employees and reimbursed upon completion of travel. The City will not provide any advance payment of travel costs directly to employees.

Travel Reimbursement

All employee travel reimbursement requests require either direct supervisor or Department Head approval prior to submitting to the City Auditor. Direct supervisors can approve expense reimbursement requests if there is no greater than a 10% variance between the pre-approved travel estimate and the actual expense reimbursement requested. Any reimbursement request with a difference greater than 10% of the pre-approved estimate must be approved by the Department Director.

The City Auditor's Office is responsible for review and has final approval of travel expense reimbursement requests. Approval shall be based upon the employee's compliance or non-compliance with the requirements of this policy. Once approved by the City Auditor, the reimbursement request will be forwarded directly to accounts payable for processing and email notification will be provided to travel coordinators and/or the employee.

Within 30 days of an employee's return from a business trip, a final, department approved expense report associated with the trip shall be submitted to the City Auditor to be eligible for any reimbursement. The employee must complete a signed Travel Form and supporting documentation to substantiate all reported expenses with the exception of meals, as these are reimbursed based on GSA per diem rates. The documentation should be in its original form and include the following, if applicable:

- Pre-travel request authorization as defined by this policy
- Invoice and trip itinerary from vendor
- Event brochure or agenda for conference, training, or special event

- Any certificates of completion associated with event
- Airfare receipt showing the travel dates and time
- Parking receipts showing the travel date and amount paid
- Transportation receipts showing the travel date and full address to/from the event location
- Car rental receipt showing the dates and number of days
- Final itemized hotel bill or statement showing all charges
- Documentation showing miles between destination and the employee's work location or residence to substantiate the shortest distance driven for mileage
- A brief written explanation if a reporting item doesn't have supporting documentation.

It is the employee's responsibility to submit the travel expense reimbursement request within the specified timeline.

Uncompleted training will not be paid by the City unless the employee's failure to complete the training was due to a cause outside the employee's control as documented with a memorandum.

Advances

The City does not offer advances to employees for travel.

Exceptions to this Policy

This Policy does not claim to address all contingencies and conditions. However, any exception requires City Manager (or designee) approval in writing for anticipated/known exceptions or unanticipated/unplanned expenses. Requests for exceptions should be accompanied by the traveler's written justification for the expense.

Examples of exceptions to this policy include, but are not limited to, the following:

- Unusual business expenses
- Per diem and/or lodging expenses which exceed GSA limits
- The purchase of one or more meals from another source even though they were included in a conference and/or seminar registration fee
- The use of an alternate mode of transportation
- Lodging expenses incurred during local travel
- Travel costs exceeding available budget appropriations

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City Auditor to Conduct Periodic Audits	The City Auditor shall conduct periodic audits in accordance with generally accepted government auditing standards to ensure compliance with this travel policy. Audit results shall be submitted to the City Council.

Cross References:
CMD 49 - Membership in Professional Societies and Associations
CMD 21 - Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles

Attachments:
A – Travel Authorization Form
B – Travel Expenses Reimbursement Form
C – Mileage Reimbursement Log

EXHIBIT E

Description of Duties

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Description of Duties
for City Manager

City of Santa Clara
The Center of What's Possible

CHARTER OF THE CITY OF SANTA CLARA
Article VIII. City Manager, Ordinances, Meetings
Sec. 802 Powers and duties

The City Manager shall be chief executive officer and the head of the administrative branch of the City government. He/she shall be responsible to the City Council for the proper administration of all affairs of the City and to that end, subject to the personnel provisions of this Charter, he/she shall have power and shall be required to:

(a) Appoint and remove, subject to the Civil Service provisions of this Charter, all officers and employees of the City, except as otherwise provided by this Charter, and except as he/she may authorize the head of a department or office to appoint and remove subordinates in such department or office. No person related to the City Manager by blood or by marriage shall be eligible for office or employment in the City.

(b) Prepare the budget annually and submit it to the City Council and be responsible for its administration after adoption.

(c) Manage the City-owned water and power departments in a business-like manner, charging equitable rates for the services furnished and building up the properties so as to conserve their value and increase their capacity as needed by the City.

(d) Prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year.

(e) Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem to him/her desirable.

(f) Make investigations into the affairs of this City, or any department or division thereof, or any contract, or the proper performance of any obligation to the City.

(g) Submit to the City Council at each meeting for its approval, the list of all claims and bills approved for payment by him/her.

(h) Perform such other duties as may be prescribed by this Charter or required by him/her by the City Council, not inconsistent with this Charter. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State Statutes of 2000)

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Description of Duties
for City Manager

City of Santa Clara
The Center of What's Possible

SANTA CLARA CITY CODE
Title 2 Administration and Personnel
Chapter 2.15 City Manager

2.15.020 Duties and responsibilities.

a) The City Manager shall be the chief administrative officer and the head of the administrative branch of the City government, and shall be responsible to the City Council for the proper administration of all affairs of the City. The City Manager shall be an ex officio member of all boards and commissions and shall serve as chief liaison officer between such bodies and the City Council, but shall have no vote thereon. He shall represent the City in its dealings with the various municipalities and other levels of government unless otherwise provided by the City Council.

(b) The City Manager shall have executive direction of the heads of all departments except those holding elective offices and those appointed by the City Council. These officers shall cooperate with all executive policies and procedures established by the City Manager insofar as the same are not in conflict with their legal duties or direct responsibilities to the City Council.

(c) The City Manager shall have the power to appoint, suspend, discipline or remove from service all other department heads and to perform or otherwise delegate their duties and responsibilities.

(d) The City Manager may prescribe such procedures, rules and regulations, not inconsistent with the Charter or legal actions and policies formulated by the City Council, as he may deem necessary for the conduct of the various departments, and he may investigate and inquire into the affairs of any department at any time.

(e) The City Manager shall, subject to budget authorization and the civil service rules and regulations, appoint and dismiss all regular, probationary and temporary employees as needed. He shall also recommend salary classifications and grant step increases in pay where applicable, within the general pay plan approved by the City Council.

(f) The City Manager shall act as advisor to the City Council on fiscal administration and shall administer the pertinent fiscal affairs of the City. He shall prepare and submit the annual budget of the City and administer it upon adoption. He shall prepare and submit annual financial statements and approve and submit periodically a list of claims and bills for payment.

(g) The City Manager shall serve as the Director of Finance unless otherwise determined by the City Council. He shall also serve as Director of Civil Defense. (Ord. 947; Ord. 1039 § 21. Formerly § 2-16.1).

Legislation Details (With Text)

File #:	24-1622 Version: 1	Name:	
Type:	Public Hearing/General Business	Status:	Agenda Ready
File created:	12/22/2023	In control:	City Council and Authorities Concurrent
On agenda:	1/9/2024	Final action:	1/9/2024
Title:	Action to Approve a Merit-based Salary Adjustment for City Manager and to Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan that increases the annual base salary for the City Manager to $418,220.76		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Unclassified Salary Plan eff 12-24-2023 (for Council 01-09-2024).pdf, 2. Resolution.pdf, 3. Jovan Grogan Employment Contract.pdf, 4. Resolution No. 24-9300		

Date	Ver.	Action By	Action	Result
1/9/2024	1	City Council and Authorities Concurrent	Approved	Pass

REPORT TO COUNCIL

SUBJECT

Action to Approve a Merit-based Salary Adjustment for City Manager and to Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan that increases the annual base salary for the City Manager to $418,220.76

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The employment agreement between the City of Santa Clara and the City Manager, Jovan D. Grogan, includes the following provisions under Compensation.

3.2 Adjustments.

(a) Employee shall receive a two percent (2.0%) Cost of Living Adjustment ("COLA") to their Base Salary, effective the first regular pay period in 2024.
(b) Prior to the first regular pay period in 2024, and in conjunction with Employee's annual performance appraisal (see Section 4 below), the City Council will meet with the Employee for the express purpose of determining, in its sole discretion, whether to grant Employee a merit-based salary adjustment, in an amount deemed appropriate by the City Council and otherwise permitted by law. This merit-base salary adjustment would be in addition to the COLA identified in Section 3.2, subsection (a) above.
(c) Following January 30, 2024, Council will, in its sole discretion, determine whether to

provide Employee with any additional base salary or other compensation adjustments. Council will make such determinations in conjunction with Employee's annual performance (see Section 4 below) or at any other time that Council, in its sole discretion, deems appropriate. Any adjustments made pursuant to this subsection shall be memorialized in writing as an amendment to this Agreement and shall be approved by the City Council in open session.

On December 12, 2023, the City Council approved and adopted a resolution that updated the unclassified pay plan effective December 24, 2023, to include the revised annual base salary for the City Manager at $413,157.48, which reflects the 2.0% COLA, as referenced in the employment agreement.

On December 4, 2023, the City Council discussed in Closed Session the performance of the City Manager, and on December 12, 2023, considered awarding a merit increase for the City Manager. The new annual base salary of the City Manager is now lower than that of the Chief Operating Officer and Chief Electric Utility Officer, which both report to the City Manager. Both of these positions are represented by the Miscellaneous Unclassified Management Employees (Unit 9), which received a 3.25% on December 24, 2023. As a result, the City Council provided direction to bring forward a merit-based salary adjustment for the City Manager that would equate to 1% above the two incumbents that are above the City Manager salary, effective as of the same date as the Unit 9 COLA for the two incumbents. The base salary for the two incumbents is approximately $414,079. The revised annual base salary for the City Manager would need to be revised to $418,220.76, to be 1% above that of the two incumbents. The merit-based salary adjustment equates to an approximate 1.23% increase in the annual base salary for the City Manager.

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for unclassified positions. California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules by the governing body. The proposed Council action satisfies these applicable requirements. The updated salary plan reflects the Council approved merit increase for the City Manager.

In addition, the Brown Act requires that where final action is being taken to approve a salary schedule that includes a change to the compensation of a local agency executive (here, the City Manager), a verbal summary of that executive compensation shall be stated at the regular meeting of the legislative body at which the schedule is approved.

DISCUSSION

On February 7, 2023, the City Council approved the employment agreement between the City and Jovan D. Grogan. Per the agreement, the City Manager received a 2.0% COLA effective December 24, 2023. The current salary plan that was approved on December 12, 2023, reflects the new annual compensation for the position of City Manager of $413,157.48.

In addition, the City Council discussed and provided direction to bring forward a merit-based salary adjustment for the City Manager that would equate to 1% above the two incumbents that are above the City Manager salary. The base salary for the two incumbents is approximately $414,079. The revised annual base salary for the City Manager would need to be revised to $418,220.76, to be 1% above that of the two incumbents. The merit-based salary adjustment equates to an approximate 1.23% increase in the annual base salary for the City Manager.

Based on the direction, it is recommended that the City Council approve and adopt a resolution that adjusts the compensation of the City Manager to $418,220.76, which is an approximate 1.23% merit-based increase, and would be 1% above that of the two incumbents whose salary currently exceeds that of the City Manager.

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 general wage increase for the City Manager has a salary cost of approximately $5,100. This additional cost will be absorbed by the departments existing budget for FY 2023/24 and will be factored into the FY 2024/25 budget.

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>>, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve a merit-based salary adjustment for the City Manager in the amount of $5,063.28, effective as of December 24, 2023; and
2. Adopt a Resolution to approve the revised unclassified salary plan that adjusts the City Manager annual salary to $418,220.76, to satisfy the requirements of California Code of Regulations Section 570.5, effective December 24, 2023; and

Reviewed by: Aracely Azevedo, Director of Human Resources
Approved by: Nadine Nader, Chief Operating Officer

ATTACHMENTS

1. Unclassified Salary Plan (effective 12-24-2023) approved 1-9-2024
2. Resolution Approving Updated Salary Plan
3. Employment Agreement by and between the City of Santa Clara, California and Jovan D. Grogan

26-60 **Agenda Date: 1/27/2026**

REPORT TO COUNCIL

SUBJECT

Action on Approval of (1) First Amendment to the City Manager Employment Agreement, and (2) Resolution Approving and Adopting the Updated Salary Plan that includes the Classification of City Manager

BACKGROUND

The City Manager, Jōvan D. Grogan, has been employed by the City of Santa Clara since on or about May 1, 2023. The initial salary for this position (Section 3.1 of the Employment Agreement) was approximately $405,056 per year. On or about December 12, 2023, pursuant to the Employment Agreement, the City Council approved an adjustment to his annual base salary by approximately 2.0% effective December 24, 2023 (the first pay period of calendar year 2024), resulting in a new salary of approximately $413,157. On or about January 9, 2024, the City Council approved a merit-based salary adjustment of approximately 1.23% also effective December 24, 2023, resulting in a new salary of approximately $418,220.

For the 2024-2025 rating period, a facilitator was retained to assist with the performance evaluation process. On or about December 9, 2025, the City Council discussed in Closed Session the performance of the City Manager and any potential changes to his compensation. As part of this review process, the Human Resources Department provided a total compensation survey for the position. As a result of these discussions, the City Council provided direction to bring forward a salary adjustment of approximately 3.0% retroactive to May 1, 2025, which would result in a new salary of approximately $430,767 that would be effective May 11, 2025, the start of the first pay period after May 1, 2025. In addition, a sub-committee comprised of three (3) Councilmembers was formed to further review the compensation and performance goals for the City Manager and discuss any recommendations involving these matters with City Council in future Closed Session meetings.

Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information and be approved by the governing body whenever they are updated or revised.

DISCUSSION

Based upon City Council direction from Closed Session on December 9, 2025, the proposed Amendment No. 1 to the Employment Agreement provides for the following changes to the City Manager's compensation:

(1) a statement of the new salary level of approximately $430,767.36 (reflecting an approximate 3.0% wage increase), retroactive to May 1, 2025, and effective May 11, 2025 (the start of the first pay period after May 1, 2025);

(2) modifying the performance appraisal process, which includes an automatic salary increase of approximately 2.0% or applicable most recent one-year CPI, whichever is less, if the performance appraisal process is not completed on or before May 31st.

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The salary plans included with this item includes the new salary for the position of City Manager. The attached Resolution approves the updated salary plans for the classification of City Manager.

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 Manager's current base salary is $418,220.74. The updated base salary under proposed Amendment No. 1 of approximately $430,767.36 will result in an annual salary increase of approximately $12,546.62. The corresponding lump sum retroactive payment for the time period of May 11, 2025 (the start of the first pay period after May 1, 2025) up to January 17, 2026 (the end of the last pay period before January 27, 2026), for wages, is $8,686.10.

Estimated total annual compensation is approximately $627,249. This includes base salary, benefits, social security, and all pension costs (normal and unfunded liability). Department savings are anticipated to be available to absorb the additional cost impact in FY 2025/26. Adjustments to factor in the higher base salary costs will be included during the budget cycle.

COORDINATION

This report has been coordinated with the Finance and Human Resources Departments.

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

1. Approve modifications to the compensation package for the City Manager, including (A) a salary adjustment for the City Manager of approximately 3.0% retroactive to May 1, 2025, effective May 11, 2025, resulting in a new annual salary of approximately $430,767.36, with a corresponding retroactive payment of $8,686.10, and (B) modification of the performance appraisal process as set forth in Amendment No. 1;
2. Approve, and authorize the Mayor to sign, Amendment No. 1. to the Employment Agreement with City Manager Jōvan D. Grogan; and

3. Adopt a Resolution updating the Unclassified Salary Plans (effective May 11, 2025) approved January 27, 2026.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Lisa M. Gillmor, Mayor

ATTACHMENTS

1. Employment Agreement between the City of Santa and Jōvan D. Grogan
2. Amendment No. 1 to Employment Agreement between the City of Santa Clara and Jōvan D. Grogan
3. Resolution Approving and Adopting Updated Unclassified Salary Plans (effective May 11, 2025) approved January 27, 2026
4. Unclassified Salary Plans (effective May 11, 2025) approved January 27, 2026

AMENDMENT NO. 1
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JOVAN D. GROGAN

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Jovan D. Grogan ("Employee"). City and Employee 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 "Employment Agreement" effective May 1, 2023 ("Agreement"); and

B. The Agreement provided for a two percent (2.0%) Cost of Living Adjustment ("COLA"), effective the first regular pay period in 2024, which was timely applied; and

C. In January 2024, the City Council approved a merit-based salary adjustment of approximately 1.23%, bringing the salary for the City Manager to $418,220.76; and

D. The Parties entered into the Agreement for the purpose of appointing and employing Employee as the City Manager and associated duties, and the Parties now wish to amend the Agreement to adjust salary, including retroactive payment to May 1, 2025, and to clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3.1 of the Agreement, entitled "Salary" is amended to read as follows:

> 3.1. Salary. Employee shall receive an annual salary of Four Hundred Thirty Thousand and Seven Hundred Sixty Seven Dollars ($430,767.38), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, effective as of the first date of the pay period covering the date of Council approval of Amendment No. 1. Employee shall also receive a lump sum payment equal to a 3% salary increase retroactive to May 11, 2025 (the start of the first pay period after May 1, 2025), through the first date of the pay period covering the date of

Council approval of Amendment No. 1. This retroactive payment shall be made within two full pay periods of approval of Amendment No. 1.

2. Section 3.2 of the Agreement as Amended, entitled "Adjustments" is amended to read as follows:

3.2. Adjustments.

(a) Employee shall receive a two percent (2.0%) Cost of Living Adjustment ("COLA") to their Base Salary, effective the first regular pay period in 2024.

(b) Prior to the first regular pay period in 2024, and in conjunction with Employee's annual performance appraisal (see Section 4 below), the City Council will meet with the Employee for the express purpose of determining, in its sole discretion, whether to grant Employee a merit-based salary adjustment, in an amount deemed appropriate by the City Council and otherwise permitted by law. This merit-based salary adjustment would be in addition to the COLA identified in Section 3.2, subsection (a) above.

(c) Following January 30, 2024, Council will, in its sole discretion, determine whether to provide Employee with any additional base salary or other compensation adjustments following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council (or some subset thereof) shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account cost-of-living and merit adjustments provided to Unit 9, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. Section 4 entitled "Performance Appraisal" of the Agreement as Amended is amended to read as follows:

4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least once every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more frequently if necessary. Performance Appraisals shall be conducted annually. The process and timing for conducting the annual appraisal shall be set forth by City Council (e.g., in a Council Policy Manual section).

(a) If City Council does not complete the Performance Appraisal process on or before May 31st, then Employee shall receive a

salary increase of 2% or applicable most recent one-year CPI[1], whichever is less, retroactive to May 1, or the first day of the pay period immediately following May 1, of that year. This salary increase is subject to the potential for an additional increase (but shall not be subject to decrease) upon completion of the performance review process.

4. 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. 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: 3/23/26

SUJATA REUTER
Chief Assistant City Attorney

Dated: 3/25/2026

LISA M. GILLMOR
Mayor

Dated: 3/24/26

JOVAN D. GROGAN
Employee

[1] Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward

23-44 **Agenda Date: 1/10/2023**

REPORT TO COUNCIL

SUBJECT

Action on Appointment of City Attorney and Approval of the Employment Agreement between City of Santa Clara and Glen R. Googins

RECOMMENDATION

No Recommendation from Staff

ATTACHMENT

Employment Agreement By and Between the City of Santa Clara, California and Glen R. Googins

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EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GLEN R. GOOGINS

This EMPLOYMENT AGREEMENT is made by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee") as of January 10, 2023.

RECITALS

This Agreement is entered into on the basis of the following facts, among others:

A. City, acting with the approval of its duly elected City Council, desires to appoint and employ Glen R. Googins as its City Attorney, including positions connected with the City's related entities such as the Stadium Authority, subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter of the City of Santa Clara (the "Charter").

B. The Charter provides, among other things, that the City Attorney shall be appointed by, and serve at the pleasure of the City Council.

C. Employee desires to be employed by the City as its City Attorney, subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter.

D. City and Employee desire to establish specific terms and conditions relating to compensation, including salary and benefits, performance evaluations and related matters.

AGREEMENT PROVISIONS

BASED UPON THE FOREGOING, CITY AND EMPLOYEE AGREE AS FOLLOWS:

1. Employment. City Council appoints and employs Employee as City Attorney with the City of Santa Clara and Employee accepts the appointment and employment. Employee acknowledges and agrees that as City Attorney, Employee serves in an at-will capacity, serving at the pleasure of the City, with no expectation of continued employment, and with no right to pre-or-post-separation due process or appeal. Such appointment and employment shall be effective on March 1, 2023 and shall continue until such time as this Agreement is terminated in a manner specified herein.

2. Duties of the City Attorney. Employee shall perform the duties established for the City Attorney by the Charter, Santa Clara City Code, City Council and any applicable law, ordinance, resolution, rule or regulation including as reflected in the description of duties

for the City Attorney position, attached hereto as Exhibit E and hereby incorporated by reference.

2.1. Full Energy and Skill. Employee shall devote their full energy, skill, ability, and productive time to the performance of the "Duties of the City Attorney" referenced herein.

2.2. Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of the "Duties of the City Attorney" described herein. Employee acknowledges that they are subject to the various conflict of interest requirements found in the California Government Code and other applicable state and local policies and regulations concerning conflicts of interest.

2.3. Code of Ethics and Values. Employee shall adhere to the City of Santa Clara's Code of Ethics and Values, a copy of which is attached as Exhibit A and incorporated herein.

2.4. Permission Required For Outside Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written consent of the City Council.

(a) Professional Activities. During Employee's appointment as City Attorney, they are expressly authorized to participate in professional activities, including but not limited to meetings, conferences and other events conducted or sponsored by any professional organizations related to their work responsibilities as City Attorney provided that their ability to perform the "Duties of the City Attorney" described herein is not compromised. Employee shall be paid regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances in accordance with City policy applicable to other Council-appointed officers. Subject to annual appropriation and any limitations in the City travel policy attached hereto as Exhibit D (City Manager's Directive 028 Travel Policy), Employee is entitled to reimbursement for the actual costs of the following expense categories that they incur as a result of the Professional Activities authorized in this section: membership fees, airfare, rental car (if necessary), conference fees and lodging, in accordance with the City's policy. To the extent this policy vests authority to an employee's supervisor, the City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member designated by City Council.

2.5. Employee shall inform and receive advance written permission by e-mail from the Mayor or other council member designated by the City Council in advance of absences of more than one day related to such Professional Activities.

3. Compensation. While performing the duties of City Attorney, Employee shall be compensated as provided in this section.

3.1. Salary. Employee shall receive an annual salary of Three Hundred Forty-Five Thousand Dollars ($345,000), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.

3.2. Adjustments. Following completion of the annual performance appraisal, as described in Section 4 below, the City Council shall meet with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account any cost of living adjustments, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3.3. Benefits and Allowances.

(b) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of March 1, 2023. To the extent these sections vest authority to a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member designated by City Council.

i. Section 2 – California Public Employees' Retirement System

ii. Section 4 -- Holidays

iii. Section 6 – Vacation Accrual and Usage

iv. Section 7 – Health Insurance

v. Section 8 – Dental Insurance

vi. Section 9 – Vision Insurance

vii. Section 10 – Long Term Disability

viii. Section 11 – Life Insurance

ix. Section 12 – Automobile Allowance

x. Section 13 – Mobile Communication Device Allowance

xi. Section 16 – Sick Leave/Family Sick Leave/Personal Leave

xii. Section 17 – Bereavement Leave

xiii. Section 19 – Retiree Medical Reimbursement Benefit

xiv. Section 24 – Industrial Injury/Continuation of Insurance Benefits While on Workers' Compensation

xv. Section 25 – Management Leave Program

xvi. Section 26 – Flexible Spending Plan

(c) In the event a successor MOU includes a change to the benefits, the City Council shall, in its discretion, determine to the extent to which such changes are applicable to Employee.

(d) Entitlement to any and all benefits provided under this Subsection 3.3 shall cease immediately upon termination of employment, excluding health benefits provided as Severance pursuant to Subsection 6.2.

(e) Employee shall not provide substantive advice concerning any terms in a successor Unit 9 MOU. To the extent the City requires legal advice regarding the same, the City will retain outside counsel for such advice.

(f) A copy of the Miscellaneous Unclassified Employees Unit 9 MOU is attached as Exhibit B and the provisions enumerated in Subsection 3.3(a) are incorporated herein. The Side Letters executed between the City and Unit 9 regarding Amendment to the December 15, 2019 – December 30, 2024 Memorandum of Understanding (MOU) dated September 8, 2022 and Use of Compensatory Time Off (CTO) dated November 4, 2020 are not applicable to Employee.

3.4. Vacation. MOU Section 6 shall govern the terms and conditions related to Employee's use of vacation during their tenure with the City, unless expressly stated otherwise in this Agreement. Section 6, subsection (E) of the MOU [Maximum Vacation Accrual Limit] is not applicable to Employee.

(a) Employee shall be permitted and eligible to take vacation from their first day of employment with City, subject to written approval by email from the Mayor. This term expressly supersedes Section 6(A) of the MOU.

(b) Effective the first day of employment, Employee will have a vacation bank of 120 hours.

(c) Employee shall accrue vacation at the rate specified in Section 6 of the Unit 9 MOU as of March 1, 2023 for employees with twenty-one (21) or more years of service, and shall be subject to a maximum accrual equal to that of employees with twenty-one (21) or more years of service. In the event a successor MOU includes a change to the specified accrual rate, the City Council shall, in its discretion, determine the extent to which such change applies to Employee.

(d) Employee shall seek and obtain advanced approval from the Mayor or other council member designated by City Council for all vacation time.

3.5. Sick Leave. MOU Section 16 [Sick Leave/Family Sick Leave/Personal Leave] shall govern the terms and conditions related to Employee's use of such leaves during their tenure with the City, unless expressly stated otherwise in this Agreement. Effective the first day of employment, Employee will have a sick-leave bank of 120 hours.

3.6. Management Leave. MOU Section 25 [Management Leave] shall govern the terms and conditions related to Employee's use of management leave during their tenure with the City, unless expressly stated otherwise in this Agreement. Employee shall not be entitled to management leave until their one-year anniversary date of employment, at which time they will be credited 120 hours in their management leave bank. This term expressly supersedes subsections (A) and (B) of Section 25 of the MOU.

3.7. Relocation Assistance. Employee shall receive relocation assistance in the form of a one-time cash payment of Fifteen Thousand Dollars ($15,000), less applicable deductions, from the City as reimbursement of certain expenses incurred by Employee in relocating to a location within reasonable commuting distance from City Hall in the City of Santa Clara. Such amount shall be due and payable by on or before March 1, 2023.

3.8. Professional Membership Dues. The City shall annually set aside an amount for Employee's membership dues to the California State Bar, and the Santa Clara County Bar Association.

3.9. Past Practices. No past practices or benefits previously provided to the City Attorney position or past practices or benefits provided to any other City position shall be applicable unless specifically incorporated and approved in this agreement.

4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more regularly if necessary.

5. Additional Expenses of Employment. The City shall pay the costs of any fidelity or other bonds required by law for Employee.

6. Termination, Resignation and Severance Pay. Employee understands and agrees that they have no constitutionally protected property or other interest in continued employment as City Attorney. Employee understands that notwithstanding any other applicable laws, resolutions, and policies, they have no right to pre-or post-disciplinary due process. Employee further understands and agrees that they work at the will and pleasure of the City Council and that they may be terminated at any time, with or without cause.

6.1. City and Employee acknowledge that an excellent City Council-Employee relationship is in the best interest of the City and accordingly each agrees to use

best efforts to foster timely and constructive City Council-Employee communications.

6.2. Termination of Employment and This Agreement: General Release/Severance. Subject to the terms of California Government Code section 53260 et seq., in the event that the City Council terminates Employee's employment as City Attorney for no reason or for any reason other than as set forth in Subsections 6.3 and 6.8 below and Employee signs, does not revoke, and delivers to the City Council a general and full release of all claims substantially in the form attached as Exhibit C (Severance and Release Agreement), which may be amended as required by law to effectuate a full and complete release, on or after Employee's termination date but no later than the date set by the City Council at the time of termination in accordance with applicable law, City shall allow Employee to continue to receive their usual base salary through payroll and shall provide health benefits (medical, dental, and vision) continuing under the benefit plans in which Employee and their dependents are then enrolled for a period of months following the below schedule (the cash payment and continuing benefits, collectively "Severance"). Severance shall include only the cash payment and continuing benefits defined in this Subsection 6.2. Health benefits so provided shall not exceed the stated term and shall cease when the Employee finds other employment, whichever occurs first. City shall pay Severance under the following schedule:

(a) If Employee is terminated before August 31, 2023, City shall allow Employee to continue to receive their usual base salary through payroll for three (3) months and shall provide an equal number of months of health benefits (medical, dental, and vision).

(b) If Employee is terminated between September 1, 2023 and November 30, 2023, City shall allow Employee to continue to receive their usual base salary through payroll for six (6) months and shall provide an equal number of months of health benefits (medical, dental, and vision).

(c) If Employee is terminated after December 1, 2023, City shall allow Employee to continue to receive their usual base salary through payroll for nine (9) months and shall provide an equal number of months of health benefits (medical, dental, and vision).

6.3. Notwithstanding Subsection 6.2 above, City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Subsection 6.2 if Employee is terminated because of:

(a) Conviction of or a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude, dishonesty, breach of trust, or unethical conduct;

(b) Material willful misconduct, material or willful gross neglect, fraud, misappropriation, embezzlement, theft, or dishonesty;

(c) Willful or repeated failure, for reasons other than disability, to devote substantially all of Employee's business time and effort to the City;

(d) Violation of the City's Code of Ethics and Values (Exhibit A) and/or the California Rules of Professional Conduct.

6.4. Abuse of Office or Position. If Employee is convicted of a crime involving an abuse of their office or position or moral turpitude, all of the following shall apply:

(a) If Employee is provided with paid administrative leave pending an investigation, Employee shall be required to fully reimburse City such amounts paid;

(b) If City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for criminal defense), Employee shall be required to fully reimburse City such amounts paid; and

(c) If this Agreement is terminated, any Severance related to the termination that Employee may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Employee.

For purposes of this Section, abuse of office or position means either an abuse of public authority, including waste, fraud, misappropriation of funds, or other illegal fiscal practices, violation of the law under color of authority, or a crime against public justice.

6.5. City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Subsection 6.2 in the event Employee retires or voluntarily resigns in writing prior to termination without affirmative action by City to terminate, initiate termination proceedings or request Employee's resignation.

6.6. In the event Employee voluntarily and without an official request from the majority of the City Council retires or resigns their position, Employee shall provide written notice to City at least sixty (60) days in advance of the Employee's final date of employment unless the parties agree otherwise. Such resignation shall not be deemed a termination that triggers payment of Severance benefits described in Subsection 6.2. Employee shall be entitled only to earned but unpaid Base Salary, accrued but unpaid expenses required to be reimbursed, and any vacation accrued through the date of separation from employment. Employee shall not be entitled to any severance benefits in the event of voluntary separation from employment.

6.7. If, during the Term or any extended Term, Employee dies, Employee's estate shall receive outstanding wages and accrued vacation but shall not be entitled to any additional compensation or payment, including Severance.

6.8. Subject to the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, in the event Employee is unable to perform the duties of City Attorney, because of sickness, accident, injury, or mental or physical incapacity for a period exceeding any provided sick leave pursuant to this Agreement or other legally mandated leave, City may terminate Employee's employment and this Agreement without penalty or Severance.

7. Miscellaneous.

7.1. Indemnity. In accordance with and to the extent provided by the California Tort Claims Act (Government Code Sections 825, et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by the Employee in direct consequence of the discharge of the Employee's duties on the City's behalf for the period of the Employee's employment. This section shall be equally applicable to each City related entity as though set forth in an indemnity agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related entity and shall indemnify and hold the Employee harmless against any failure or refusal by the City related entity to perform its obligations under this Section. Further, if the City provides funds for legal criminal defense pursuant to this subsection and the terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243-53243.4. This subsection shall survive termination of the Agreement.

7.2. Notices. Notices given under this Agreement shall be in writing and shall be either:

(a) served personally; or

(b) delivered by first class United States mail, certified, with postage prepaid and a return receipt requested; or

(c) sent by Federal Express, or some equivalent private mail delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

For City: Attention: Mayor
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

For Employee: Glen Googins
1405 Old Janal Ranch Road
Chula Vista, CA, 91915

7.3. Recitals/Entire Agreement/Amendment. The foregoing Recitals are true and correct and are a part of this Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements,

representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties, approved by the City Council, and attached hereto.

7.4. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.

7.5. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

7.6. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

7.7. Representation by Counsel. Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

7.8. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents or any such section or subsection.

The Parties acknowledge and accept the terms and conditions of this Employment Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

DocuSigned by:
0F8DB1F0CAAE41C...
LISA M. GILLMOR
Mayor

APPROVED AS TO FORM:
DocuSigned by:
25C022CF8A6A485...
JENICA MALDONADO
Renne Public Law Group

DocuSigned by:
D5478A0100BF4D3...
GLEN R. GOOGINS
Employee

ATTEST:
DocuSigned by:
5AF0B0D5EFD145A...
NORA PIMENTEL
City Clerk

Attachments incorporated by reference:
Exhibit A - City of Santa Clara's Code of Ethics and Values
Exhibit B - Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding
Exhibit C - Severance and Release Agreement
Exhibit D - City Manager's Directive 028 Travel Policy
Exhibit E – Description of Duties for City Attorney

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EXHIBIT A

City of Santa Clara's Code of Ethics and Values

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City of Santa Clara, CA
Code of Ethics and Values

PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. **As a Representative of the City of Santa Clara, I will be *ethical.***

   In practice, this value looks like:

   a.) I am trustworthy, acting with the utmost integrity and moral courage.

   b.) I am truthful, do what I say I will do, and am dependable.

   c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.

   d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.

   e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.

   f.) I show respect for persons, confidences, and information designated as "confidential."

   g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. **As a Representative of the City of Santa Clara, I will be *professional.***

   In practice, this value looks like:

   a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.

   b.) I approach my job and work-related relationships with a positive attitude.

   c.) I keep my professional knowledge and skills current and growing.

3. **As a Representative of the City of Santa Clara, I will be *service-oriented.***

   In practice, this value looks like:

   a.) I provide friendly, receptive, courteous service to everyone.

   b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.

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c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. **As a Representative of the City of Santa Clara, I will be *fiscally responsible***
   In practice, this value looks like:
   a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
   b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
   c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. **As a Representative of the City of Santa Clara, I will be *organized.***
   In practice, this value looks like:
   a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
   b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
   c.) I am respectful of established City processes and guidelines.

6. **As a Representative of the City of Santa Clara, I will be *communicative.***
   In practice, this value looks like:
   a.) I convey the City's care for and commitment to its citizens.
   b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
   c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. **As a Representative of the City of Santa Clara, I will be *collaborative.***
   In practice, this value looks like:
   a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
   b.) I work towards consensus building and gain value from diverse opinions.
   c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
   d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. **As a Representative of the City of Santa Clara, I will be *progressive.***
   In practice, this value looks like:
   a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
   b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
   c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

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Attachment A **CMD NUMBER 67**

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

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EXHIBIT B

Miscellaneous Unclassified Employees Unit 9
Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES UNIT 9

DECEMBER 15, 2019 - DECEMBER 31, 2024

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

Table of Contents

1. WAGE ADJUSTMENTS 4
2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 5
3. APPLICATION OF MOU TO REIMBURSED SERVICES 5
4. HOLIDAYS 5
5. JOB SECURITY 6
6. VACATION ACCRUAL AND USAGE 6
7. HEALTH INSURANCE 7
8. DENTAL INSURANCE 11
9. VISION INSURANCE 11
10. LONG TERM DISABILITY 12
11. LIFE INSURANCE 12
12. AUTOMOBILE ALLOWANCE 12
13. MOBILE COMMUNICATION DEVICE ALLOWANCE 13
14. MERIT PAY/SALARY ADJUSTMENT SYSTEM 13
15. EMERGENCY PAID LEAVE PROGRAM 15
16. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 16
17. BEREAVEMENT LEAVE 17
18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 18
19. RETIREE MEDICAL REIMBURSEMENT BENEFIT 18
20. EMPLOYEE ASSISTANCE PROGRAM 18
21. CHANGES TO JOB DESCRIPTIONS 19
22. LIMITED/ALTERNATIVE DUTY 19
23. REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM 20
24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION 21
25. MANAGEMENT LEAVE PROGRAM 21
26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125) 22
27. DOMESTIC PARTNERS 22
28. PAY PERIODS 23
30. DECLARATION 23
31. NEXT MEMORANDUM OF UNDERSTANDING 23

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM 25
SIDE LETTER AGREEMENT - USE OF COMPENSATORY TIME OFF (CTO)

DocuSign Envelope ID: 0F7102F6-8C17-4858-A769-AD9FD96449DF

Alphabetical Table of Contents

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM 25
APPLICATION OF MOU TO REIMBURSED SERVICES 5
AUTOMOBILE ALLOWANCE 12
BEREAVEMENT LEAVE 17
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 5
CHANGES TO JOB DESCRIPTIONS 19
DENTAL INSURANCE 11
DECLARATION 23
DOMESTIC PARTNERS 22
EMERGENCY PAID LEAVE PROGRAM 15
EMPLOYEE ASSISTANCE PROGRAM 18
FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125) 22
HEALTH INSURANCE 7
HOLIDAYS 5
INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION 21
JOB SECURITY 6
LIFE INSURANCE 12
LIMITED/ALTERNATIVE DUTY 19
LONG TERM DISABILITY 12
MANAGEMENT LEAVE PROGRAM 21
MERIT PAY/SALARY ADJUSTMENT SYSTEM 13
MOBILE COMMUNICATION DEVICE ALLOWANCE 13
NEXT MEMORANDUM OF UNDERSTANDING 23
PAY PERIODS 23
REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM 20
RETIREE MEDICAL REIMBURSEMENT BENEFIT 18
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 16
VACATION ACCRUAL AND USAGE 6
VISION INSURANCE 11
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 18
WAGE ADJUSTMENTS 4

DocuSign Envelope ID: 0F7102F6-8C17-4858-A769-AD9FD96449DF

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding constitutes the results of discussions between designated representatives of the City Management Staff (City) and the Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) on all matters within the scope of representation. The term of this Agreement shall be from December 15, 2019 through December 31, 2024.

1. WAGE ADJUSTMENTS

A. Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.

B. Effective the first pay period of calendar year 2021, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.

C. Effective the first pay period of calendar year 2022, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 4.5%.

D. Effective the first pay period of calendar year 2023, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.

E. Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.

F. During the term of this Agreement, the parties agree that the MOU will reopen on the issue of wages if either of the following occurs:

1) The total annual calendar year General Fund Transient Occupancy Tax (or "TOT") revenues remitted to the City and allocated to any of the calendar years covered by this Agreement Equal or surpass the City's actual total TOT revenues from March 1, 2018 to February 28, 2019. After calendar year 2022, the TOT revenues remitted to the City shall be adjusted to normalize for any potential change in the TOT rate if passed by voters on the ballot for purposes of this section; OR

2) Forecasted General Fund deficits remain above $20 million ongoing, as reflected in updated or revised Ten-Year General Fund Forecasts released after July 1, 2021.

The City agrees to provide an update on the City's TOT revenues to the Association upon the Association's request. In the event either of the foregoing occur, either party may request to meet to discuss the subject of wages. Any changes will be by mutual agreement. The parties understand and agree that this will not be a meet and confer within the meaning of section 3505 of the MMBA and that neither party will have access to any impasse resolution procedure except as mutually agreed.

G. The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.

2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

3. APPLICATION OF MOU TO REIMBURSED SERVICES

The terms of this Memorandum of Understanding shall not apply to Unclassified Management Employees when such employees are providing their services to another agency that is reimbursing the City of Santa Clara for salary and fringe benefits of such employees. Such arrangements shall be mutually agreed upon between the employee and the City.

4. HOLIDAYS

A. Employees shall be provided 13 annual paid holidays (computed on the eight hour per day pay rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B. Additionally, effective December 2020, the City shall provide 32 hours for four additional paid holidays between December 25th and January 1st of the following calendar year. If there are more than four working days between December 25th and January 1st of the following calendar year,

the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these days would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

5. JOB SECURITY

Represented members will be compensated at the rate of forty (40) hours salary per year of service to a maximum of six hundred and forty (640) hours should they be terminated from employment for reasons other than cause as defined under Section 6.4 of the Civil Service Rules and Regulations.

6. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first 6 months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Accrued vacation time will be paid off regardless of term of employment.

D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	480 hours
5 through 9	120 hours	480 hours
10 through 15	168 hours	480 hours
16 through 20	176 hours	480 hours
21 years +	192 hours	480 hours

E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 6.D above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual

Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).

2) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.

3) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

   (a) Effective December 25, 2022, all unused accrued vacation hours above 400 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

      (i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	100
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	400
Hours that can be accrued in calendar year 2023	80
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

   (b) The Temporary Supplemental Vacation Accrual balance may not be increased.

   (c) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.

   (d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 6.I below. Any accrued but unused Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by

submitting a written request no later than 30 days prior to their separation from City service.

(e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.

(f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.

(g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.

I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

7. HEALTH INSURANCE

A. For employees who enroll in a City offered health plan and whose benefits exceed the total of the City's Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee.

B. Health Flex Contribution

1) The City offers full-time employees a Health Flex Contribution to put toward the payment of a City offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City's offered

coverage is "affordable." The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City's statutorily required minimum PEMHCA contribution.[1]

2) Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.

C. Additional Health Flex Contribution

1) Full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section.

2) Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.

3) Effective January 1, 2020, full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior section and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year. [2]

4) Effective January 1, 2023, full-time employees:

(a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The City will provide an Additional Health Flex Contribution amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year.

(b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount

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[1] As an example, for 2020, the PEMHCA minimum is approximately $139/month and the Health Flex Contribution is $139.00/month, which includes the PEMHCA minimum of $139/month.

[2] As an example, for 2020, the Additional Health Flex Contribution is approximately $23.70/month to these individuals since $200 over the Kaiser employee only premium amount in 2020 is approximately $970.56/month.

is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.

D. Regular Flex Contribution

1) The City will provide full-time employees a Regular Flex Contribution equal to $946.86 less the Health Flex Contribution. [3] Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 7.E. below.

2) Employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.

E. Cash In Lieu

1) Full-time employees hired before January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount per month for that plan year equal to $946.86 minus the Regular Flex Contribution as calculated each calendar year. [4] A full-time employee hired before January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

2) Full-time employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to $250/month. A full-time employee hired on or after January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

3) In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

(a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or

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[3] As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately $807.86/month.

[4] As an example, for 2020, the Cash in Lieu amount is approximately $139.00/month for employees who are regularly scheduled to work 40 hours per week.

years that begin or end in or with the City's plan year to which the opt out applies.

(b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

(c) Opt Out Period means the plan year to which the opt out arrangement applies.

(d) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.

(e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

F. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

G. Proration of Benefits:

For employees who may be eligible for benefits but work less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

8. DENTAL INSURANCE

The City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City. All employees are required to enroll in a dental plan.

9. VISION INSURANCE

For persons enrolled in the City's VSP vision plan, the City will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. Participation is voluntary. Employees that do not choose to enroll in a vision plan are not entitled to the benefit of City contributions to vision premiums

described in this paragraph.

10. LONG TERM DISABILITY

The City will continue to pay the cost of a long term disability insurance program. The LTD plan will have a maximum 60 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement.

11. LIFE INSURANCE

The City will pay the required premium for life insurance for represented employees in the amount of $50,000.

12. AUTOMOBILE ALLOWANCE

As an alternative to IRS mileage reimbursement or use of a City vehicle, an automobile allowance program will be available to represented employees as follows:

A. Department Heads including Assistant City Manager, Deputy City Manager and Deputy Director Redevelopment Agency/Sports & Open Space Authority (Executive Management) shall be entitled to a base monthly automobile allowance of $320 for use of their personal vehicles to conduct City business. Executive Management employees may be eligible to receive an additional amount up to a maximum of $200 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

B. Assistant Department Heads and Division Managers shall be entitled to a base monthly automobile allowance of $200 for use of their personal vehicles to conduct City business. Assistant Department Heads and Division Managers may be eligible to receive an additional amount up to a maximum of $300 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

C. Effective December 27, 2020 (the first pay period of calendar year 2021), the base monthly automobile allowance shall be paid on the first 2 pay periods of every month.

D. Upon request of the employee, prior to the beginning of each fiscal year, the City Manager or his/her designee will determine whether or not it is appropriate for a manager to receive an amount above the base monthly allowance. The determination will be made based on the requirements for use of the personal vehicles for City business and may require detailed driving information in order to grant an amount above the base monthly amount. This rate adjustment will become effective at the beginning of each fiscal year and will remain in effect for the full year unless there are unique circumstances requiring a modification.

E. Prior to the granting of this allowance, all insurance, driver's license, and vehicle registration as required under the State of California Vehicle Code, will be provided by the represented employee, and must be valid and in force at all times employees are operating their personal vehicles on City

business.

F. Employees receiving the automobile allowance are responsible for all gasoline and maintenance costs. Employees shall also maintain their personal vehicles in a clean and presentable condition while conducting City business.

G. A represented employee, who is currently assigned a City vehicle, may choose to continue using that assigned City vehicle in lieu of the automobile allowance.

H. The City reserves the right to substitute an assigned City vehicle in lieu of this automobile allowance for a represented employee if it is deemed to be in the City's best interest to provide a City vehicle to conduct City business.

I. A represented employee who is currently reimbursed for use of a personal vehicle in accordance with the IRS mileage reimbursement rate, may continue to utilize direct mileage reimbursement, in lieu of participation in this automobile allowance program.

13. MOBILE COMMUNICATION DEVICE ALLOWANCE

Mobile communication device allowance of $80.00 per month for eligible classifications.

14. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, or merit increases, as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager, subject to Section 14.G below. The Merit Pay Adjustment system shall include the following elements:

A. Each Unit 9 employee shall receive an annual evaluation.

B. Annual consideration of merit pay adjustments, subject to Section 14.G below, with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.

C. Merit pay adjustments shall range from 0 to 5%. However, in 2016 and 2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%, subject to Section 14.G below.

D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.

1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.

2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.

3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).

E. subject to Section 14.G below , the City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.

F. The City and Unit 9 may, by mutually agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.

G. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9 shall not be eligible for a merit increase until the third rating period after January 1, 2021, and after the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase. Employees with a rating period that ends before January 1, 2021, will be eligible for a merit increase for that rating period pursuant to the Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.

1) Employees hired or rehired or promoted or reclassified on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee's third rating period with the City after the employee was hired or rehired or promoted or reclassified into positions in classifications assigned to Unit 9.

(a) A current active City employee promoted or reclassified from another bargaining unit into a position in a classification assigned to Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee's third rating period from the effective date of the promotion or reclassification.

(b) A current active City employee holding a position in a classification assigned to Unit 9 as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.

(c) Nothing in this Section is intended to prohibit a pay increase that may result from a current active City employee being promoted or reclassified into a position in a classification assigned to Unit 9.

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15. EMERGENCY PAID LEAVE PROGRAM

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. Method of Donation

1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).

2) Contribution may be made from earned vacation, or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. Use of Pool

1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the

individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.

3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.

6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.

7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

16. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. Sick Leave

1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.

2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30.

B. Family Sick Leave

1) Not more than forty-eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is

approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. Personal Leave

1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.

2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.

3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.

4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

17. BEREAVEMENT LEAVE

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.

C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City contributes $50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be included on total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.

B. VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for nonmedical purposes.

19. RETIREE MEDICAL REIMBURSEMENT BENEFIT

A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting in the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017 that will be reimbursed in 2018, the City will reimburse an amount up to $343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to $205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment each year.

20. EMPLOYEE ASSISTANCE PROGRAM

The City will provide a confidential Employee Assistance Program for represented employees.

21. CHANGES TO JOB DESCRIPTIONS

Should the City propose a change of the job description, or should the City propose a new job classification and job description, of any job classification represented herein, the City Manager or designee will provide a copy of that proposed job description to Unit 9 for its review and comment back at least ten (10) work days before it is scheduled to be presented to the City Council for adoption. If the proposed compensation control point of a new classification has been established, the City Manager will also provide that proposed compensation control point to Unit 9 for its comment. For a revision of an existing job description, Unit 9 may include a request that the City Manager review the existing compensation control point for the job classification if there has been a significant change in the duties, responsibilities, or safety hazards of the job classification. The City Manager will give consideration to Unit 9 comments, but the final decision on the job description and compensation control point that is submitted to the City Council for adoption will be made by the City Manager.

22. LIMITED/ALTERNATIVE DUTY

A. Alternate Work Schedule (Nine-Eighty Schedule)

A Miscellaneous Unclassified Management employee shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Department Head to the City Manager. The City Manager must approve the schedule and the City Manager or Department Head (for employees other than Department Heads) may terminate the schedule at any time.

B. Job Related Illness or Injury

Employees with a job related illness or injury, covered by Workers' Compensation, which prohibits performance of their regular duties, will be reassigned to limited or alternative duty under the following conditions:

1) Supervisors shall be advised of any industrial injury/illness as soon as practical.

2) Upon receipt of a Doctor's report providing work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

3) If the City is unable to identify a limited or alternative duty assignment for which the employee has the required experience and training, the employee will be reassigned to a Monday through Friday work schedule to accommodate required medical or other workers' compensation commitments.

C. Non Job Related Illness, Injury or Condition

Employees who have a non-job related illness, injury or condition which

prohibits performance of the employee's regular duties, may request assignment to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available, under the following conditions:

1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

2) Submission of a written release from employee's doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

3) Employee may account for regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

D. Work Week

Under both limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

E. Temporary Assignment

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

F. Law to Prevail

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

23. REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM

A. Employee Participation

Employee participation in this plan is with the City's understanding and agreement that employee participation is temporary and participation is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. Reduced Work Week/Reduced Pay

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.

B. Continuation toward payment of employee and dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers' Compensation injury.

C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, management leave or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

25. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

A. Effective January 1 of each year, represented employees will be credited with 120 hours of Management Leave per calendar year.

B. New hires or employees promoted into Unit 9 between January 1 and June 30 will be credited with 120 hours of Management Leave. New hires or

employees promoted into Unit 9 between July 1 and December 31 will be credited with 60 hours of Management Leave.

C. Use of Management Leave is subject to approval by the applicable Department Head, or the City Manager or his/her designee in the case of a Department Head request, taking into account the relevant circumstances including work/Department needs, staffing limitations, conflicts, timing of request, etc.

D. Management Leave may not be converted to cash or other paid time off.

E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than a balance of 180 hours of management leave, subject to Section 25.E.1-4 below. (Thus, and for example, an employee that already has 180 hours of management leave on January 1 would not receive any further management leave. An employee that already has 100 hours of management leave on January 1 would "only" receive an additional 80 hours. An employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.)

1) For calendar year 2021, an employee may have up to a balance of 240 hours of management leave.

2) For calendar year 2022, an employee may have up to a balance of 240 hours of management leave.

3) For calendar year 2023, an employee may have up to a balance of 240 hours of management leave.

4) For calendar year 2024, an employee may have up to a balance of 240 hours of management leave.

5) Effective the first pay period of calendar year 2025, the terms of Section 25.E above shall apply, and an employee may have no more than a balance of 180 hours of management leave.

26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pretax (federal, state, FICA, Medicare) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106„ Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

27. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents

and domestic partners, subject to the requirements of each benefit provider.

28. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/rate of pay.

29. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

30. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than January 31, 2024.

FOR THE CITY OF SANTA CLARA

Aracely Azevedo Digitally signed by Aracely Azevedo Date: 2021.01.06 10:07:14 -08'00'

Aracely Azevedo
Director of Human Resources
Date: _____

Marco Mercado Digitally signed by Marco Mercado Date: 2021.01.08 09:12:31 -08'00'

Marco Mercado
Assistant Director of Human Resources
Date: _____

Ashley Lancaster Digitally signed by Ashley Lancaster Date: 2021.01.06 12:38:57 -08'00'

Ashley Lancaster
Human Resources Division Manager
Date: _____

FOR THE CITY OF SANTA CLARA
MISCELLANEOUS UNCLASSIFIED EMPLOYEES

Chris Jackson Digitally signed by Chris Jackson Date: 2020.12.16 12:55:47 -08'00'

Chris Jackson
President
Date: _____

craig johnson

Craig Johnson
Vice President
Date: _____

Carolyn McDowell Digitally signed by Carolyn McDowell Date: 2020.12.16 15:31:18 -08'00'

Carolyn McDowell
Treasurer
Date: _____

Lee Hagan Digitally signed by Lee Hagan Date: 2020.12.17 12:57:37 -08'00'

Lee Hagan
Secretary
Date: _____

APPROVED: Deanna J. Santana Digitally signed by Deanna J. Santana Date: 2021.01.15 11:08:29 -08'00'

Deanna J. Santana
City Manager

Date

APPROVED BY THE CITY COUNCIL ON: November 17, 2020

ATTEST: Nora Pimentel Digitally signed by Nora Pimentel Date: 2021.01.29 17:10:15 -08'00'

City Clerk

Date

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APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION

City Manager's Office

Interoffice Memorandum

Date: April 15, 2014

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Julio Fuentes, City Manager

Subject: **Cell Phone/Smartphone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees**

Scope: This cell phone/smartphone stipend program applies to members of Unit 9– Unclassified Miscellaneous Management Employees. The stipend program is $80 per month and was effective April 1, 2009.

Purpose: To establish policies regarding the provision and usage of City-owned cellular telephones or smartphones (devices that have voice, data and internet/web access capabilities). The City has determined that it is beneficial to have Unit 9 members accessible by phone/data communications at all times. A Unit 9 employee can choose to have a City-issued cell phone, where the City pays for the Unit 9 employee's cell phone device and service plan through City-managed contracts with cell providers, or they can choose to receive a stipend in the amount of $80 per month, whereby the Unit 9 employee will purchase and own their own cell phone/smartphone device and pay all service provider charges, or the Unit 9 employee can choose not to participate in either of the above programs.

Summary: This policy outlines and establishes eligibility criteria for Unit 9 employees wishing to receive a monthly cell phone stipend and should be read and understood in conjunction with CMD 116-Use of City Resources and Confidential Nature of Information on City Equipment.

Cellular Telephone/Smartphone Stipend Program: Unit 9 employees may choose to receive an $80 a month stipend to purchase, maintain, replace or repair their personal cell phone, and pay for any level of cell phone service plan from any provider the employee may select. The $80 per month allowance is not intended to cover the full cost of any particular cell phone device and/or cell phone service plan. If a Unit 9 employee wishes to purchase a cell phone/smartphone and connect to the City's email system, they must confirm with the City's Information Technology Department that the device they wish to purchase can be connected to the City's Outlook email system. Not all cell phone devices or service programs may be compatible with the City's information technology systems. If you do not desire to connect to the City's email system, then any cell phone or service provider could be selected.

To be eligible for the monthly stipend, the Unit 9 employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency

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situations. If a Unit 9 employee participating in the stipend program experiences a lost, stolen or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9 employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

If the Unit 9 employee changes their cell phone number for any reason, the Human Resources Department must be notified in the next work week of the new cell phone number. If an employee receiving a cell phone stipend chooses to no longer use a personal cell phone for any reason, the Human Resources Department should be notified immediately, and the stipend will be discontinued in the next applicable pay period.

The stipend is paid at a rate of $40 per pay period (with no payment on two of twenty-six pay periods annually). A Unit 9 employee starting employment or terminating employment in the middle of any month will receive one-half of the monthly stipend ($40). The stipend will commence in the first applicable pay period after the Unit 9 employee's request has been received, reviewed and approved by the Human Resources Department. The essential review criteria are that the employee is a member of Unit 9 Miscellaneous Management Employees' Association, and that the employee has submitted a valid cell phone number as requested. The stipend is considered income to the employee, and is subject to payroll withholding.

CMD 116: Use of City Resources/Non-Confidential Nature of Information on City Equipment:

This CMD addresses key issues related to the ownership and usage of cell phone devices, and should always be read and understood in conjunction with this stipend policy. While it is generally the case that call records for a personally owned phone are not subject to public records requests, the law in this area can and does change. CMD 116 advises that employees adhere to City policies related to public records and email retention. The City Attorney's Office should be consulted for advice and/or resolution of public records concerns.

City-Issued Cell Phone Program: A Unit 9 employee can choose to have a City-owned cell phone issued to them in lieu of a monthly stipend. Under this program, the Information Technology Department has responsibility for the selection of cell phone devices and cell phone service providers. The City then maintains a record of an employee's cell phone number and usage information. Activity on City-owned cell phones is accessible as a public record. A Unit 9 employee cannot have a City-issued phone and a stipend. One or the other must be selected. If you currently have a City-issued cell phone and wish to participate in the stipend program, you will need to acquire a personal cell phone and service plan and then turn in your City-issued cell phone. Part of the rationale for this program is to decrease the number of City supplied/City supported cell phones through the use of a stipend program.

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Opt Out: A Unit 9 Miscellaneous Management employee can choose not to participate in either the cell phone stipend program or the City-issued cell phone program. If certain work assignments require the use of a cell phone that can be accomplished through the temporary provision of a City-issued cell phone through the duration of the assignment.

Cell Phone/Smartphone Stipend Program Enrollment: A current Unit 9 employee can initially enroll in this stipend program by emailing the Human Resources Department and requesting participation in the stipend program. You must include your 10-digit cell phone number in the email; therefore you must have a personal cell phone device and a service plan activated prior to receiving a stipend. At that time the Human Resources Department will send you a Cell Phone Stipend packet and form, which you will need to fill out and return to them. Thereafter, the Human Resources Department will present the cell phone stipend enrollment opportunity to new Unit 9 employees through employee orientation.

Julio Fuentes
City Manager

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SmartPhone
Android Phone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Android phone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your Android phone, **you may lose them if you choose to sync with Outlook's** contacts and/or Calendar. Back up your Android phone so you can restore them if necessary.
3. Add your City email account to your Android phone.

Add Email Account

1. Go to **Settings**, and choose **Accounts**.
2. Choose **Add Account**, then **Corporate Sync**.
3. Complete the fields as follows (They may not appear in this exact order.)

   Domain\Username: *City* or *Electric* for SVP Employees\username.

   Password: Your current network password

   Check **Use secure connection** box.

   Email Address:
   Your city email address.

   Server: Imail.santaclaraca.gov.



Change Passcode Options

Once you set up your City email account, you will be required to enter a 4 digit passcode. You will be required to enter this passcode to unlock your screen if your phone is unused for 5 minutes. This time can be increased up to 15 minutes.

To change the passcode,

1. Go to **Settings** then choose **Location & Security.**
3. Choose **Change screen lock**, then **PIN.**
4. Enter a new PIN.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Increase Screen Lock Timeout

To increase the screen lock timeout,

1. Go to **Settings** then choose **Location & Security.**
2. Choose **Security Lock Timer.**
3. Increase the time.

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SmartPhone
iPhone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your iPhone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your iPhone, you may lose them if you choose to sync with Outlook's contacts and/or Calendar. Back up your iPhone using iTunes so you can restore them if necessary.
3. Add your City email account to your iPhone.

Add Email Account

1. Choose **Settings** from the iPhone menu.
2. Choose **Mail, Contacts, Calendar.**
3. Choose **Add Account**, then **Microsoft Exchange.**



4. **Complete the fields as follows:**

Email: your email address.

Domain: *City* or *Electric* for SVP Employees

Username: Your network login id.

Password: Your current network password

Description: a name that identifies this mail account. You can also set up a personal mail account such as gmail.



5. Click **Next.**

The screen to the right appears with Server field added. It should be: imail.santaclaraca.gov.

6. Choose to turn on **Mail, Contacts, and/ or Calendars.**



Change Passcode Options

1. Choose **Settings** from the iPhone menu.
2. Choose **General**, then **Passcode Lock.**
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.



Add Email Account (continued)

7. Choose **Done.**
8. After you choose **ON** for Contacts or Calendars, you will be prompted to **delete** or **add** your local (iPhone) contacts to Outlook.
9. You will be required to enter a 4 digit Passcode. You will be prompted to enter your passcode if you leave your iPhone idle for 5 minutes.



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SmartPhone
Windows Mobile Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Windows Mobile device to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. Set up your phone to sync with the City's Exchange Server using ActiveSync.

Setup Exchange Server

1. From the **Programs** menu, choose **ActiveSync.**
2. If it is the first time you have used your Windows Mobile phone, you will be shown the following prompt:

   To sync with a desktop computer, install ActiveSync on your computer and then connect this device.

   If your company supports syncing directly with its Exchange Server you can ***set up your device to sync with it.***

   Click the ***set up your device to sync with it*** link.

   This will start the process for connecting your device to the City's exchange server.

   Note: The City supports syncing directly with its Exchange Server. The City does NOT support syncing with a desktop computer.

   If you have already synced your device to another source, choose **Menu, Add Server Source.**
3. In the Server address field, type **imail.santaclaraca.gov.**
4. Check the box for **This server requires an encrypted (SSL) connection.**
5. Click **Next.**



Setup Exchange Server (continued)

6. Complete the fields as follows:

   Username: *Your network login id.*

   Password: *Your network password.*

   Domain: *City* or *Electric* for SVP employees.
7. Click the **Save password** check box.



8. Choose **Next.**
9. Check the boxes next to the data you would like to synchronize with your City's Outlook account.
10. Click **Finish.**



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ADMINISTRATIVE CODE

CITY MANAGER'S DIRECTIVE-PROCEDURE

CMD NUMBER 116

DATE: March 3, 2009

CANCELS: November 22, 2008

SUBJECT: **USE OF CITY RESOURCES, AND NON-CONFIDENTIAL NATURE OF INFORMATION ON CITY EQUIPMENT**

PURPOSE:

1. The primary purpose of this CMD is to inform all employees that City equipment and systems, and City work locations, as defined herein, are the sole property of the City, and with a few minor noted exceptions, are to be used for City business only. This policy applies to City-owned and issued devices and the use of City network or systems using City –owned and private devices, including but not limited to Smartphones.

2. Another purpose of this CMD is to inform all City employees that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information, or files placed in or on City equipment are not private or confidential and may be reviewed to ascertain whether such communications constitute City business. As such, employees should not have any expectation of privacy or confidentiality in any of these circumstances. This CMD does not apply to the confidentiality of personnel records maintained by the Human Resources Department or the Finance Department, or the confidentiality of business and related items within the department where the employee works.

POLICY AS TO CITY-OWNED OR ISSUED DEVICES:

City equipment and systems, and City work locations, are the sole property of the City and, with minor exceptions (as noted below in Item No. 4 under Supervisor and Department Head Responsibility and Action), are to be used for City business only.

City employees are hereby informed that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information or files, placed in or on City equipment are not private or confidential. Employees should not have any expectation of privacy or confidentiality in any of these circumstances.

In order to conduct City business, including responding to the needs of citizens and staff, City management and City employees, when directed, may need to access City work locations and equipment of any employee who is absent or unavailable. Access to the work locations and equipment may also be necessary

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for purposes of monitoring employee work performance and conduct. Under existing provisions of the law, the City reserves the right to monitor the use of City equipment for any reason, including the right to review, audit and disclose all matters sent over or stored in City locations or equipment systems to ensure that uses are in compliance with all laws including copyright laws and City policies, including the City Code of Ethics & Values.

POLICY AS TO PRIVATE DEVICES:

Only City approved and authorized Smartphone devices are permitted to access any City network or systems. The approved list of devices is maintained by Information Technology (IT) and listed on the Smartphone Access Authorization Form (form available from IT HelpDesk).

A user who connects to City networks via an authorized Smartphone device or service must ensure that all components of his/her wireless connection remain as secure as his/her network access. All Smartphones and connections to any City network or systems shall be used to conduct City business and utilized appropriately, responsibly and ethically. All authorized Smartphone device and service users shall, without exception, use secure remote access procedures. Enforcement of this provision will be by device passwords in accordance with the City's password policy.

Prior to initial use or connection to City networks or systems, authorized Smartphone devices, software and related services must be registered with IT. City employees, contractors, or "as needed" staff in possession of an authorized Smartphone device shall not make modifications of any kind to the device, its software, and/or service that may potentially compromise the integrity of City networks or systems, without the express written approval of IT. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.

Users are advised that applicable law related to public records may require the production of certain records on private devices. Users are advised to adhere to City CMD's related to public records and email retention to avoid the potential disclosure of information from their private devices, particularly those users that receive a stipend for private devices.

With respect to Public Safety Officers, it is intended that this CMD be read together with the Public Safety Officers Procedural Bill of Rights.

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DEFINITIONS:

"City equipment and systems, and City work locations" is defined herein to include, but not be limited to, the following items whether they be owned, bought, used, paid for, leased, borrowed, or given to areas and the City: Work spaces, desks, lockers, City vehicles and equipment, computer and video equipment, printers, copiers, supplies, telephones, mobile data terminals, fax machines, radios, email, text messages, other mail and electronic messaging services, voice mail, and Internet services (as assigned, including chats, newsgroups, and Internet email), or any files

"City business" includes, but is not limited to, conducting the business of the City of Santa Clara and monitoring employee work performance and conduct.

"Off-Duty time" includes employee time before and after work shift, lunch (or meal period breaks), and approved vacation/other leave time.

"Smartphone" means a mobile handheld device with advanced features like e-mail and Internet capabilities.

RESPONSIBILITY :

ACTION

Department Heads & Supervisors

1. Authorize issuance and discourage misuse of City equipment, work locations, and Smartphone devices. Approve replacement of lost, stolen or damaged City-owned devices. Replacement costs will be charged to the user's department, which is then responsible for handling reimbursement of City funds with said user. Replacement and Maintenance costs for any personal-owned devices are the sole responsibility of the employee.

2. Understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep record of any network activity in which the employee transmits or receives any kind of file; the deletion of a message or file from some electronic systems may not fully eliminate the message from the system.

3. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation

4. Notwithstanding statements in the CMD to the contrary, occasional use of City equipment by an employee during off-duty time, i.e., typing of a personal letter during the lunch period, or use of a telephone for urgent reasons (see CMD 78), may be granted from time to time at the discretion of and upon the

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approval of the Department Head.

5. In addition, uses by City employees, during off-duty time, of specific City equipment may also be allowed where certain fees for use of this equipment have been established (i.e., minimal copying, or use of a fax machine, etc.).

6. Managers and supervisors who are authorized to serve as officers of a professional society and/or association in accordance with CMD 49, and who have authorized use of City resources in accordance with the provisions of that CMD, should not have expectations of privacy or confidentiality of information or files placed on City equipment.

All Employees/Users

7. Become informed and comply with the policies of this CMD.

8. Do not use City equipment, work locations, or authorized access to City networks or systems improperly. Improper use includes any personal use for convenience or profit, playing of games, or use to convey derogatory, defamatory, obscene, or otherwise inappropriate actions or messages or any information unrelated to City business. Personal mail, packages, or catalogs should not be received or sent using a municipal address.

9. Employees shall take reasonable measures to safeguard City property and systems to prevent loss or damage. In the event any City-owned or issued device or privately-owned Smartphone is lost or stolen, or the occurrence of any incident or suspected incident of unauthorized access and/or disclosure of City resources, the user shall *immediately* report such to his/her supervisor and the IT Help Desk. Service will be immediately terminated. Users should immediately report to his/her supervisor and the IT Help Desk if the device is recovered. IT will work with the user to restore service as quickly as possible.

10. The provisions of this CMD also apply to employee use of non-City issued equipment and systems brought into work locations and used for City business. Employees utilizing non City-issued equipment assume responsibility for the repair or replacement of such equipment, including Smartphones.

11. Nothing in this CMD is intended to or shall be construed as affecting the duty and obligation of City employees to maintain the confidentiality of City documents and information which the employee has access to through his or her employment with the City. It is also not intended to nor shall it be construed as granting access to non-City employees to otherwise confidential City documents and information.

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12. Employees should understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep a record of any network activity in which the employee transmits or receives any kind of files. Any records transmitted or received are recorded and stored in an archive file; deletion of a message or file from some electronic systems may not fully eliminate the message from the system.

13. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation.

14. Employees should understand that the City's network allows Management to access employee passwords. Upon request, employees shall provide their systems passwords to their Department Head to allow access to all files and systems in the employee's absence or as required. Lockers, desks, files or other secured City equipment, systems, or work locations, may also be accessed by the City.

15. Employees shall not knowingly use City equipment or systems, or City work locations, to download or distribute pirated software or data, or to violate Penal Code Section 502, applicable Federal laws, City policies, rules and regulations, including the City's Code of Ethics & Values. Employees shall not use the City's equipment, systems or work locations to disrupt or destroy the City's program systems, nor shall they attempt to disable any security system.

16. Violation of this policy, through direct action on the part of the employee, or through carelessness or negligence, may result in formal disciplinary action, up to and including termination.

17. Unit 9 employees should understand that Smartphone devices they obtain through the assistance of an allowance program are considered personal devices and are under the ownership of the employee. All service, maintenance, and replacement costs are the responsibility of the employee.

IT Department:

18. IT reserves the right to terminate without notice any authorized Smartphone device, service and access to City network or system that may result in a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

19. IT reserves the right to perform a remote wipe of a user's Smartphone,

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erasing all data and contents, if there is a reasonable belief that the device has been compromised and/or poses a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

20. IT will provide minimal support for privately-owned approved and authorized Smartphone devices. This support is limited to basic documentation to enable the user to connect the device to City networks and systems, and basic troubleshooting to determine if any connection problems are on the City side or outside of the City's control. All additional technical and function questions/issues shall be the responsibility of the user.

Questions regarding this CMD may be addressed to the City's Director of Human Resources.

Cross Reference:

CMD 3 - Overnight Use of City Vehicles
CMD 31 - Transaction of Personal Business During Working Hours
CMD 49 - Membership in Professional Societies and Associations
CMD 78 - Personal Use of City Telephones
City Code of Ethics & Values (Attachment to CMD 67, Gifts & Favors to Individuals)

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EXHIBIT C

Severance and Release Agreement

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SEVERANCE AND RELEASE AGREEMENT

This severance agreement is made and entered into on _____, by the City of Santa Clara ("City") and Glen Googins ("Mr. Googins"). The City and Mr. Googins may be referred to collectively throughout this agreement as "the Parties." The effective date of this Agreement shall be the date of the signature of the last of the Parties to sign this Agreement.

RECITALS

WHEREAS on or around MONTH__, 2022, _____ began their employment with the City as the City Attorney;

WHEREAS on or around MONTH__, 2022, the City Council approved an employment agreement ("Employment Agreement") with _____;

WHEREAS Mr. Googins holds an at-will position under the City Charter, and serves at the pleasure of the City Council;

WHEREAS Sections 1 and 6 of the Employment Agreement permits the City Council to terminate Mr. Googins' employment at any time subject to certain conditions;

WHEREAS the City Council has determined it appropriate to exercise the right under Section 6 of the Employment Agreement to terminate Mr. Googins' employment;

WHEREAS it is the intention of the parties in entering into this Agreement to amicably conclude the Employee's employment relationship with the City effective_____ (insert date) ("Separation Date") and consistent with the terms of the Employment Agreement; and,

WHEREAS the Parties enter into this Agreement in order to implement Subsection 6.2 of the Employment Agreement and ensure a smooth transition of City leadership.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree with each other as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Recitals are incorporated herein by reference as though fully set forth herein.

2. **Return of Documents.** Mr. Googins agrees and represents that no later than _____ (insert date), they will return to the City all City property of which they have possession, custody or control, including, but not limited to, computer, electronic and telephonic equipment, as well as all City data and documents whether in hard copy or maintained on any electronic media.

3. **Non-Disclosure of Confidential Information.** The Parties acknowledge that as City Attorney, Mr. Googins is a high-ranking official and an officer of the City; in that capacity they were and are responsible for, among other things, advising the City Council and all

City department heads in matters of law pertaining to their duties and representing and appearing for the City in any or all actions brought against the City or its employees in the course of their duties. Consistent with their Employment Agreement and the City Charter, Mr. Googins represents and agrees that they have not and shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the City except with the express written permission of the City or as required by court order or properly-issued subpoena. Such information includes but is not limited to, any attorney-client communications and attorney work product, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

4. **Defense and Indemnity.** Consistent with their Employment Agreement and the City Charter, in accordance with the obligations imposed under Government Code sections 800 and 910, the City shall defend and indemnify Mr. Googins for any actions that result from work performed in the course and scope of their duties as the City Attorney for the City of Santa Clara.

5. **Information Regarding Employment.** Subject to any applicable law, the City agrees that all inquiries with respect to Mr. Googins' separation will be referred to the Mayor who will provide only the following information: (a) the date of hire and date of separation; (b) that this is a mutual and amicable separation based on a mutual desire to terminate Mr. Googins' services and provide a smooth leadership transition.

6. **Personnel File Documents.** No documents shall be entered into Mr. Googins' personnel file after the effective date of this agreement without both parties approving the entry of the document.

7. **Release of Claims.** Except for the rights and obligations created by this Agreement, Mr. Googins, on behalf of themself, their agents, representatives, attorneys, assignees, heirs, executors, administrators and successors in interest, hereby releases and forever discharges the City and all of its past, present and future Councils, agencies, divisions, and departments, as well as each of their respective former, current and future directors, department heads, supervisors, Managers, employees, attorneys, elected and appointed officials, Councilmembers, City Managers, and any and all of them (all of the above collectively, the "City Released Parties"), to the extent permitted by law, from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Mr. Googins ever had or held, now has or holds or hereafter can, shall or may have or hold against the City Released Parties, based on any claims or occurrences arising prior to the Effective Date of this Agreement (collectively, "Released Claims"). The Released Claims defined in the immediately preceding sentence and released herein by Mr. Googins as to the City Released Parties include, without limitation, all claims based upon, relating to or arising out of Mr. Googins' employment with the City, and/or the discontinuation of said employment, all claims in law, equity, contract and tort, and all

claims under the California Constitution, California Civil Code, California Labor Code, California Code of Regulations, California Government Code, California Business & Professions Code, California Fair Employment and Housing Act, California Family Rights Act, the California Workers' Compensation Act, the Fair Labor Standards Act, the Equal Pay Act, National Labor Relations Act, Labor Management Relations Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1·964, as amended, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, the Rehabilitation Act, Executive Order 11246, Family and Medical Leave Act, Sarbanes-Oxley Act of 2002, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, Age Discrimination in Employment Act (ADEA), the Code of Federal Regulations, and all claims under any other federal, state, municipal or other governmental statute, regulation, ordinance or order.

8. Mr. Googins specifically and expressly waives all rights under the provisions of Section 1542 of the Civil Code of California ("Section 1542 Waiver") with respect to the Released Claims. Section 1542 Waiver provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, for the purposes of making a complete settlement of the Released Claims which Mr. Googins may have or claims to have against the City Released Parties, Mr. Googins waives and releases any and all Released Claims against the City Released Parties, including Released Claims which are unknown and unsuspected as of the Effective Date of this Agreement. Mr. Googins warrants that they have read this Agreement, including the Section 1542 Waiver, and have had an opportunity to consult with counsel of their own choosing about this Agreement and specifically about the Section 1542 Waiver, and that they understand this Agreement and the Section 1542 Waiver. Mr. Googins acknowledges that they may later discover facts different from or in addition to those now known or believed to be true regarding the matters released or described in this Agreement, and even so they agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Mr. Googins assumes any and all risk of any mistake in connection with the facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now known to them relating thereto. Mr. Googins agrees, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal City proceeding to assert any Released Claims. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and the City shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim.

9. Mr. Googins acknowledges that they have not heretofore assigned or transferred to or purported to assign or transfer to any person or entity the Released claims or any part or portion thereof, and agrees to indemnify and hold harmless the City Released Parties

from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

10. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the severance of Mr. Googins' employment relationship with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11. **Applicable Law and Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.

12. **Modification.** Any modification of this Agreement shall be effective only if it is in writing and signing by all parties to this Agreement.

13. **Severability.** If any part of this Agreement is determined to be invalid, unlawful, or unenforceable, that part shall not be deemed to be part of this Agreement.

14. **Legal Advice and Voluntary Execution.** Each Party represents and warrants that it: (a) had the opportunity to obtain legal advice from legal counsel of its choice before entering into this Agreement, (b) has read the contents of this Agreement; (c) fully understands the terms and consequences of this Agreement; (d) enters this Agreement voluntarily; and (e) shall not deny the validity of this Agreement on the grounds that it did not have advice of counsel or did not voluntarily and knowingly enter into this Agreement and agree to each of its terms.

15. **Full Execution Authority.** Each Party executing this Agreement warrants and represents that it or they have full authority to bind the corresponding Party to this Agreement.

16. **No Admissions.** By entering into this Agreement, the City Released Parties do not admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability, and that the City specifically denies liability related in any manner to Mr. Googins employment. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the City, except a proceeding to enforce this Agreement.

17. **Acknowledgment of Payment of Compensation/Benefits.** Mr. Googins acknowledges and affirms that they have been paid any and all compensation to which they are entitled pursuant to the terms of the Employment Agreement.

18. **Tax Consequences.** The City has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Mr. Googins has had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel and agrees to indemnify and hold harmless the City from any and all costs and assessments including, but not limited to delinquent taxes, penalties and/or assessments levied against the City in connection with this Agreement.

19. **Older Workers' Benefits Protection Act.** It is the intention of the Parties that the releases contained in this Agreement apply to all claims of any kind against the City. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release by Mr. Googins of any potential claims under the federal Age Discrimination in Employment Act, Mr. Googins agrees as follows: (i) they have carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement they are giving up potentially valuable legal rights, and they intend to be bound by all the terms and conditions set forth herein; (iii) they are entering into this Agreement freely, knowingly, and voluntarily; (iv) they have been advised of their right to at least twenty-one (21) days to consider whether to agree to the terms and conditions set forth herein; and (v) for a seven (7) day period following their execution of this Agreement they may revoke this Agreement by delivering a written revocation to City, and this Agreement shall not become effective nor enforceable until the revocation period has expired.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

_____	_____
Name:	Mr. Googins
Title:	
City of Santa Clara	Date: _____
Date: _____	

Approved as to Form and Legality:

_____	_____
Name:	Name:
Special Outside Counsel	Attorney for Mr. Googins
Date: _____	Date: _____

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EXHIBIT D

City Manager's Directive 028 Travel Policy

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City Manager's Directive 028
Travel Policy

City of Santa Clara
The Center of What's Possible

POLICY

The City of Santa Clara (the "City") expects to pay all reasonable costs incurred by City employees traveling on approved City business; and City employees are expected to use sound fiscal stewardship when expending public funds, and to travel in the most logical and least expensive manner possible.

PURPOSE

The purpose of this Travel Policy (the "Policy") is to define the City's expectations of its employees who travel in connection with their work responsibilities and to clarify which expenses the City will fund and which expenses are considered the personal responsibility of the traveler. This policy is not intended to cover short trips during work hours made by employees in the course of their regularly assigned work duties.

Local Travel

Local travel is travel necessary to conduct official City business and is performed by the most direct route within and adjacent to an employee's official worksite. Local travel is defined as less than 50 miles from the employee's home or place of business, whichever is the shortest distance. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. The City will not pay for lodging or per diem meal expenses related to local travel as defined above. The City will pay for transportation and parking costs related to the local travel.

Employees can settle their allowable local travel expenses through the petty cash reimbursement process if the request is less than the petty cash limit at the time of reimbursement. Requests larger than the petty cash limit require an accounts payable request for payment.

Conference and Meeting Attendance

City employees shall be authorized to join professional and public organizations and attend the meetings and conferences held by such organizations subject to adequate budget appropriations and adherence to this policy.

General Procedures and Guidelines

The Policy shall be reviewed annually by the City Auditor's Office to ensure its consistency with respect to the City's objectives and any modifications must be approved by the City Manager.

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Travel Authorization

A. City Manager Pre-Travel Authorization Form Required.

City Manager (or designee) authorization is required in advance of travel or the commitment of City funds for the following:

- Travel by Department Directors
- Out-of-State travel by any staff
- Any exception to this policy

Authorization shall be sought via submittal of a Pre-Travel Authorization Form (Attachment A).

B. Department Director Pre-Travel Authorization Form Required.

In-state, overnight travel requires the approval of a Department Director via submittal of a Pre-Travel Authorization Form in advance of travel and the commitment of City funds.

C. Department Director or Designated Supervisor Authorization Required.

A pre-travel authorization form is not required for local travel as defined above, where meal reimbursement, overnight or out-of-state travel is not concerned. Employees are required to obtain approval from their supervisor prior to any business travel for which the City is expected to pay for mileage, bridge tolls and/or parking. This approval can be via email, with a copy of email approval submitted with travel costs. Itemized receipts are necessary to receive reimbursement for all expenses whether through petty cash or accounts payable request for payment. An employee may not approve their own travel documentation under any circumstances.

Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Registration for conferences and training shall be made far enough in advance to take advantage of early (discounted) fees, and to avoid late

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registration fees. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the City from incurring unnecessary costs when possible.

At the Department Director's discretion, one or more persons may be designated as a Travel Coordinator and be assigned responsibility for making travel arrangements for all business travelers within a department. It is the City's preference that all travel be booked by designated Travel Coordinators using their City Procurement Cards to secure travel arrangements ahead of all travel. Individual travelers may make their own travel arrangements with their personal credit cards and be reimbursed if it is not feasible for a travel coordinator to do so.

Transportation

Travelers shall use whatever mode of transportation is the most reasonable and least expensive. When planning the transportation portion of a trip, the employee shall consider all aspects of cost to the City including daily expenses, overtime, lost work time as well as actual transportation costs.

Use of a mode of transportation other than the most reasonable and least expensive must be documented and have advance approval from the employee's Department Director. The City will pay only the cost of the most reasonable and least expensive mode. If the mode of transportation is determined to be a City vehicle, the traveler shall comply with the City Manager's Directive (CMD) 21 Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles. The difference between the selected mode and the least expensive mode shall be documented and considered the employee's personal expense at the time of travel authorization. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance.

A. Air Travel.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a reasonable route shall be selected.

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B. Use of Personal Vehicle.

With the exception of employees who have been assigned a City vehicle or who receive a car allowance, employees shall be compensated for the use of their private vehicles for business travel at the current IRS standard mileage rate, provided that it is the most reasonable and least expensive method of transportation. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance.

Employees that receive a car allowance and are required to travel greater than 50 miles from their work location or residence, whichever is the shortest distance, are eligible to be compensated for the use of their private vehicle for business travel at the current IRS standard mileage rate for miles traveled over 50 each way of the trip (e.g. if travel destination is 80 miles from the work location and 70 miles from the residence, then the employee will receive reimbursement for 20 miles (70-50=20)).

Employees who do not receive a car allowance may also be compensated at the current IRS standard mileage rate for the use of their private vehicles for routine travel on City business between City facilities or to other locations in Santa Clara or the adjoining communities. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. Employees must keep a log of such routine travel using the Mileage Reimbursement Log (Attachment C). Expense reimbursements for this type of mileage must be submitted monthly.

The City will reimburse all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on City business. Employees requesting reimbursement for the payment of such expenses shall obtain itemized receipts and submit them as part of their travel expenses on the Travel Expense

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Form. Also, whenever possible, employees attending the same event shall travel together to minimize expenses.

To drive a City or privately-owned vehicle on City business an employee must possess a valid California driver's license. An owner/driver of a privately-owned vehicle used for City business must carry adequate liability insurance coverage in accordance with applicable State law, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

C. Train and Other Mass Transit.

Employees shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee. In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

D. Ground Transportation at Destination.

Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses or local shuttle services, if available. Taxi or ride-share (Uber/Lyft) service shall be used only when no other convenient, less costly mode of transportation is available for the employee to travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee.

E. Rental Vehicles.

Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Director. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs. Employees are required to purchase and shall be reimbursed for optional insurance coverage for the rental vehicle. Optional insurance coverage shall include Damage Waiver (DW) (also referred to as Collision Damage Waiver (CDW)) and third-party liability coverage.

F. Travel Time.

Travel time is compensable under certain conditions identified in the Fair Labor Standards Act (FLSA). As a charter city, the City follows current FLSA regulations for determining the compensability for travel time. The FLSA regulations are available at: http://www.dol.gov/whd/regs/compliance/whdfs22.htm

Lodging

The City will pay lodging expenses for approved City travel, including the evening preceding or subsequent to a meeting or business event when the employee would otherwise have to travel from his/her residence before 6 a.m. or after 9 p.m. to reach or return from his or her destination. Local travel, as defined previously in this policy, does not qualify for City paid lodging expenses.

Employees are expected to use the most cost-effective lodging reasonably available. When a conference or training session is held at a specific hotel, the City shall pay for actual lodging expenses up to the standard lodging rate advertised by the conference or training sponsor unless approved by the Department Director as part of the travel authorization process.

When there is not a specific lodging site associated with official City business, the City shall pay for actual lodging expenses up to the

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GSA maximum rate allowed by location (http://www.gsa.gov/perdiem). Note that the GSA maximum rate applies to the base room rate only and does not include taxes. Any exception to applying the GSA rate due to the current market rates in the area of travel must be documented in writing and approved, pre-travel, by the Department Director.

Every effort shall be made to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The lodging should also be clean, safe and appropriate for business travel. Government rates are often available and should be sought. The City will pay for standard room accommodations at the most cost-effective lodging reasonably available. Any incremental cost beyond that of a standard room shall be paid for by the employee unless a written exception has been approved by the City Manager (or designee).

Room reservations may be made in advance using a City procurement card and the employee should request a copy of the hotel's credit card authorization receipt as applicable. This will be used to authorize the hotel to charge the total room cost, including all taxes, on the Travel Coordinator's purchasing card. Employees shall personally pay for any additional expenses incurred, such as movie rental, mini-bar bills, room service, etc.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances reasonably beyond the employee's control.

Meals

A. Overnight Travel

The City will pay for an employee's meals during authorized travel, including tax and tips and incidentals, up to the per diem amount established by the GSA for the destination location (available at: http://www.gsa.gov/perdiem) for a full day of travel. Per GSA, rules, employees are only eligible for 75 percent of the total per diem amount on the first and last travel day. The Meals & Incidental Expenses (M&IE) column will be used to generate the per diem rate for meals. Use the guide on http://www.gsa.gov/mie to breakdown

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the per diem amount for each meal. For any meal that is provided by the conference or hotel the appropriate meal amount listed on http://www.gsa.gov/mie must be deducted from the reimbursement request.

The City will not pay for the following:

- Meals that the employee elects to purchase from another source when the meals are included in the cost of a conference, training registration fee, or hotel stay. In the event an exception is granted due to dietary restrictions, the meal will be reimbursed on an actual expense basis, up to the applicable GSA rate.
- Alcoholic beverages.

B. Non-Overnight Travel

With regard to partial days of travel that is not overnight but exceeds the local travel guidelines detailed above, the City will pay for meals on a pro-rated basis using GSA meal amounts, as follows:

- If the partial day includes travel before 8 a.m., the City will pay for the employee's breakfast.
- If the partial day includes travel between 11 a.m. and 1 p.m., the City will pay for the employee's lunch.
- If the partial day includes travel after 5 p.m., the City will pay for the employee's dinner.

Miscellaneous Fees/Business Expenses

A. Gratuities/Tips.

The City will pay reasonable and customary gratuities and tips during City business travel, which are included in the standard per diem rate per GSA guidelines.

B. Business Expenses.

The City will pay for goods and/or services deemed necessary for the completion of official business, such as printer, copier, and computer usage, etc.; for internet usage at actual cost and for all business telephone calls. Cellular phones are often more cost-effective than using hotel phones

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directly and should be considered as a primary option. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

C. Baggage Fees.

If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

D. Personal Expenses.

Personal expenses will not be paid by the City. In addition to those items identified as personal expenses throughout this Policy, personal expenses include early bird flight check-in fee, change flight fee (except as otherwise set forth in this Policy), personal transportation costs outside of the conference or conference event site, personal telephone calls, in-room movies, spas and gyms, optional recreational events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will result in (1) additional costs to the City, (2) employee engaging in personal travel while be compensated, or (3) harming the City's interest in any way. Any extension of a trip for personal travel must be accompanied by Director approval and supporting documentation of what the trip would have cost with the original business itinerary. The City will reimburse the lesser of the original business itinerary cost or the extended trip cost due to personal travel. Any additional cost from the original business itinerary must be covered by the employee. The City will not pay for any expenses of a spouse or other person who accompanies an employee on business travel.

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Settlement of Trip Expenses

Payment of travel expenses incurred during the trip using City procurement cards is not permitted. Purchase cards may be used to pre-pay expenses such as flights, hotel, car rental, or conference registration (preferably by a Travel Coordinator) or may pay these expenses by invoice through accounts payable.

Allowable expenses per this policy during the trip are to be paid out of pocket by employees and reimbursed upon completion of travel. The City will not provide any advance payment of travel costs directly to employees.

Travel Reimbursement

All employee travel reimbursement requests require either direct supervisor or Department Head approval prior to submitting to the City Auditor. Direct supervisors can approve expense reimbursement requests if there is no greater than a 10% variance between the pre-approved travel estimate and the actual expense reimbursement requested. Any reimbursement request with a difference greater than 10% of the pre-approved estimate must be approved by the Department Director.

The City Auditor's Office is responsible for review and has final approval of travel expense reimbursement requests. Approval shall be based upon the employee's compliance or non-compliance with the requirements of this policy. Once approved by the City Auditor, the reimbursement request will be forwarded directly to accounts payable for processing and email notification will be provided to travel coordinators and/or the employee.

Within 30 days of an employee's return from a business trip, a final, department approved expense report associated with the trip shall be submitted to the City Auditor to be eligible for any reimbursement. The employee must complete a signed Travel Form and supporting documentation to substantiate all reported expenses with the exception of meals, as these are reimbursed based on GSA per diem rates. The documentation should be in its original form and include the following, if applicable:

- Pre-travel request authorization as defined by this policy
- Invoice and trip itinerary from vendor
- Event brochure or agenda for conference, training, or special event

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- Any certificates of completion associated with event
- Airfare receipt showing the travel dates and time
- Parking receipts showing the travel date and amount paid
- Transportation receipts showing the travel date and full address to/from the event location
- Car rental receipt showing the dates and number of days
- Final itemized hotel bill or statement showing all charges
- Documentation showing miles between destination and the employee's work location or residence to substantiate the shortest distance driven for mileage
- A brief written explanation if a reporting item doesn't have supporting documentation.

It is the employee's responsibility to submit the travel expense reimbursement request within the specified timeline.

Uncompleted training will not be paid by the City unless the employee's failure to complete the training was due to a cause outside the employee's control as documented with a memorandum.

Advances

The City does not offer advances to employees for travel.

Exceptions to this Policy

This Policy does not claim to address all contingencies and conditions. However, any exception requires City Manager (or designee) approval in writing for anticipated/known exceptions or unanticipated/unplanned expenses. Requests for exceptions should be accompanied by the traveler's written justification for the expense.

Examples of exceptions to this policy include, but are not limited to, the following:

- Unusual business expenses
- Per diem and/or lodging expenses which exceed GSA limits
- The purchase of one or more meals from another source even though they were included in a conference and/or seminar registration fee
- The use of an alternate mode of transportation
- Lodging expenses incurred during local travel
- Travel costs exceeding available budget appropriations

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City Auditor to Conduct Periodic Audits	The City Auditor shall conduct periodic audits in accordance with generally accepted government auditing standards to ensure compliance with this travel policy. Audit results shall be submitted to the City Council.

Cross References:
CMD 49 - Membership in Professional Societies and Associations
CMD 21 - Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles

Attachments:
A – Travel Authorization Form
B – Travel Expenses Reimbursement Form
C – Mileage Reimbursement Log

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EXHIBIT E

Description of Job Duties

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Description of Duties
for City Attorney

City of Santa Clara
The Center of What's Possible

Charter of the City of Santa Clara, Section 908 City Attorney.

There shall be a City Attorney who shall have the power and be required to:

(a) Represent and advise the City Council and all City officers in all matters of law pertaining to their offices;

(b) Represent and appear for the City and any City officer or employee or former City officer or employee, in any or all actions and proceedings in which the City or any such officer or employee in or by reason of his/her official capacity, is concerned or is a party, but the City Council shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter or to assist the City Attorney therein;

(c) Attend all meetings of the City Council and give his/her advice or opinion in writing whenever requested to do so by the City Council, or by any of the boards or officers of the City;

(d) Approve the form of all bonds given to and all contracts made by the City, endorsing his/her approval thereon in writing;

(e) Prepare any and all proposed ordinances or resolutions for the City, and amendments thereto;

(f) Prosecute on behalf of the people all criminal cases for violation of this Charter and of City ordinances; and

(g) On vacating the office, surrender to his/her successor, all books, papers, files, and documents pertaining to the City's affairs.

To be eligible for appointment as City Attorney, the appointee shall have been admitted to practice as an attorney at law before the Supreme Court of the State of California, and shall have been engaged in the active practice of law for at least four years immediately prior to his/her appointment. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State Statutes of 2000)

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Description of Duties
for City Attorney

City of Santa Clara
The Center of What's Possible

Santa Clara City Code, Chapter 2.25 City Attorney

2.25.020 Duties and responsibilities.

The City Attorney shall be responsible for the following:

(a) Advising the City Council, the City Manager and all City department heads in matters of law pertaining to their offices.

(b) Representing and appearing for the City and any City employee in any or all actions brought against the City or its employees in the course of their duties.

(c) Keeping the City Council informed as to all legislation affecting the City government and processing all insurance matters and damage claims against the City.

(d) Rendering written legal opinions when so requested by the City Council or the City Manager.

(e) Attending designated meetings of boards, commissions and special committees of the City and representing City departments before State or local courts, boards or commissions.

(f) Reviewing and approving the form of all City contracts, agreements, deeds and legal documents.

(g) The preparation and promulgation of municipal bond issues and special assessment districts.

(h) The preparation and promotion of State and Federal legislation proposed by the City Council.

(i) Preparing and processing all proposed ordinances or resolutions for the City Council.

(j) The preparation and handling of all City litigation or court proceedings.

(k) Prosecuting on behalf of the people all cases of violation of the Charter, provisions of this Code or other City ordinances.

(l) Be responsible for the processing of annexation proceedings and assist in the acquisition of public land, easements and rights-of-way. (Ord. 947. Formerly § 2-31).

24-1213 **Agenda Date: 12/3/2024**

REPORT TO COUNCIL

SUBJECT

Action on Approval of Cost-of-Living Salary Adjustment for City Attorney; Approval of Amendment No. 1 to Employment Agreement with City Attorney Glen Googins; Adoption of a Resolution Updating the Unclassified Salary Plan for Position of City Attorney

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Employment Agreement between the City of Santa Clara and City Attorney Glen R. Googins (Attachment 1) includes the following provisions:

> *3.1. Salary. Employee shall receive an annual salary of Three Hundred Forty-Five Thousand Dollars ($345,000), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.*
>
> *3.2. Adjustments. Following completion of the annual performance appraisal, as described in Section 4 below, the City Council shall meet with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account any cost-of-living adjustments, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.*
>
> *4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more regularly if necessary.*

The City Attorney began his employment with the City on March 1, 2023, and has not had a completed performance appraisal or salary adjustment since that time. During the Closed Session of November 19, 2024, in discussion of the agendized Performance Appraisal for the City Attorney, the City Council provided direction to staff to bring back for open session discussion and possible action a 3.25% cost of living salary adjustment, retroactive to March 1, 2024. This results in a new annual base salary for the City Attorney of $356,212.50, which will take effect on December 22, 2024. To effectuate this adjustment, amendments to section 3.1 and 3.2 of the Employment Agreement are proposed (Attachment 2).

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation

plans for unclassified positions. California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules by the governing body. The proposed Council action satisfies these applicable requirements. The updated salary plan reflects the Council approved merit increase for the City Attorney.

In addition, the Brown Act requires that where final action is being taken that includes a change to the compensation of a local agency executive (here, the City Attorney), a verbal summary of that executive compensation shall be stated at the regular meeting of the legislative body at which the action is taken.

DISCUSSION

A performance appraisal for the City Attorney has been agendized on three occasions (2/27/24, 11/12/24, and 11/19/24), however, to date, the appraisal has not been completed. In light of the already-significant delay in completing the performance appraisal process, the anticipated further delays into 2025, and the cost-of-living adjustments provided to Unit 9 members (all employees of the City Attorney's Office are members of Unit 9), the City Council discussed in Closed Session providing the City Attorney with a cost-of-living salary adjustment pending the completion of the performance appraisal process.

During the Closed Session of November 19, 2024, in discussion of the agendized Performance Appraisal for the City Attorney, the City Council provided direction to staff to bring back for open session discussion and possible action a 3.25% cost of living salary adjustment, retroactive to March 1, 2024. This results in a new annual base salary for the City Attorney of $356,212.50.

The proposed amendments to the Employment Agreement provide for the following: (1) a statement of the new salary level, and (2) clarification that the ultimate decision regarding the timing and the amount of any adjustment (including cost-of-living adjustments) may be made by the City Council at any point in the performance appraisal process.

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 wage increase for the City Attorney has an annual salary cost of approximately $11,212.50 (from $345,000 to $356,212.50). In addition, there will be a retroactive payment for the period March 1, 2024, through December 21, 2024, in the amount of $9,099.38. In FY 2024/25, the total estimated cost is $14,921 and covers the retroactive period starting March 1, 2024 through June 30, 2025. There is sufficient funding in the City Attorney's Office budget to cover this cost in FY 2024/25, and this additional cost will be factored into the FY 2025/26 budget.

COORDINATION

This report has been coordinated by and between the Human Resources Department, 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

1. Approve, and authorize Mayor to sign, Amendment No. 1 to the Employment Agreement with City Attorney Glen R. Googins;
2. Approve cost-of-living salary adjustment for City Attorney of 3.25% retroactive to March 1, 2024, resulting in a new annual salary of $356,212.50 (to take effect on December 22, 2024), and a retroactive payment of $9,099.38;
3. Adopt a Resolution updating the Unclassified Salary Plan reflecting the new annual salary for the position of City Attorney to satisfy the requirements of California Code of Regulations Section 570.5, effective December 22, 2024.

Reviewed by: Aracely Azevedo, Director, Human Resources Department
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS

1. Employment Agreement between City of Santa Clara and Glen R. Googins
2. Amendment No. 1 to Employment Agreement between City of Santa Clara and Glen R. Googins
3. Resolution Approving and Adopting Updated Unclassified Salary Plan (effective December 22, 2024) approved December 3, 2024
4. Unclassified Salary Plan (effective December 22, 2024) approved December 3, 2024

AMENDMENT NO. 1
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLEN R. GOOGINS

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee"). City and Employee 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 "Employment Agreement" dated January 10, 2023 ("Agreement"); and

B. The Parties entered into the Agreement for the purpose of appointing and employing Employee as the City Attorney and associated duties, and the Parties now wish to amend the Agreement to adjust compensation and clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3.1 of the Agreement, entitled "Salary" is amended to read as follows:

   3.1. Salary. Employee shall receive an annual salary of Three Hundred Fifty-Six Thousand Two Hundred Twelve Dollars and Fifty Cents ($356,212.50), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.

2. Section 3.2 of the Agreement, entitled "Adjustments" is amended to read as follows:

   3.2. Adjustments. Following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account any cost-of-living adjustments, but the ultimate decision regarding the timing and the

amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. 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:

Sujata Reuter
Chief Assistant City Attorney

Dated: 1-14-25

LISA M. GILLMOR
Mayor

GLEN R. GOOGINS
Employee

25-872 **Agenda Date: 8/26/2025**

REPORT TO COUNCIL

SUBJECT

Action on Approval of (1) Second Amendment to the City Attorney Employment Agreement, and (2) Resolution Approving and Adopting the Updated Salary Plan that includes the Classification of City Attorney

BACKGROUND

The City Attorney, Glen R. Googins, has been employed by the City of Santa Clara since March 1, 2023. The initial salary for this position (Section 3.1 of the Employment Agreement) was $345,000 per year. On December 3, 2024, the City Council approved Amendment No. 1 to the Employment Agreement that adjusted his annual base salary by 3.25% retractive to March 1, 2024, resulting in a new salary of $356,212.50. The cost-of-living adjustment was for a 12-month rating period.

For the 2024 rating period, a facilitator was retained to assist with the performance evaluation process. Upon completion of the performance evaluation, a sub-committee comprised of three Councilmembers was formed to review the compensation for the City Attorney. As part of this review process, the Human Resources Department provided a total compensation survey which included ten other agencies in the Bay Area; wage history information for the classification of City Attorney for the surveyed agencies, population size, number of budgeted positions, and organization structure in the City Attorney's Office and for the agency's surveyed; wage history information for the classification of City Attorney in the City of Santa Clara; year-over-year Consumer Price Index; and wage increases provided to classifications represented by the Unclassified Management bargaining unit. The sub-committee discussed the compensation with the City Council in Closed Session on July 15, 2025, and August 19, 2025.

Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information and be approved by the governing body whenever they are updated or revised.

DISCUSSION

Based upon City Council direction from Closed Session on August 19, 2025, the proposed Amendment No. 2 to the Employment Agreement provides for the following changes to the City Attorney compensation:

(1) a statement of the new salary level of $370,461.12 (reflecting 4% wage increase), retroactive to March 1, 2025;
(2) aligning healthcare benefits to the Unit 9 MOU effective January 1, 2025, and on an ongoing basis;
(3) deferred compensation benefits of $300/month consistent with the Unit 9 MOU, effective as of January 1, 2025;

(4) modifying the performance appraisal process, which includes an automatic salary increase of 2% or applicable most recent one-year CPI, whichever is less, if the performance appraisal process is not completed on or before May 31st.

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body.

The City Council previously approved unclassified salary plans with revisions to other classifications effective July 1, 2025 and August 3, 2025. The salary plan included with this item includes the new salary for the position of City Attorney and those changes/additions to other classifications that were previously approved by the City Council. The attached Resolution approves the updated salary plan for the classification of City Attorney.

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 Attorney's current base salary is $356,212.50. The updated base salary under proposed Amendment No. 2 of $370,461.12 will result in an annual increase of $14,248.50. The ongoing annual cost of the employer deferred compensation contribution of $300/monthly is $3,600. The annual cost of the healthcare enhancement is $4,745, which shall be credited to the Employee retroactive to January 1, 2025. If the corresponding lump sum retroactive payments are made during the August 31st pay period for wages and deferred compensation, the amount of such payment(s) will be $7,672.27 and $2,400 respectively.

Estimated total annual compensation is approximately $564,000. This includes base salary, benefits, social security, and all pension costs (normal and unfunded liability). Department savings are anticipated to be available to absorb the additional cost impact in FY 2025/26. Adjustments to factor in the higher base salary costs will be included during the budget cycle.

COORDINATION

This report has been coordinated with the Finance and Human Resources Departments.

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

1. Approve modifications to the compensation package for the City Attorney, including (A) a cost-of-living salary adjustment for City Attorney of 4.0% retroactive to March 1, 2025, resulting in a new annual salary of $370,461.12, (B) employer contribution to the employee's deferred compensation plan in the amount of $300/month retroactive to January 1, 2025, (C) increase to the employer contribution for healthcare to align with the Unit 9 MOU, and (D) modification of the performance appraisal process;
2. Approve, and authorize the Mayor to sign, Amendment No. 2. to the Employment Agreement with City Attorney Glen R. Googins;
3. Adopt a Resolution updating the Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025.

Reviewed by: Aracely Azevedo, Assistant City Manager
Approved by: Lisa M. Gillmor, Mayor

ATTACHMENTS

1. Employment Agreement between the City of Santa and Glen R. Googins
2. Amendment No. 1 to Employment Agreement between the City of Santa Clara and Glen R. Googins
3. Amendment No. 2 to Employment Agreement between the City of Santa Clara and Glen R. Googins
4. Resolution Approving and Adopting Updated Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025
5. Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025

AMENDMENT NO. 2
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLEN R. GOOGINS

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee"). City and Employee 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 "Employment Agreement" dated January 10, 2023 ("Agreement"); and

B. The Agreement was previously amended by Amendment No. 1, and is again amended by this Amendment No. 2. 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 appointing and employing Employee as the City Attorney and associated duties, and the Parties now wish to amend the Agreement as Amended to adjust compensation and clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3.1 of the Agreement as Amended, entitled "Salary" is amended to read as follows:

> 3.1. Salary. Employee shall receive an annual salary of Three Hundred Seventy Thousand Four Hundred Sixty-One Dollars ($370,461.12), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, effective as of the date of Council approval of Amendment No. 2. Employee shall also receive a lump sum payment equal to a 4% salary increase retroactive to March 1, 2025, within two pay periods of approval of Amendment No. 2.

2. Section 3.2 of the Agreement as Amended, entitled "Adjustments" is amended to read as follows:

3.2. Adjustments. Following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council (or some subset thereof) shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account cost-of-living and merit adjustments provided to Unit 9, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. Section 3.3(b) of the Agreement as Amended, is amended to read as follows:

(b) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of January 1, 2025, as those sections may be renamed or renumbered. To the extent these sections vest authority to a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member(s) designated by City Council.

4. Section 3.3(c) of the Agreement as Amended, is amended to read as follows:

(c) On and after January 1, 2025, in the event a successor MOU includes a change to Section 7 – Health Insurance, Section 8 – Dental Insurance, and/or Section 9 – Vision Insurance, such change shall be applicable to Employee concurrent with the effective date of such change(s) for Unit 9. In the event of successor MOU changes to other benefits listed in section 3.3(b) above, the application of such changes to Employee shall be at the sole discretion of City Council.

5. Section 3.3(f) of the Agreement as Amended, is amended to read as follows:

(f) A copy of the Miscellaneous Unclassified Employees Unit 9 MOU for the period January 1, 2025 – December 31, 2028, is attached as Revised Exhibit B. The two Side Letters executed between the City and Unit 9 regarding amendments to the 2019-2024 MOU pertaining to vacation accrual and use of compensatory time off are not applicable to Employee.

6. A new Section 3.3(g) is added to the Agreement as Amended, as follows:

(g) The Deferred Compensation provision of the Unit 9 MOU for the period January 1, 2025 – December 31, 2028, attached as Revised Exhibit B, is applicable to Employee, retroactive to January 1, 2025.

7. Section 4 entitled "Performance Appraisal" of the Agreement as Amended is amended to read as follows:

> 4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least once every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more frequently if necessary. Performance Appraisals shall be conducted annually. The process and timing for conducting the annual appraisal shall be set forth by City Council (e.g., in a Council Policy Manual section).
>
> (a) If City Council does not complete the Performance Appraisal process on or before May 31st, then Employee shall receive a salary increase of 2% or applicable most recent one-year CPI[1], whichever is less, retroactive to March 1, of that year. This salary increase is subject to the potential for an additional increase (but shall not be subject to decrease) upon completion of the performance review process.

8. 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:

Sujata Reuter
Chief Assistant City Attorney

Dated: 10-09-2025

LISA M. GILLMOR
Mayor

GLEN R. GOOGINS
Employee

[1] Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: ASSISTANT DIRECTOR (JOB CODE 133)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Various	Various	Exempt

CLASS SUMMARY

Under administrative direction, incumbents provide executive leadership and administrative support across operational, financial, regulatory, and strategic functions within a City department. This position supports executive management in the development and implementation of departmental policies and procedures; personnel management; budget administration; and program development, and evaluation. Incumbents assist in planning, organizing, coordinating, and evaluating departmental programs, services, and internal operations. The Assistant Director may act on behalf of the Director in their absence. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Assistant Director is an executive departmental management classification. This position is distinguished from mid-level managerial roles by its broad scope of responsibility, high-level decision-making authority, and leadership engagement with Citywide strategic goals. Incumbents operate with significant independence, exercising discretion in planning and achieving departmental priorities. This position performs work that requires the use of considerable independence, initiative, and discretion within established guidelines. This classification is differentiated from the lower-level Deputy Director classification in that it has responsibility to manage functions of the entire Department.

As a member of the City's unclassified service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- A bachelor's degree in a related field of work, AND
- Six (6) years of increasingly responsible experience in business management and/or administration, operations, or maintenance, with a minimum of two (2) years of experience at a supervisory or managerial capacity.
- A graduate or professional degree (e.g., MPA, MBA, JD) and prior executive experience preferred and may be required for select positions.

ACCEPTABLE SUBSTITUTION

When assigned to Community Development: Additional years of experience may be substituted on a year for year basis for the master's degree up to two (2) years. A bachelor's degree from an accredited college or university in City Planning, Architecture, Engineering or related field is required.

LICENSES/CERTIFICATIONS

- A valid State of California driver's license may be required for select positions.
- Certain positions may require possession of a specialized certificate, license, and/or registration related to a specific area of responsibility.

DESIRABLE QUALIFICATIONS

An advanced degree and/or specialized licenses or certifications in the related area of responsibility.

OTHER REQUIREMENTS

- Must be able to perform all of the essential functions of the job with or without reasonable accommodation.
- May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under administrative direction, the incumbent will:

- Supervise mid-level department management, supervisory and professional staff to include: prioritizing and assigning work; conducting performance evaluations; and making hiring, termination, and disciplinary recommendations;
- Directs or conducts special studies and reports, providing recommendations and substantive information for policy and decision making, and prepares recommendations for the Department Director;
- Confers regularly with the Department Director for overall instructions and policy guidance, and strategic priorities;
- Assists the Department Director in the acquisition, compilation, analysis, and presentation of statistical, financial, and operational data, including information required to obtain Federal and State funds for various project;
- Participates in negotiations and directs the preparation of contracts, agreements, grants, and specifications;
- Acts for the Director in public relations and liaison matters; meets the public, receives complaints; prepares and gives talks; attends conferences and meetings;
- Appears before the City Council with or for the Director on matters pertaining to a City department;
- Supports the planning, organization, and strategic direction of departmental operations by implementing innovative practices, uses technological development and applications to improve efficiency and internal controls, and participates in short- and long-term planning for departmental programs, facilities, and policies;
- Provides support in the preparation, justification, and administration of the departmental, operational, and capital budgets;
- Participates in and advises on the development of citywide or department policies and initiatives;

ASSISTANT DIRECTOR (133)

- Acts in the absence of the Director and provides leadership and guidance to department staff. Reviews and approves or disapproves plans, reports, and specifications in the absence of the Director;
- Develop and implement departmental goals, objectives, and guidelines as part of department executive management team; and
- Perform other related duties as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices of public and business administration;
- The principles and practices of the City's budgeting and accounting system;
- Organization, functions, and governance structure of municipal governments;
- Applicable local, State, and Federal laws, rules, regulations, and guidelines related to assigned specialty areas;
- The City's personnel policies, including the Civil Service System, Affirmative Action Program, and Personnel Administrative Manual;
- Principles and practices of management, supervision, training, and performance evaluation;
- Research methods, statistical analysis, and data-driven decision-making techniques;
- Problem solving and conflict resolution practices and techniques;
- Pertinent local, State and Federal rules, regulations and laws; and

Ability to:

- Plan, develop, implement, and evaluate complex administrative programs and initiatives;
- Ability to develop, coordinate, and direct subordinate professional staff in an effective manner;
- Analyze complex problems; identify and evaluate alternatives; assess consequences; and implement effective, timely solutions;
- Exercise sound judgment in organizing work, setting priorities, and making decisions consistent with assigned authority and City policies;
- Prepare and present clear, concise, accurate, and persuasive reports, correspondence, and recommendations, both orally and in writing;
- Communicate logically and effectively with diverse audiences, including elected officials, executive management, City staff, community groups, and external agencies;
- Read, interpret, and apply applicable laws, regulations, policies, and procedures;
- Establish and maintain effective, tactful, and collaborative working relationships with City employees, officials, the public, and governmental representatives;
- Represent departmental plans, policies, programs, and objectives effectively before public and civic organizations; and
- Perform the physical requirements of the position, including standing or walking for extended periods and bending, stooping, climbing, or lifting as necessary to perform assigned duties.

ASSISTANT DIRECTOR (133)

SUPERVISION RECEIVED
Works under the general direction of a Department Director, or other executive management staff.

SUPERVISION EXERCISED
Manages the professional, technical, and administrative support staff assigned.

CONFLICT OF INTEREST
Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

CLASSIFICATION HISTORY
Established 06/2026 (merge of various Assistant Department Director classifications Citywide)

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: DIVISION MANAGER (JOB CODE 136)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Various	Various	Exempt

CLASS SUMMARY

Under general direction, incumbents are responsible for planning, organizing, directing and coordinating operational and administrative service functions of an entire division or major operational function within a City department. Responsibilities include assisting executive management in the development and implementation of department policies and procedures, personnel management, budget administration, and program development and evaluation. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Division Manager is an intermediate departmental management classification. This position performs work that requires the use of considerable independence, initiative, and discretion within established guidelines. The Division Manager classification is distinguished from the Deputy Director which has responsibility for the management and oversight of daily operations, programs, and services of multiple divisions within a City department and may serve as an Assistant Director or Department Director in their absence. Division Manager is distinguished from lower-level management classifications in that it oversees a Citywide function, primary operation, or multiple programs and services within a division of a City department.

As a member of the City's unclassified service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager or City Attorney. An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- A bachelor's degree in a related field of work, AND
- Four (4) years of increasingly responsible experience in a related field of work, with a minimum of two (2) years of experience at a supervisory or managerial level.

ACCEPTABLE SUBSTITUTION

None

LICENSES/CERTIFICATIONS

- A valid State of California driver's license may be required for select positions.
- Certain positions may require possession of a specialized certificate, license, and/or registration related to a specific area of responsibility.

DESIRABLE QUALIFICATIONS

An advanced degree and/or specialized licenses or certifications in the related area of responsibility.

OTHER REQUIREMENTS

- Must be able to perform all of the essential functions of the job with or without reasonable accommodation.
- May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Plan, develop, coordinate, and direct activities of a Citywide function or primary operation OR daily operations, programs, and services of multiple divisions within a City department;
- Supervise subordinate management, supervisory and professional staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination, and disciplinary recommendations;
- Participate in and advises on the development of citywide or department policy;
- Develop and implement departmental goals, objectives, and guidelines as part of department executive management team;
- Prepare and implement operational and/or capital improvement budgets for assigned division, including projecting and forecasting revenue and expenditures, reviewing and analyzing budget requests;
- Prepare various monthly, quarterly and annual reports;
- Negotiate and maintain contracts, agreements, and leases;
- Serve as a liaison and present reports/information to the City Council, boards, committees, and other divisions or departments;
- Ensure Citywide or divisional compliance with federal and state laws, rules, and regulations and local codes and standards;
- Compile data and statistics and develops financial analysis and forecasts as required;
- May be responsible for directing the activities of consultants and contractors; and
- Perform other related duties as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices of assigned specialty area, including state and federal laws, regulations and guidelines in a municipal government;
- Research methods and statistical analysis;
- Principles of management, supervision, training and performance evaluation;
- Budgeting procedures and techniques;
- Research methods and statistical analysis;
- Problem solving and conflict resolution practices and techniques;

- Pertinent local, State and Federal rules, regulations and laws; and

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations to resolve specific issues, complaints or problems;
- Work effectively as a member of the department's management team to achieve common goals and be able to deliver excellent customer service to both internal and external City clients;
- Present statistical and narrative reports or correspondence clearly, concisely, logically, accurately and convincingly in oral and written form;
- Establish and maintain tactful and constructive relationships by collaborating with City employees including elected and senior officials and managers, the general public, and other governmental representatives;
- Work effectively and coordinate multiple projects and complex tasks simultaneously in time-sensitive situations and meet deadlines;
- Understand, interpret, and apply rules, standards, or procedures and persuade others to accept or adopt recommendations;
- Read, interpret and properly apply rules, regulations, laws and policies;
- Exercise good judgment in structuring and organizing work and setting priorities;
- Formulate reasonable and effective conclusions;
- Determine methodologies and obtain basic data necessary to evaluate solutions to complex problems and issues with multiple variables;
- Train, supervise, or evaluate assigned staff and their work;
- Make sound decisions in a manner consistent with the essential job functions;
- Communicate logically and clearly both orally and in writing; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of a Deputy Director, Assistant Director, Director, or other executive management staff.

SUPERVISION EXERCISED

Manages the professional, technical, and administrative support staff assigned.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

CLASSIFICATION HISTORY

Established 06/2026 (merge of various Division Manager classifications Citywide)

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Accounting Division Manager	109	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Audit Manager	201	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Budget & Treasury Division Mgr	113	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 207.099692	$ 35,897.28	$ 430,767.36
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 117.317250	$ 20,334.99	$ 244,019.88
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Elec Div Mgr - Engineering	104Q	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Generation	104R	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Operations	104P	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Substations	104M	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56

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Effective 3/1/2026
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			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Div Mgr - Transm, Distrib	104S	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr-Mkt A & P	107F	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Division Manager	104	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing & Comm Svc Div Mgr	075	9	$ 90.730038	$ 15,726.54	$ 188,718.48	$ 117.421500	$ 20,353.06	$ 244,236.72
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Human Resources Div Mgr	139	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Municipal Services Div Mgr	110	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48

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City of Santa Clara
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Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 133.290346	$ 23,103.66	$ 277,243.92
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Purchasing Division Manager	147	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Risk Manager	700	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84

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Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Accounting Division Manager	109	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Audit Manager	201	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Budget & Treasury Division Mgr	113	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72

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Unclassified/Elected Salary Plan

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Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 211.241712	$ 36,615.23	$ 439,382.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 117.317250	$ 20,334.99	$ 244,019.88
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Elec Div Mgr - Engineering	104Q	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Generation	104R	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Operations	104P	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Substations	104M	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Div Mgr - Transm, Distrib	104S	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr-Mkt A & P	107F	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Division Manager	104	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing & Comm Svc Div Mgr	075	9	$ 90.730038	$ 15,726.54	$ 188,718.48	$ 117.421500	$ 20,353.06	$ 244,236.72
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Human Resources Div Mgr	139	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Municipal Services Div Mgr	110	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48

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City of Santa Clara
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Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 133.290346	$ 23,103.66	$ 277,243.92
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Purchasing Division Manager	147	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Risk Manager	700	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84

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Unclassified/Elected Salary Plan

Effective 7/5/2026
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			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Manager	069	Appointed				$ 211.241712	$ 36,615.23	$ 439,382.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 123.300428	$ 21,372.07	$ 256,464.89
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Division Manager	136	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 117.421500	$ 20,353.06	$ 244,236.72
Elec Div Mgr - Engineering	104Q	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Generation	104R	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Operations	104P	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Substations	104M	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Transm, Distrib	104S	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr-Mkt A & P	107F	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Division Manager	104	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 137.794630	$ 23,884.40	$ 286,612.83
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED UNCLASSIFIED SALARY PLANS FOR THE POSITION OF CITY ATTORNEY, CITY MANAGER, AND VARIOUS OTHER POSITIONS WITH AN APPROVAL DATE OF JUNE 23, 2026, AND AN EFFECTIVE DATE OF MARCH 1, 2026, MAY 10, 2026, AND JULY 5, 2026

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions;

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Unclassified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, or when existing classifications are deleted;

WHEREAS, the attached Unclassified Salary Plan, attached as Exhibit 1, reflects salary modification for the position of City Attorney, with an approval date of June 23, 2026, and an effective date of March 1, 2026;

and

WHEREAS, the attached Unclassified Salary Plan, attached as Exhibit 2, reflects salary modification for the position of City Manager, with an approval date of June 23, 2026, and an effective date of May 10, 2026;

and

WHEREAS, the attached Unclassified Salary Plan, attached as Exhibit 3, reflects salary modifications to other existing classifications, new classifications, and deletion of existing classifications, with an approval date of June 23, 2026, and an effective date of July 5, 2026.

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

1. That the City hereby adopts the Amended Unclassified Salary Plans effective March 1, 2026, May 10, 2026, and July 5, 2026 reflecting wage increases approved by the City Council on June 23, 2026.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedules for unclassified positions, shall be adopted with an approval date of June 23, 2026, and have an effective date of March 1, 2026 for the position of City Attorney, May 10, 2026 for the position of City Manager, and July 5, 2026 for all other changes.

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 27TH DAY OF JANUARY, 2026, 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:
Exhibit 1: Unclassified Salary Plan (effective March 1, 2026) approved June 23, 2026
Exhibit 2: Unclassified Salary Plan (effective May 10, 2026) approved June 23, 2026
Exhibit 3: Unclassified Salary Plan (effective July 5, 2026) approved June 23, 2026

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Accounting Division Manager	109	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Audit Manager	201	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Budget & Treasury Division Mgr	113	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 207.099692	$ 35,897.28	$ 430,767.36
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 117.317250	$ 20,334.99	$ 244,019.88
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Elec Div Mgr - Engineering	104Q	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Generation	104R	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Operations	104P	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Substations	104M	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
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			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Div Mgr - Transm, Distrib	104S	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr-Mkt A & P	107F	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Division Manager	104	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing & Comm Svc Div Mgr	075	9	$ 90.730038	$ 15,726.54	$ 188,718.48	$ 117.421500	$ 20,353.06	$ 244,236.72
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Human Resources Div Mgr	139	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Municipal Services Div Mgr	110	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 133.290346	$ 23,103.66	$ 277,243.92
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Purchasing Division Manager	147	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Risk Manager	700	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 3/1/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Accounting Division Manager	109	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Audit Manager	201	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Budget & Treasury Division Mgr	113	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 211.241712	$ 36,615.23	$ 439,382.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 117.317250	$ 20,334.99	$ 244,019.88
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Elec Div Mgr - Engineering	104Q	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Generation	104R	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Operations	104P	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Substations	104M	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56

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City of Santa Clara
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Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Div Mgr - Transm, Distrib	104S	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr-Mkt A & P	107F	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Division Manager	104	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing & Comm Svc Div Mgr	075	9	$ 90.730038	$ 15,726.54	$ 188,718.48	$ 117.421500	$ 20,353.06	$ 244,236.72
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Human Resources Div Mgr	139	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Municipal Services Div Mgr	110	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48

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Unclassified/Elected Salary Plan

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Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 133.290346	$ 23,103.66	$ 277,243.92
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Purchasing Division Manager	147	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Risk Manager	700	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 5/10/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Manager	069	Appointed				$ 211.241712	$ 36,615.23	$ 439,382.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 123.300428	$ 21,372.07	$ 256,464.89
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Division Manager	136	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 117.421500	$ 20,353.06	$ 244,236.72
Elec Div Mgr - Engineering	104Q	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Generation	104R	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Operations	104P	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Substations	104M	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Transm, Distrib	104S	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr-Mkt A & P	107F	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 6/23/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Division Manager	104	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32

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Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 137.794630	$ 23,884.40	$ 286,612.83
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

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26-524 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on a Vesting Tentative Parcel Map (PLN25-00559) to Merge Four Existing Legal Parcels Into One Legal Parcel, With No Construction or Site Improvements Located at 3250 Jay Street. CEQA Status: Exempt from CEQA per Class 15 and Action to Adopt a CEQA Exemption Checklist 15183 for Future Redevelopment

BACKGROUND

On December 16, 2025, the applicant, Kier and Wright, on behalf of the property owners Four Corners Properties, submitted a Vesting Tentative Subdivision Parcel Map (File No. PLN25-00559) to allow the merger of four adjacent parcels (subject site) with a total area of 7.96 acres (APNs: 224-09-178, 224-09-171). Parcels One, Two, and Three (APN: 224-09-178) are 7.9 acres in the aggregate, while the parcel identified as 'Lands of City of Santa Clara' (APN: 224-09-171) is approximately 843 square feet. Parcels Two, Three, and 'Lands of City of Santa Clara' are remnant parcels from a previous street vacation. See the Vicinity Map (Attachment 1) for location of the property.

As shown on the Tentative Parcel Map (Attachment 4), the City of Santa Clara currently owns the 'Lands of City of Santa Clara' parcel and is in the process of conveying it to the owner of 3250 Jay Street. Sale of the 'Lands of City of Santa Clara' must be finalized prior to the vesting of the subject tentative parcel map.

The City Council is requested to approve the Vesting Tentative Parcel Map and determine that the lot merger is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315 (Class 15 - Minor Land Divisions). The subject site is currently occupied by two office buildings comprising 149,061 square feet, which the Property Owner intends to lease to a third party in the short term (the "Lease Proposal").

In addition, the City Council is requested to consider and adopt a CEQA Guidelines Section 15183 Consistency Checklist for a proposal to demolish the existing two buildings, surface parking, and landscaping to construct a new 160,000 square foot industrial building (the "Redevelopment Proposal"). The Section 15183 action is separate from the lot merger approval and would facilitate future consideration of the development proposal if pursued by the applicant.

The Project Site includes two, two-story buildings totaling 149,300 square feet, an associated parking lot and underground utilities. No site improvements, alterations, or construction are proposed under the Lease Proposal.

The applicant has also provided conceptual plans for a future redevelopment project on the merged site. While the tenant for the proposed building is unknown at this time, the proposed building would be occupied by uses allowed under the HO-RD zoning district, including Industrial (Minor), Printing and Publishing, and Storage (Warehouse/office) uses, which are allowed by right. In addition,

Wholesaling and Distribution Centers are conditionally permitted, but would require a use permit. Adoption of the Section 15183 Consistency Checklist would not approve or authorize construction of the future development project without a building permit, and for the wholesaling and distribution center, a use permit.

DISCUSSION

The site consists of four parcels: Parcel One, Parcel Two, and Parcel Three are zoned High-Intensity Office/Research and Development (HO-RD) and 'Lands of City of Santa Clara' is zoned Light Industrial (LI). Onsite improvements, such as existing buildings, parking lots, landscaping and underground utilities will not be affected by the subdivision.

Consistency with General Plan, Zoning Code and Subdivision Map Act

Vesting Tentative Parcel Map applications are reviewed for General Plan consistency, conformance with the Zoning Code and Chapter 17.05 of the City Code (Subdivisions), and conformance with the Subdivision Map Act.

The Subdivision Map Act requires that all maps be consistent with the General Plan, Gov't Code § 66474(a). The City's Subdivision Clearance Committee reviewed the Vesting Tentative Map and determined it to be complete on March 25, 2026. The project is consistent with the General Plan, as it does not propose a change in use and does not include any site improvements.

Planning Commission

Per Chapter 17.05.400 (e) (Subdivisions: Article V), subdivisions of four or fewer parcels are approved, denied, or conditionally approved by the City Council. Planning Commission review is not required unless the proposed development arouses extraordinary public concern.

Proposed City Council Action

The project is presented to the City Council for consideration and action. The following specific actions are required:

1. CEQA Determination - Lease Proposal
   Determine the tentative map to be exempt pursuant to CEQA Class 15 (Minor Land Divisions), Section 15315, for the Lease Proposal. A determination that future redevelopment is categorically exempt from CEQA is an "administrative" action, which is neither quasi-judicial nor legislative, but nevertheless requires specific findings. For a Class 15 exemption, the findings are:
   - Fewer Than Four Parcels: The merger would result in only one parcel
   - General Plan Consistency: The subdivision would be consistent with the General Plan land use designation of High Intensity Office R&D and Light Industrial in that no changes to the existing buildings are proposed.
   - Zoning Code Compatibility: The subdivision also meets the applicable development standards of the Zoning Code in that the minimum lot size, setbacks, and other development standards would be maintained.
   - Variances and Exceptions: No variances or exceptions are required to complete the merger and maintain the existing structure.
   - Services and Access Available: The lot merger would not change the availability of services to the site or change access.

- No Recent Divisions: The site has not been involved in a division of a larger parcel within the previous 2 years.
- No slope > 20%: The project site is relatively flat.

2. CEQA Checklist - Redevelopment Proposal
   Adopt the CEQA Section 15183 (Projects Consistent with a Community Plan or Zoning) checklist for future redevelopment of the site. A determination that future redevelopment is categorically exempt from CEQA is an "administrative" action, which is neither quasi-judicial nor legislative, but nevertheless requires specific findings. For a Section 15183 exemption, the findings are:
   - The project is consistent with a General Plan for which an EIR was certified, in that the proposed industrial uses would be consistent with the General Plan land use designation of High Intensity Office R&D and Light Industrial; and
   - All potential environmental impacts of the proposed project were previously analyzed in the General Plan EIR, in that an environmental checklist was prepared for the Project and it determined that there were no impacts peculiar to the project or the parcel.

3. Vesting Tentative Parcel Map Approval
   A Vesting Tentative Parcel Map is proposed to merge the four existing parcels into one parcel. Approval of a parcel map is a quasi-judicial action, requiring the following findings:
   - General Plan Consistency: The subdivision would be consistent with the General Plan land use designation of High Intensity Office R&D and Light Industrial in that no changes to the existing buildings are proposed. For the Redevelopment Proposal, the proposed 154,500 square foot building is consistent with the General Plan Designation of High Intensity Office / R&D standards by creating a new building that may be used for High Intensity Office Uses or Research and Development. The proposal also includes landscaped areas for employee activities.
   - Zoning Code Compatibility: The subdivision and the redevelopment proposal also meet the applicable development standards of the Zoning Code in that the minimum lot size, setbacks, and other development standards would be maintained.
   - Site Suitability: Much of the surrounding area includes similarly configured light industrial and/or office R&D properties.
   - No Adverse Effects: The design of the subdivision and type of improvements will not cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat. For the Lease Proposal, no physical changes to the property or existing buildings are proposed. For the Redevelopment Proposal, the project is not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a previously developed site, and the proposed building is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning).
   - Conflicts With Easements: As designed, the project would not conflict with any recorded public easements for access through or use of the proposed subdivision.
   - Natural/Passive Heating and Cooling: For the Lease Proposal, no physical changes

to the property or existing buildings are proposed. For the Redevelopment Proposal, the building will comply with requirements of the current CALGreen Code.

The Tentative Parcel Map includes the conditions of approval in the form drafted by staff (Attachment 3). No site improvements, alterations, or construction are proposed as part of the lot merger application.

ENVIRONMENTAL REVIEW

For the Lease Proposal, the Council is being asked to find that the lot merger is exempt from formal environmental review under CEQA Guidelines Section 15315 (Class 15 -- Minor Land Divisions), in that the project involves merging of urbanized land into fewer than four parcels and is served by existing municipal facilities.

CEQA also mandates that a lead agency conduct environmental review before the agency takes actions that foreclose alternatives, or commit the agency to definite course of action. Although the Property Owner will be leasing the existing building in the short run, he has also indicated a commitment to redevelopment of the site in the near future. As a result, the City must consider that potential redevelopment when approving the map. For the Redevelopment Proposal, the Council is being asked to adopt a Checklist under CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) for future redevelopment of the site. The associated analysis of CEQA exemption section 15183 is attached to this report as a link in Attachment 5.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the City 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.

On June 10, 2026, a notice of public hearing of the June 23 public hearing was published in the Weekly, a newspaper of general circulation. On June 11, 2026, the notice of public hearing for this item was mailed to 55 property owners and tenants within 500 feet of the project site. At the time of this staff report, no comments have been received by the Planning Division in support or opposition to the project.

RECOMMENDATION

1. Determine the tentative map to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15;
2. Adopt the Checklist Under CEQA Guidelines Section 15183 for the future redevelopment of

the site; and

3. Adopt a resolution to approve the Vesting Tentative Parcel Map to merge the four parcels at 3250 Jay Street, making the required findings and subject to conditions of approval.

Prepared by: Summer Foss, Assistant Planner, Community Development Department
Reviewed by: Afshan Hamid, Director of Community Development
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Vicinity Map
2. Approval Resolution
3. Conditions of Approval
4. Tentative Map
5. Link to Environmental Documents
6. Public Comment

Vicinity Map (Zoning)- 3250 Jay Street





Zoning

Land Parcels

- HO-RD - Office/R&D-High Intensity
- LI , ML - Light Industrial
- LO-RD - Low-Intensity Office/R&D
- PD - Planned Development

Base Layers

Land Parcels

- Land Parcels
- Right of Ways
- Common Areas

Streets

Notes:

PLN25-00559

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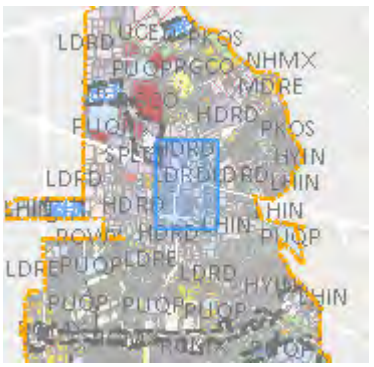
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Vicinity Map (General Plan)- 3250 Jay Street





General And Specific Plans

Specific Plan Boundaries

- Freedom Circle

General and Specific Plans

- Very High Density Residential
- High Intensity Office / R&D

Specific Plan Parcels

- Focus Areas

General Plan Phase II: 2015-2023

- High Density Residential
- Very High Density Residential
- Very High Density Residential / High Density Residential
- Low Intensity Office / R&D
- High Intensity Office / R&D
- Parks / Open Space
- Light Industrial

Base Layers

Land Parcels

- Land Parcels
- Right of Ways
- Common Areas

Streets

Notes:

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A VESTING TENTATIVE PARCEL MAP FOR THE PROPOSED LOT MERGER OF FOUR EXISTING LEGAL PARCELS INTO ONE LEGAL PARCEL, LOCATED AT 3250 JAY STREET, SANTA CLARA

PLN25-00559 (Tentative Map)

WHEREAS, on December 16, 2025, Kier and Wright ("Applicant") submitted a Vesting Tentative Parcel Map application (PLN25-000559) to allow the merger of four adjacent parcels with a total area of 7.96 acres (APNs: 224-09-178, 224-09-171), located at 3250 Jay Street ("Project Site");

WHEREAS, pursuant to Section 17.05.220 of the Code of the City of Santa Clara ("SCCC"), a Vesting Tentative Parcel Map shall be required for all subdivisions of land into four or fewer parcels (minor subdivisions);

WHEREAS, on March 17, 2026, the Subdivision Committee determined that the application was complete; and that the proposed Vesting Tentative Parcel Map should proceed to the City Council in conformance with Section 17.05.400 of the SCCC;

WHEREAS, SCCC Section 17.05.400(e) requires that the City Council deny, approve, or conditionally approve the Vesting Tentative Parcel Map;

WHEREAS, the proposal is to merge four adjacent parcels (subject site) with a total area of 7.96 acres as shown on the Vesting Tentative Parcel Map, attached hereto and incorporated herein by this reference;

WHEREAS, the Applicant intends to lease the existing 149,061 sf structures to a third party and make no physical improvements in the short term (the "Lease Proposal"), but has also committed to redeveloping the site in the near future by demolishing the existing buildings, surface parking and landscaping to construct a one-story 160,000 sf industrial building (the "Redevelopment Proposal");

WHEREAS, on June 10, 2026, a notice of a public hearing to be held on June 23, 2026 was published in the *Weekly*, a newspaper of general circulation;

WHEREAS, on June 11, 2026, notices of the public hearing on the Vesting Tentative Subdivision Parcel Map were mailed to 55 property owners and tenants within 500 feet of the property, according to the most recent Assessor's roll;

WHEREAS, on June 23, 2026, the City Council made a determination that the proposed lot merger was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Class 15, Section 15315 –Minor Land Divisions for the Lease Proposal, and pursuant to CEQA Guidelines Section 15183 – Projects Consistent with a Community Plan, General Plan, or Zoning for the Redevelopment Proposal; and

WHEREAS, on June 23, 2026, City Council held a duly noticed public hearing to consider the Project, during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Tentative Parcel Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.400(f), the City Council finds and determines that:

A. The Vesting Tentative Parcel Map is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan in that the Tentative Map is consistent with the General Plan Designations of High Intensity Research and Development and Light Industrial. The Redevelopment Proposal is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan in that the proposed 154,500 square foot, high intensity office R&D building complies with the intent of the High-Intensity Office/Research and Development (R&D) land use designation.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan, in that the General Plan land use designation of High Intensity Office R&D and Light Industrial would be maintained. For the Lease Proposal, no physical changes to the site

are being proposed. The Redevelopment Proposal complies with General Plan Land Use and Transitional Goals and Polices of the General Plan by redeveloping the site with a campus-like developments for corporate headquarters, R&D and supporting uses, with landscaped areas for employee activities.

C. The site is physically suitable for the proposed type of development, in that both proposals are compatible with the adjacent uses and the zoning code, and the zoning and General Plan designation allow for both types of uses.

D. The site is physically suitable for the proposed intensity of development, in that the Project Site is located in an area that includes similarly configured light industrial and/or office R&D properties.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the Lease Proposal would result in no physical changes to the site, and the Redevelopment Proposal would not be likely to cause serious health problems, in that the proposed building will implement Covenants, Conditions, and Restrictions for operation and maintenance of the site improvements.

F. The design of the subdivision and type of improvements will not cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat. For the Lease Proposal, no physical changes to the property or existing buildings are proposed. For the Redevelopment Proposal, the type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a previously developed site, and the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Exemption Checklist 15183 for Future Redevelopment.

G. The tentative parcel map will not conflict with any recorded public easements for access through or use of the proposed subdivision. The Lease Proposal would involve no

physical improvements, and so no easements or access would be altered, and the Redevelopment Proposal has been designed to avoid any such conflicts.

H. The tentative parcel map provides, to the extent feasible, for passive or natural heating or cooling opportunities, in that the Lease Proposal does not propose any physical changes to the property or existing building, and the Redevelopment Proposal will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

4. 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 23RD DAY OF JUNE 2026, 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. Vesting Tentative Parcel Map
2. Conditions of Vesting Tentative Parcel Map Approval

Conditions of Approval: Subdivision

PROJECT PLN25-00559 / 3250 Jay Street

Tentative map to merge four existing legal parcels into one parcel, with no construction or site improvements proposed.

GENERAL / PERFORMANCE

G1. **Subdivision Expiration.** This subdivision shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this subdivision is the date this subdivision is approved by the decision-making body and the appeal period has been exhausted. The expiration date is July 23, 2028.

G2. **Conformance with Plans.** The lot design on the subdivision map shall be designed in substantial conformance with the subdivision map, as approved by the decision-making body.

G3. **Conditions on Plans.** All conditions of approval for this subdivision shall be reprinted and included within the first three sheets of the subdivision map sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the owner or designee's new improvements, then the cost of said relocation shall be borne by the owner.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

a. During construction retaining a single company to install all fire related penetrations is highly recommended.
b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
c. All stair shafts shall be minimum 1-hour rated.
d. All elevator shafts shall be minimum 1-hour rated.
e. All trash chute shafts shall be minimum 1-hour rated.

f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.
a. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
b. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G9. **Code Compliance.** Comply with all applicable codes, regulations, ordinances and resolutions.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

PRIOR TO RECORDATION OF FINAL MAP

P1. **Parcel Sale Finalization.** Prior to the finalization of the Tentative Map, the applicant shall finalize the sale of Parcel APN: 224-09-171 with the City of Santa Clara. Proof of completion of the transaction shall be provided to the Planning Division.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

BD2. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

BD3. **Flood Zone.** The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

BD4. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

BD5. **Water Pollution Control.** The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page:

BD6. https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

BD7. **Exterior walls:** The wall rating, opening protections and projection of the existing and new structures shall comply with the requirement of Building Codes based on the fire separation distance measured from the building's exterior to new lot lines.

BD8. **Access and circulation:** each new parcel created by the subdivision shall have legal access to a public way, either directly or through a recorded easement.

BD9. **Underground utility:** all existing and proposed utility shall not cross the new lot lines

FIRE DEPARTMENT

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

F1. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

PARKS & RECREATION DEPARTMENT

DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

PR1. For residential projects, park in-lieu fees imposed pursuant to City Code Chapter 17.35 and the Quimby Act, shall be due and payable to the City prior to issuance of a building permit for each dwelling unit. Final calculations shall be based on the actual number and type of units, as well as the mix of eligible private recreational amenities, dedicated parkland, and any remaining fee due, as determined at the City's discretion.

PRIOR TO APPROVAL OF FINAL MAP

PR2. Provide a covenant, such as the Covenants, Conditions, and Restrictions (CC&R's), to the City Attorney for review and approval, ensuring the ongoing maintenance of private

recreational amenity spaces for which parkland dedication credit is received. The covenant shall be submitted to the City Attorney prior to approval of the final subdivision map, and once approved, shall be recorded concurrently with the final map.

PUBLIC WORKS DEPARTMENT - ENGINEERING

DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

E3. **Easement.** Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

E4. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E5. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E6. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E7. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E8. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E9. **Easement.** Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E10. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be one (1) foot behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E11. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION

DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

L1. **Transportation Design** - Traffic improvements must comply with the City of Santa Clara Standard Details and Specifications for Public Works Construction

SILICON VALLEY POWER

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

SVP1. **Costs & Expenses.** Unless expressly stated otherwise or covered by a fee to be paid by the applicant, applicant shall be responsible for all costs and expenses associated with fulfilling these conditions of approval.

SVP2. **Applicant Design Process.** Available to Applicants to expedite distribution electric substructure design.

SVP3. **SVP Rules and Regulations.** Applicant shall comply with all applicable SVP rules, regulations, standards, guidelines, and requirements, as may be amended from time to time.

SVP4. **SVP Standards.** Applicant shall comply with the following SVP standards (as may be amended or supplemented).

a. UG1000 - Installation of Underground Substructures by Developers
b. UG1250 – Encroachment Permit Clearances from Electric Facilities
c. UG0339 – Remote Switch Pad
d. OH1230 – Tree Clearances from Overhead Electric Lines
e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
f. UG1225 – Pad mounted Equipment Clearances and Protection
g. UG0250 – High Density Residential Metering Requirements
h. FO-1901 – Fiber Optic Splicing and Testing Methods
i. SVP Rules and Regulations – Latest Edition

SVP5. **SVP Standards, Miscellaneous:**

a. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt") and cannot be supported on parking garage ceilings or placed on top of structures.
b. No splice boxes are allowed between the SVP utility connection point and the applicants main switch board.
c. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP6. **Meter Locations:**

a. For condominium or apartment, all electric meters and service disconnects shall be grouped at one location, outside of the building or in a accessible utility room. If they are townhomes or single-family residences, then each unit shall have its own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

b. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP7. **Underground Service Entrance**

a. (277/480V Service or Lower) Underground service entrance conduits and conductors shall be “privately” owned, maintained, and installed per City Building Inspection Division Codes to the SVP defined utility connection point.

b. (12KV Service) SVP terminates cable on the applicant owned switchgear.

c. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

SVP8. **Existing Facilities:**

a. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel in a separate document. It is the Applicants responsibility to maintain all clearances from equipment and easements. The Applicant may contact SVP outside of the PCC process for clear definitions of these clearance requirements. Applicant should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.

b. Any relocation of existing electric facilities shall be at Applicants expense.

WATER & SEWER DEPARTMENT

DESIGN/ PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

W1. **Previous Approvals.** Permittee shall abide by and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W2. **Related Approvals.** Applicant shall comply with all related City approvals, entitlements, permits, or requirements associated with the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W3. **Separate Services.** Applicant shall provide separate water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way services for each parcel to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Services cannot cross a different parcel than the one it serves. No parcel shall be created that requires an easement from an adjacent parcel in order to be served unless explicitly authorized by the Director of Water and Sewer Utilities. Tapping on existing fire service line(s) is

prohibited. Approved backflow prevention device(s) are required on all potable water services.

W4. **Easements.** Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W5. **Conditional Releases.** The applicant shall comply with all the requirements of any building permit conditional release requirements.

KEY:

G = General

P = Planning Division

BD = Building Division

H = Housing & Community Services Division

F = Fire Department

PR = Parks & Recreation Department

PD = Police Department

E = Engineering Division

Streets Division (Landscape, Solid Waste, and Stormwater)

L = Landscape

SW = Solid Waste

SVP = Silicon Valley Power

W = Water & Sewer Department

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

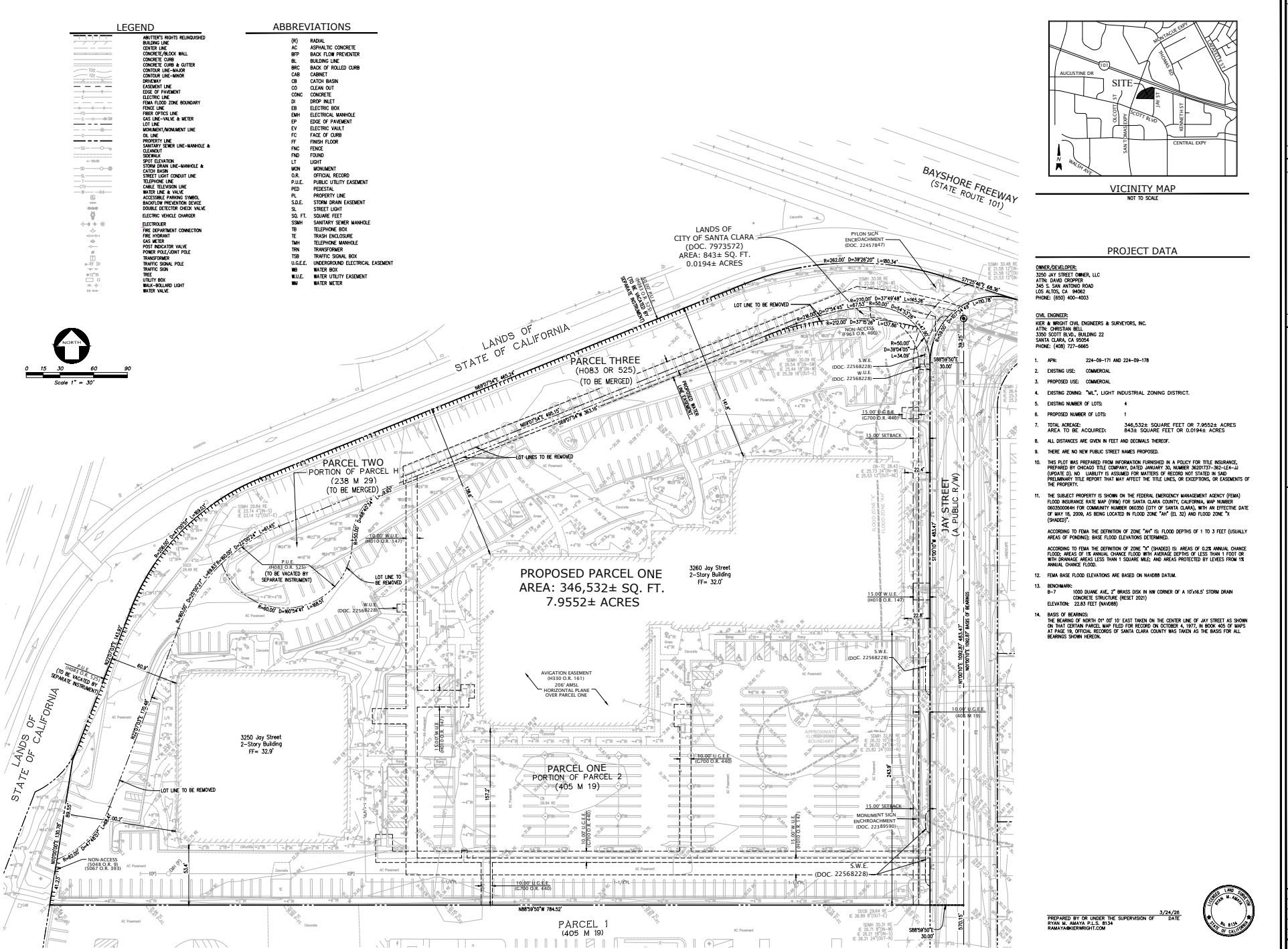
Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

LEGEND

ABUTTER'S RIGHTS RELINQUISHED
BUILDING LINE
CENTER LINE
CONCRETE/BLOCK WALL
CONCRETE CURB
CONCRETE CURB & GUTTER
CONTOUR LINE-MAJOR
CONTOUR LINE-MINOR
DRIVEWAY
EASEMENT LINE
EDGE OF PAVEMENT
ELECTRIC LINE
FEMA FLOOD ZONE BOUNDARY
FENCE LINE
FIBER OPTICS LINE
GAS LINE-VALVE & METER
LOT LINE
MONUMENT/MONUMENT LINE
OIL LINE
PROPERTY LINE
SANITARY SEWER LINE-MANHOLE & CLEANOUT
SIDEWALK
SPOT ELEVATION
STORM DRAIN LINE-MANHOLE & CATCH BASIN
STREET LIGHT CONDUIT LINE
TELEPHONE LINE
CABLE TELEVISION LINE
WATER LINE & VALVE
ACCESSIBLE PARKING SYMBOL
BACKFLOW PREVENTION DEVICE
DOUBLE DETECTOR CHECK VALVE
ELECTRIC VEHICLE CHARGER
ELECTROLIER
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GAS METER
POST INDICATOR VALVE
POWER POLE/JOINT POLE
TRANSFORMER
TRAFFIC SIGNAL POLE
TRAFFIC SIGN
TREE
UTILITY BOX
WALK-BOLLARD LIGHT
WATER VALVE

ABBREVIATIONS

(R)	RADIAL
AC	ASPHALTIC CONCRETE
BFP	BACK FLOW PREVENTER
BL	BUILDING LINE
BRC	BACK OF ROLLED CURB
CAB	CABINET
CB	CATCH BASIN
CO	CLEAN OUT
CONC	CONCRETE
DI	DROP INLET
EB	ELECTRIC BOX
EMH	ELECTRICAL MANHOLE
EP	EDGE OF PAVEMENT
EV	ELECTRIC VAULT
FC	FACE OF CURB
FF	FINISH FLOOR
FNC	FENCE
FND	FOUND
LT	LIGHT
MON	MONUMENT
O.R.	OFFICIAL RECORD
P.U.E.	PUBLIC UTILITY EASEMENT
PED	PEDESTAL
PL	PROPERTY LINE
S.D.E.	STORM DRAIN EASEMENT
SL	STREET LIGHT
SQ. FT.	SQUARE FEET
SSMH	SANITARY SEWER MANHOLE
TB	TELEPHONE BOX
TE	TRASH ENCLOSURE
TMH	TELEPHONE MANHOLE
TRN	TRANSFORMER
TSB	TRAFFIC SIGNAL BOX
U.G.E.E.	UNDERGROUND ELECTRICAL EASEMENT
WB	WATER BOX
W.U.E.	WATER UTILITY EASEMENT
WM	WATER METER



VICINITY MAP

NOT TO SCALE

PROJECT DATA

OWNER/DEVELOPER:
3250 JAY STREET OWNER, LLC
ATTN: DAVID CROPPER
345 S. SAN ANTONIO ROAD
LOS ALTOS, CA 94062
PHONE: (650) 400-4003

CIVIL ENGINEER:
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
ATTN: CHRISTIAN BELL
3350 SCOTT BLVD., BUILDING 22
SANTA CLARA, CA 95054
PHONE: (408) 727-6665

1. APN: 224-09-171 AND 224-09-178
2. EXISTING USE: COMMERCIAL
3. PROPOSED USE: COMMERCIAL
4. EXISTING ZONING: "ML", LIGHT INDUSTRIAL ZONING DISTRICT.
5. EXISTING NUMBER OF LOTS: 4
6. PROPOSED NUMBER OF LOTS: 1
7. TOTAL ACREAGE: 346,532± SQUARE FEET OR 7.9552± ACRES
   AREA TO BE ACQUIRED: 843± SQUARE FEET OR 0.0194± ACRES
8. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.
9. THERE ARE NO NEW PUBLIC STREET NAMES PROPOSED.
10. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A POLICY FOR TITLE INSURANCE, PREPARED BY CHICAGO TITLE COMPANY, DATED JANUARY 30, NUMBER 36201737-362-LE4-JJ (UPDATE D). NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
11. THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SANTA CLARA COUNTY, CALIFORNIA, MAP NUMBER 06085C0064H FOR COMMUNITY NUMBER 060350 (CITY OF SANTA CLARA), WITH AN EFFECTIVE DATE OF MAY 18, 2009, AS BEING LOCATED IN FLOOD ZONE "AH" (EL 32) AND FLOOD ZONE "X (SHADED)".

    ACCORDING TO FEMA THE DEFINITION OF ZONE "AH" IS: FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.

    ACCORDING TO FEMA THE DEFINITION OF ZONE "X" (SHADED) IS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
12. FEMA BASE FLOOD ELEVATIONS ARE BASED ON NAVD88 DATUM.
13. BENCHMARK:
    B-7 1000 DUANE AVE., 2" BRASS DISK IN NW CORNER OF A 10'x16.5' STORM DRAIN CONCRETE STRUCTURE (RESET 2021)
    ELEVATION: 22.83 FEET (NAVD88)
14. BASIS OF BEARINGS:
    THE BEARING OF NORTH 01° 00' 10" EAST TAKEN ON THE CENTER LINE OF JAY STREET AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON OCTOBER 4, 1977, IN BOOK 405 OF MAPS AT PAGE 19, OFFICIAL RECORDS OF SANTA CLARA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

3/24/26
PREPARED BY OR UNDER THE SUPERVISION OF DATE
RYAN M. AMAYA P.L.S. 8134
RAMAYA@KIERWRIGHT.COM

LICENSED LAND SURVEYOR RYAN M. AMAYA No. 8134 STATE OF CALIFORNIA

NO.	BY	REVISION

KIER+WRIGHT
3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

VESTING TENTATIVE MAP NO.
OF
3250 AND 3260 JAY STREET
FOR
FOUR CORNERS PROPERTIES
SANTA CLARA, CALIFORNIA

DATE	JAN., 2026
SCALE	
SURVEYOR	RMA
DRAWN BY	DFH
JOB NO.	A24299-2
SHEET	1

1 OF 1 SHEETS

Z:\2024\A24299-2\DWG\SURVEY\MAPPING\TENTATIVE MAP\A24299-2-TM.dwg 3-24-26 03:25:17 PM dhenderson

Weblink to Environmental Documents for proposed Tentative Parcel Map at 3250 Jay Street

https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/682/15209

This document is available for review in the Community Development Department
Planning Division

Outlook

PLN25-00559 - 3250 Jay Street

From Tiffany Pan <tpan@go-ci.com>
Date Thu 6/18/2026 11:07 AM
To Summer Foss <SFoss@SantaClaraca.gov>

You don't often get email from tpan@go-ci.com. Learn why this is important

Hi,

I have received city notice of public hearing today. I am the owner of the property of 2090 Duane Ave.

I wonder why the merge is being requested. Does the merger increase the site's allowable development?

Best Regards,

Tiffany Pan
CRYSTAL INSTRUMENTS
2090 Duane Avenue, Santa Clara, CA 95054 | Office: (408) 986-8880

26-508 Agenda Date: 6/23/2026

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action to approve (1) the 2025 Urban Water Management Plan and (2) the 2025 Water Shortage Contingency Plan

BACKGROUND

State law requires that any urban water supplier that provides water for municipal purposes to more than 3,000 customers or serves more than 3,000 acre-feet annually, adopt an Urban Water Management Plan (UWMP) every five years, demonstrating water supply reliability in normal, single dry, and multiple dry years.

In November 2009, the California State legislature passed the Water Conservation Act of 2009 (also known as SB X7-7). SB X7-7 required the State of California to achieve a 20% reduction in urban per capita water use by the end of 2020. As part of this legislation, the City of Santa Clara Water & Sewer Utilities Department was required to set water use targets to be met by 2020, which were initially developed in the 2010 UWMP. The City has met the conservation compliance targets.

Additionally, in response to the severe drought of 2012-2016, new legislation in 2018 mandated a Water Shortage Contingency Plan (WSCP), requiring water suppliers to prepare and adopt a WSCP as part of their 2020 UWMP. This WSCP has been revised and updated to comply with California Water Code Section 10632.

The City last updated its UWMP and WSCP in 2021 (i.e., 2020 UWMP). The 2020 UWMP provided the City with a reliable water management action plan that could be referred to with confidence and continuously as water supply conditions changed and new developments were proposed within the City. The 2020 UWMP assisted the City with assessing available supply to meet future water demands.

DISCUSSION

The 2025 UWMP projects that the City will meet projected water demands through 2050, with no anticipated supply shortfalls. The 2025 UWMP assessed the City's ability to meet projected water demands under varying supply scenarios, including single- and multiple-dry-year scenarios, loss of San Francisco Public Utilities Commission (SFPUC) supply, and the phased implementation of the Bay Delta Plan applicable at the time the 2025 UWMP was prepared.

The WSCP specifies opportunities to promote water conservation, enforce prohibitions on water waste, and reduce demand during water shortages.
The WSCP is intended to serve as an action plan for the City during drought or catastrophic water supply shortages. The City's WSCP has been updated to correspond with the State's six standard water shortage levels. The six standard water shortage levels correspond to progressive ranges of 10

-, 20-, 30-, 40-, and 50-percent shortages, as well as greater than 50-percent shortages. Response actions to reduce water demand are outlined for each shortage level, including communication protocols and procedures to inform residents, businesses, and the City Council of any current or predicted shortages. Activation or deactivation of a water shortage level contained in the WSCP must be approved by the City Council through adoption of a Resolution.

After the adoption of the 2025 UWMP, Water Supply Assessments (WSAs) will be completed for projects not approved by the City Council and whose water demands were not specifically included in the UWMP's growth projections. WSAs will reference the currently adopted UWMP to assess the City's ability to meet additional water demand.

ENVIRONMENTAL REVIEW

The action being considered is statutorily exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15282(v), which exempts the preparation and adoption of the UWMPs.

FISCAL IMPACT

Adoption of the 2025 UWMP and 2025 WSCP does not have a fiscal impact beyond the staff time to prepare them. The UWMP forecasts increased water demands based on growth in Santa Clara over the planning horizon. These increased demands may result in higher costs to purchase water from wholesalers such as the Santa Clara Valley Water District and the SFPUC. The WSCP outlines conservation and demand management strategies to be implemented during severe drought. These strategies will likely come with costs above budget. The actual level of increased costs caused by either the UWMP or WSCP is unknown at this time.

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.

Public participation is required as part of the 2025 UWMP and WSCP preparation. This effort was completed in conjunction with other water retailers, public agencies and water wholesalers. This agenda item will serve as the virtual and public hearing regarding the 2025 UWMP update and WSCP update. A copy of the City's proposed 2025 UWMP and WSCP are available online on the City's website for review prior to the public hearing.

Newspaper notice of this public hearing was published in the Santa Clara Weekly, a newspaper of general circulation, on June 3 and June 10, 2026, in accordance with California Water Code Section 10642.

RECOMMENDATION

1. Determine that the proposed actions are statutorily exempt from the California Environmental

Quality Act (CEQA) pursuant to Section 15282(v) of Title 14 of California Code of Regulations;
2. Adopt a Resolution approving the 2025 Urban Water Management Plan; and
3. Adopt a Resolution approving the 2025 Water Shortage Contingency Plan

Reviewed by: John Ramirez, Director, Water and Sewer Utilities
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS
1. Proposed Resolution Approving the 2025 Urban Water Management Plan
2. Proposed Resolution Approving the Water Shortage Contingency Plan
3. 2025 Urban Water Management Plan
4. 2025 Water Shortage Contingency Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING THE 2025 URBAN WATER MANAGEMENT PLAN

WHEREAS, the California Urban Water Management Planning Act requires that urban water suppliers annually providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water adopted and periodically update an Urban Water Management Plan ("UWMP") to assess the reliability of its water sources over a 20-year planning horizon;

WHEREAS, the City of Santa Clara last prepared an UWMP in June 2021, filed with the California Department of Water Resources;

WHEREAS, the City of Santa Clara has prepared the 2025 Urban Water Management Plan (2025 UWMP) in accordance with applicable sections of the California Water Code;

WHEREAS, the City of Santa Clara provided notice via e-mail on February 03, 2026 to local cities and agencies that the City will be reviewing its current UWMP and considering amendments or changes;

WHEREAS in May 2011, the City prepared Water Use Goals and adopted applicable methodology for meeting those Water Use Goals under Senate Bill 7 (7th Extraordinary Session), also known as "Senate Bill x7-7" or "Water Conservation Act of 2009", a final update reporting compliance in Water Use Goals in 2020 is contained within the 2025 UWMP; and,

WHEREAS, on June 23, 2026, the City Council conducted a public hearing on the proposed 2025 UWMP at a regularly scheduled meeting, at which time all interested persons were given an opportunity to present verbal and written testimony and evidence.

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

1. Approval of 2025 Urban Water Management Plan. The Council has reviewed the 2025 UWMP at a regular public meeting conducted on June 23, 2026. Based upon the data and conclusions set forth therein, and the evidence and testimony presented at the public meeting,

the Council hereby finds that there is adequate water to supply without creating a negative impact on the groundwater basin and that the City has an adequate supply to provide water for the City during single or multiple dry years for at least a 20-year projection. The Council hereby approves and adopts the 2025 Urban Water Management Plan. The 2025 Urban Water Management Plan will be filed with the California Department of Water Resources within 30 days of adoption.

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 ___ DAY OF _____, 2026, 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: The 2025 Urban Water Management Plan

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, in response to the severe drought of 2012-2016, new legislation in 2018 created a Water Shortage Contingency Plan (WSCP) mandate replacing the water shortage contingency analysis under former law;

WHEREAS, permanent water waste prohibitions contained in the City's Water Service and Use Rules and Regulations remain in effect at all times;

WHEREAS, the City of Santa Clara provided notice via e-mail on February 03, 2026, to local cities and agencies that the City will be updating its existing WSCP;

WHEREAS, the City of Santa Clara prepared an updated WSCP to include six standard water shortage levels per California Water Code Section 10623; and,

WHEREAS, on June 23, 2026, the City Council conducted a public hearing on the proposed WSCP at a regularly scheduled meeting, at which time all interested persons were given an opportunity to present verbal and written testimony and evidence.

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

1. Approval of the City's Water Shortage Contingency Plan. The Council has reviewed the WSCP at a regular public meeting conducted on June 23, 2026. Based on the evidence and testimony presented at the public meeting, the Council hereby approves adoption of the WSCP for utilization during times of drought or catastrophic supply shortages as recommended by Water Department staff.

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 ___ DAY OF _____, 2026, 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: 2025 Water Shortage Contingency Plan

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

PREPARED BY

WEST YOST



CITY OF SANTA CLARA

2025 URBAN WATER MANAGEMENT PLAN

PUBLIC REVIEW DRAFT

MAY
2026

2025 Urban Water Management Plan

Prepared for

City of Santa Clara

Project No. 1078-60-23-01

DRAFT

Prepared by: Elizabeth Drayer, PE, RCE #46872	Date
QA/QC Review: Rhodora Biagtan, PE, RCE #59371	Date

WEST YOST
Water. Engineered.

DRAFT REPORT | MAY 2026

Table of Contents

EXECUTIVE SUMMARY ES-1

Introduction ES-1

California Water Code Requirements ES-1

City of Santa Clara Water System ES-2

Water Use By City Customers ES-2

City of Santa Clara Water Supplies ES-2

Conservation Target Compliance ES-3

City of Santa Clara Water Service Reliability ES-3

Water Shortage Contingency Plan ES-4

UWMP Preparation, Review, and Adoption ES-4

CHAPTER 1 Introduction 1-1

1.1 Introduction 1-1

1.2 Importance and Extent of City's Water Management Planning Efforts 1-1

1.3 Changes from 2020 UWMP 1-1

1.4 Plan Organization 1-2

CHAPTER 2 Plan Preparation 2-1

2.1 Basis for Preparing a Plan 2-1

2.2 Individual or Regional Planning and Compliance 2-1

2.3 Fiscal or Calendar Year and Units of Measure 2-2

2.4 Coordination and Outreach 2-2

2.4.1 Wholesale and Retail Coordination 2-3

2.4.2 Coordination with Other Agencies and the Community 2-3

2.4.3 Notice to Cities and Counties 2-4

CHAPTER 3 Service Area Description 3-1

3.1 General Description 3-1

3.2 Service Area Boundary 3-2

3.3 Service Area Climate 3-6

3.4 Service Area Population and Demographics 3-7

3.4.1 Service Area Population 3-7

3.4.2 Other Social, Economic, and Demographic Factors 3-8

3.5 Land Uses within Service Area 3-9

3.5.1 Current Land Uses 3-9

3.5.2 Projected Land Uses 3-9

DRAFT

Table of Contents

CHAPTER 4 Water Use Characterization 4-1

4.1 Non-Potable Versus Potable Water Use 4-1

4.2 Water Use by Sector 4-1

4.2.1 Historical Potable Water Use 4-2

4.2.2 Current Water Use 4-2

4.2.3 Projected Water Use 4-3

4.2.4 Characteristic Five-Year Water Use 4-4

4.2.5 Estimating Future Water Savings 4-4

4.2.6 Water Use for Lower Income Households 4-5

4.3 Distribution System Water Losses 4-5

4.4 Climate Change Considerations 4-8

CHAPTER 5 SB X7-7 Baselines, 2020 Target, and 2025 Reporting 5-1

5.1 Overview and Background 5-1

5.2 2020 Daily Per Capita Water Use Compliance 5-1

5.3 Regional Alliance 5-2

CHAPTER 6 Normal-Year Water Supply Characterization 6-1

6.1 Purchased or Imported Water 6-1

6.1.1 Treated Surface Water from SFPUC 6-1

6.1.1.1 Description of SFPUC Regional Water System 6-1

6.1.1.1.1 RWS Distribution 6-1

6.1.1.1.2 Water Treatment 6-3

6.1.1.1.3 Water Storage 6-4

6.1.1.2 Wholesale Water Contractual Obligations 6-5

6.1.1.3 Future Water Supply Decisions 6-6

6.1.2 Treated Surface Water from Valley Water 6-6

6.2 Groundwater 6-7

6.2.1 Groundwater Basin Management 6-8

6.2.2 Groundwater Use – Past Five Years 6-10

6.2.3 Groundwater Use – Projected 6-10

6.3 Stormwater 6-10

6.4 Wastewater and Recycled Water 6-11

6.4.1 Recycled Water Coordination 6-11

6.4.2 Wastewater Collection, Treatment and Disposal 6-12

6.4.3 Recycled Water System Description 6-12

6.4.4 Potential, Current, and Projected Recycled Water Uses 6-16

6.5 Desalinated Water 6-20

6.6 Water Exchanges and Transfers 6-21

6.7 Future Water Projects 6-22

DRAFT

Table of Contents

6.8 Summary of Existing and Planned Sources of Water 6-23
6.9 Climate Change Impacts to Supply 6-25
6.10 Regulatory Conditions and Project Development 6-26
6.11 Other Locally Applicable Criteria 6-26
6.12 Energy Intensity 6-26
CHAPTER 7 Water Service Reliability and Drought Risk Assessment 7-1
7.1 Constraints on Water Sources 7-1
7.1.1 Constraints of RWS Supplies 7-2
7.1.2 Water Quality of RWS Supplies 7-3
7.2 Water Service Reliability Assessment 7-4
7.2.1 Purchased Water from SFPUC 7-4
7.2.1.1 SFPUC Regional Water System 7-4
7.2.1.2 Bay-Delta Plan Amendment Updates 7-5
7.2.1.3 WSIP Dry Year Water Supply Projects 7-7
7.2.1.4 Alternative Water Supply Program 7-8
7.2.1.5 SFPUC Supply Allocations 7-10
7.2.1.5.1 Tier One Drought Allocations 7-10
7.2.1.5.2 Tier Two Drought Allocations 7-11
7.2.1.5.3 Allocations for Supply Shortages Greater than 20 Percent 7-12
7.2.1.6 Projected Supplies from SFPUC Regional Water System 7-12
7.2.2 Purchased Water from Valley Water 7-14
7.2.3 Groundwater 7-16
7.2.3.1 Groundwater Supply 7-16
7.2.3.2 Groundwater Quality 7-17
7.2.4 Recycled Water 7-18
7.2.5 Bay Area Water Conservation and Supply Agency Strategy 2050 7-18
7.3 Basis of Water Supply Data 7-19
7.3.1 Basis of Water Supply Data for SFPUC Supplies 7-20
7.3.2 Basis of Water Supply Data for Valley Water Supplies 7-21
7.3.3 Basis of Water Supply Data for City's Local Supplies 7-22
7.4 Supply and Demand Assessment 7-23
7.4.1 Normal Year 7-23
7.4.2 Single Dry Year 7-25
7.4.3 Multiple Dry Years (Five-Year Droughts) 7-28
7.5 Drought Risk Assessment 7-32
7.5.1 Data, Methods, and Basis for Water Shortage Condition 7-32
7.5.2 Drought Risk Assessment of Water Source Reliability 7-33
7.5.3 Total Water Supply and Use Comparison 7-33

DRAFT

Table of Contents

CHAPTER 8 Water Shortage Contingency Plan 8-1

8.1 Background 8-1

8.2 City Water Shortage Contingency Plan 8-1

8.3 Water Supply Reliability Analysis 8-1

8.4 Seismic Risk Assessment and Mitigation Plan 8-2

8.5 Plan Adoption, Submittal, and Availability 8-3

CHAPTER 9 Demand Management Measures 9-1

9.1 Demand Management Measures 9-1

9.1.1 Water Waste Prevention Ordinances 9-1

9.1.2 Metering 9-3

9.1.3 Conservation Pricing 9-3

9.1.4 Public Education and Outreach 9-4

9.1.4.1 Santa Clara Public Information Program 9-4

9.1.4.2 BAWSCA Public Information Program 9-5

9.1.4.3 Valley Water Public Information Program 9-5

9.1.4.4 Valley Water School Education Programs 9-8

9.1.5 Programs to Assess and Manage Distribution System Real Loss 9-8

9.1.6 Water Conservation Program Coordination and Staffing Support 9-9

9.1.7 Other Demand Management Measures 9-9

9.2 Member of the California Water Efficiency Partnership 9-9

9.3 Continued Implementation of DMMs 9-10

9.3.1 Meeting Urban Water Use Objectives 9-11

9.3.2 Annual Water Use Reporting 9-12

CHAPTER 10 Plan Adoption, Submittal, and Implementation 10-1

10.1 Inclusion of All 2025 Data 10-1

10.2 Notice of Public Hearing 10-1

10.2.1 Notices to Cities and Counties 10-1

10.2.2 Notice to the Public 10-2

10.3 Public Hearing and Adoption 10-2

10.3.1 Public Hearing 10-3

10.3.2 Adoption 10-3

10.4 Plan Submittal 10-3

10.5 Public Availability 10-3

10.6 Plan Implementation 10-3

10.7 Amending an Adopted UWMP or WSCP 10-4

DRAFT

Table of Contents

LIST OF TABLES

Table 2-1. Public Water Systems (DWR Table 2-1 Retail) 2-1
Table 2-2. Plan Identification (DWR Table 2-2) 2-2
Table 2-3. Supplier Identification (DWR Table 2-3) 2-2
Table 2-4. Water Supplier Information Exchange (DWR Table 2-4 Retail) 2-3
Table 3-1. Monthly Average Climate Data Summary 3-6
Table 3-2. Population – Current and Projected (DWR Table 3-1 Retail) 3-8
Table 4-1. Historical Water Demand by Water Use Sector 4-2
Table 4-2. Total Uses for Potable and Non-Potable Water – 2025 (DWR Table 4-1 Retail) 4-3
Table 4-3. Total Uses for Potable and Non-Potable Water – Projected (DWR Table 4-2 Retail) 4-4
Table 4-4. Projected Water Use for the Next Five Years (2026-2030) 4-4
Table 4-5. Inclusion in Water Use Projections (DWR Table 4-3 Retail) 4-5
Table 4-6. Last Five Years of Water Loss Audit Reporting (DWR Table 4-5 Retail) 4-6
Table 4-7. Progress Towards 2028 Water Loss Standard (DWR Table 4-6 Retail) 4-7
Table 5-1. SB X7-7 2020 Target Progress (DWR Table 5-1 Retail) 5-2
Table 6-1. Purchased or Imported Water Supplies – Actual and Projected 6-7
Table 6-2. Groundwater Pumped in Last Five Years (DWR Table 6-1 Retail) 6-10
Table 6-3. Groundwater Supplies – Projected 6-10
Table 6-4. Wastewater Collected Within Service Area in 2025 (DWR Table 6-2 Retail) 6-12
Table 6-5. Wastewater Treatment and End Uses Within Service Area in 2025 (DWR Table 6-3) 6-15
Table 6-6. Current and Projected Recycled Water Direct Beneficial Uses Within Service Area (DWR Table 6-4 Retail) 6-18
Table 6-7. 2020 UWMP Recycled Water Use Projection Compared to 2029 Actual (DWR Table 6-5 Retail) 6-19
Table 6-8. Methods to Expand Future Recycled Water Use (DWR Table 6-6 Retail) 6-19
Table 6-9. Expected Future Water Supply Projects or Programs (DWR Table 6-7 Retail) 6-22
Table 6-10. Water Supplies – Actual (DWR Table 6-8 Retail) 6-23

DRAFT

Table of Contents

Table 6-11. Water Supplies – Projected (DWR Table 6-9 Retail) 6-24
Table 6-12. Recommended Energy Reporting – Single Delivery Product - Total Utility Approach (DWR Table O-1B) 6-27
Table 7-1. Share of Available SFPUC Supplies Under Various Shortages 7-11
Table 7-2. SFPUC Regional Water System Supply Capacity 7-13
Table 7-3. Projected Retail and Wholesale Demand Assumptions for the SFPUC Regional Water System 7-13
Table 7-4. Projected Regional Water System Supply Availability in Years 2030 to 2050 with Bay-Delta Plan Amendment 7-14
Table 7-5. Projected Regional Water System Supply Availability in Years 2030 to 2050 without Bay-Delta Plan Amendment 7-14
Table 7-6. Basis of Water Supply Data for the City's Purchased Supplies from SFPUC with the Bay-Delta Plan Amendment 7-20
Table 7-7. Basis of Water Supply Data for the City's Purchased Supplies from SFPUC without the Bay-Delta Plan Amendment 7-21
Table 7-8. Basis of Water Supply Data for the City's Purchased Supplies from Valley Water 7-21
Table 7-9. Basis of Water Year Data for City's Groundwater Supplies (DWR Table 7-1 Retail) 7-22
Table 7-10. Basis of Water Supply Data for the City's Recycled Water Supplies 7-23
Table 7-11A. Projected Normal Year Supplies from All Supply Sources (Scenario 1) 7-24
Table 7-11B. Projected Normal Year Supplies from All Supply Sources (Scenario 2) 7-24
Table 7-12. Projected Normal Year Demands 7-24
Table 7-13A. Normal Year Supply and Demand Comparison (Scenario 1) (DWR Table 7-2 Retail) 7-25
Table 7-13B. Normal Year Supply and Demand Comparison (Scenario 2) (DWR Table 7-2 Retail) 7-25
Table 7-14A. Projected Single Dry Year Supplies from All Supply Sources (Scenario 1) 7-26
Table 7-14B. Projected Single Dry Year Supplies from All Supply Sources (Scenario 2) 7-26
Table 7-15. Projected Single Dry Year Demands 7-26
Table 7-16A. Single Dry Year Supply and Demand Comparison (Scenario 1) (DWR Table 7-3 Retail) 7-27

DRAFT

Table 7-16B. Single Dry Year Supply and Demand Comparison (Scenario 2) (DWR Table 7-3 Retail) 7-27
Table 7-17A. Projected Multiple Dry Year Supplies from All Supply Sources (Scenario 1) 7-29
Table 7-17B. Projected Multiple Dry Year Supplies from All Supply Sources (Scenario 2) 7-30
Table 7-18. Projected Multiple Dry Year Demands 7-31
Table 7-19A. Multiple Dry Year Supply and Demand Comparison (Scenario 1) (DWR Table 7-4 Retail) 7-31
Table 7-19B. Multiple Dry Year Supply and Demand Comparison (Scenario 2) (DWR Table 7-4 Retail) 7-32
Table 7-20. Projected Water Supplies for Drought Risk Assessment 7-33
Table 7-21. Projected Water Demand for 2026 to 2030 7-33
Table 7-22. Five-Year Drought Risk Assessment (DWR Table 7-5 Retail) 7-34
Table 10-1. Notification to Cities and Counties (DWR Table 10-1 Retail) 10-2

LIST OF FIGURES

Figure 3-1. City of Santa Clara Water Service Area 3-3
Figure 3-2. City of Santa Clara Existing Potable Water System 3-4
Figure 3-3. City of Santa Clara Existing Recycled Water System 3-5
Figure 6-1. SFPUC Regional Water System and Main Facilities 6-3
Figure 6-2. Santa Clara Valley Groundwater Basin 6-9
Figure 6-3. Existing Recycled Water System 6-14
Figure 9-1. Urban Water Use Objective Components 9-11

LIST OF APPENDICES

Appendix A. Urban Water Management Planning Act Legislative Requirements
Appendix B: DWR 2025 Urban Water Management Plan Tables
Appendix C: DWR 2025 Urban Water Management Plan Checklist
Appendix D: Agency and Public Notices
Appendix E: Distribution System Water Loss Audits
Appendix F: SFPUC and Valley Water Water Supply Reliability
Appendix G: Water Shortage Contingency Plan
Appendix H: UWMP and WSCP Adoption Resolutions

DRAFT

LIST OF ACRONYMS AND ABBREVIATIONS

°F	Fahrenheit
1,2,3-TCP	1,2,3-Trichloropropane
AB	Assembly Bill
Act	Urban Water Management Planning Act
AF	Acre-Feet
AFY	Acre-Feet of Water Per Year
AMI	Advanced Metering Infrastructure
AWIA	America's Water Infrastructure Act
AWS	Alternative Water Supply
BARR	Bay Area Regional Reliability
BAWSCA	Bay Area Water Supply and Conservation Agency
BMP	Best Management Practices
CalWEP	California Water Efficiency Partnership
CAP	Climate Action Plan
CCF	Hundred Cubic Feet
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CII	Commercial, Industrial, and Institutional
CIMIS	California Irrigation Management Information System
CIP	Capital Improvement Plan
City	City of Santa Clara
CPC	California Plumbing Code
CVP	Central Valley Project
CWC	California Water Code
CWRMP	Countywide Water Reuse Master Plan
DDW	Division of Drinking Water
DIM	Dedicated Irrigation Meter
Districts	Modesto and Turlock Irrigation Districts
DMM	Demand Management Measure
DOF	California Department of Finance
DRA	Drought Risk Assessment
DSOD	Division of Safety of Dams
DWR	California Department of Water Resources
DWR Guidebook	2025 Urban Water Management Plan Guidebook for Urban Water Suppliers
DWR Methodologies	DWR Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (2016)

DRAFT

EO	Education Outreach
ERP	Emergency Response Plan
ET	Evapotranspiration
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
FY	Fiscal Year
GPCD	Gallons Per Capita Per Day
gpf	Gallons Per Flush
gpm	Gallons Per Minute
GSA	Groundwater Sustainability Agency
GSI	Green Stormwater Infrastructure
GSP	Groundwater Sustainability Plan
hcf	Hundred Cubic Feet
HET	High-Efficiency Toilet
HEU	High-Efficiency Urinal
HHWP	Hetch Hetchy Water and Power
HOA	Homeowners' Associations
HRL	Healthy Rivers and Landscapes Program
HTWTP	Harry Tracy Water Treatment Plant
IRP	Infrastructure Reliability Plan
ISG	Individual Supply Guarantee
kWh	Kilowatt Hours
L2L	Laundry to Landscape
LHMP	Local Hazard Mitigation Plan
LOS	Level of Service
LTVA	Long-Term Vulnerability Assessment
MAP	Minimum Annual Purchase
MCL	Maximum Contaminant Levels
MG	Million Gallon
mgd	Million Gallons Per Day
MRP	Municipal Regional Stormwater NPDES Permit
NAICS	North American Industry Classification System
NPDES	National Pollutant Discharge Elimination System
OA	Operational Area
OCF	Our City Forest
PCB	Polychlorinated Biphenyls
PGA	Peak Ground Acceleration
PRSV	Pre-Rinse Spray Valves

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QWEL	Qualified Water Efficient Landscaper
Regional GSR	Regional Groundwater Storage and Recovery
RRA	Risk and Resilience Assessment
RUWMP	Regional Urban Water Management Plan
RWF	Regional Wastewater Facility
RWS	Regional Water System
SB	Senate Bill
SB X7-7	Water Conservation Act of 2009
SBWR	South Bay Water Recycling
SCVURPPP	Santa Clara Valley Urban Runoff Pollution Prevention Program
SFPUC	San Francisco Public Utilities Commission
SGMA	Sustainable Groundwater Management Act
SMP	Sewer Master Plan
State Water Board	State Water Resources Control Board
STEAM	Science, Technology, Engineering, the Arts and Mathematics
STORMS	Strategy to Optimize Resource Management of Stormwater
SVAWPC	Silicon Valley Advanced Water Purification Center
SVWTP	Sunol Valley Water Treatment Plant
SWP	State Water Project
TDS	Total Dissolved Solids
USEPA	U.S. Environmental Protection Agency
UWMP	Urban Water Management Plan
UWUO	Urban Water Use Objective
Valley Water	Santa Clara Valley Water District
WBIC	Weather-Based Irrigation Controller
WET	Water Education for Teachers
WET Rebate	Water Efficient Technology Rebate
WSA	Water Supply Agreement
WSAP	Water Shortage Allocation Plan
WSCP	Water Shortage Contingency Plan
WSIP	Water System Improvement Program
WSMP	Water Supply Master Plan
WUE	Water Use Efficiency

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Executive Summary

INTRODUCTION

An Urban Water Management Plan (UWMP) helps water suppliers assess the availability and reliability of their water supplies and current and projected water use to help ensure reliable water service under different conditions. This water supply planning is especially critical for California currently, as climate change is resulting in changes in rainfall and snowfall, which impact water supply availability and development is occurring throughout the State, resulting in increased needs for reliable water supplies.

The Urban Water Management Planning Act (Act) requires larger water suppliers that provide water to urban users (whether directly or indirectly) to develop UWMPs every five years. UWMPs evaluate conditions for the next 20 years, so these regular updates ensure continued long-term planning. The City of Santa Clara (City) provides water service directly to more than 3,000 connections in its water service area and is therefore required to prepare a UWMP.

This Executive Summary serves as a Lay Description of the City's UWMP, as required by California Water Code (CWC) §10630.5.

CALIFORNIA WATER CODE REQUIREMENTS

The CWC documents specific requirements for California water suppliers. The Act is included in the CWC and specifies the required elements of a UWMP, including discussing an agency's water system and facilities, calculating how much water its customers use (i.e., water demand) and how much it can supply, and detailing how it would respond during a drought or other water supply shortage. Also, a UWMP must describe what specific coordination steps were taken to prepare, review, and adopt the plan.

The Act has been revised over the years. The Water Conservation Act of 2009 (also known as SB X7-7) required retail water agencies to establish water use targets for 2020 that would result in statewide water savings of 20 percent by 2020. In their 2025 UWMPs, retail water agencies (i.e., those distributing water to end users like residences and businesses) are required to report on their compliance with SB X7-7 2020 water use targets.

The 2012-2016 drought led to further revisions to the Act to improve water supply planning for long-term reliability and resilience to drought and climate change. These revisions were formalized in the 2018 Water Conservation Legislation and include:

- **Five Consecutive Dry-Year Water Reliability Assessment:** Analyze water supply reliability for five consecutive dry years over the planning period of this plan (see Chapter 7).
- **Drought Risk Assessment:** Assess water supply reliability for the next five years assuming they are dry years (see Chapter 7).
- **Seismic Risk:** Identify the seismic risk to the agency's water facilities and have a plan to address identified risks (see Chapter 8).

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- **Water Shortage Contingency Plan (WSCP):** Update the agency's plan to include an annual process for assessing potential gaps between planned water supply and demands; conform with the State's standard water shortage levels (including a shortage level greater than 50 percent) for consistent messaging and reporting; and provide water shortage responses that are locally appropriate (see Chapter 8).
- **Lay Description:** Provide a lay description of the findings of the UWMP; this Executive Summary serves as the lay description for this plan.

Major components and findings of the City's 2025 UWMP are summarized below.

CITY OF SANTA CLARA WATER SYSTEM

The City is located in the northern part of Santa Clara County, approximately 45 miles southeast of the City of San Francisco. The City serves drinking water within the current City limits and includes residential, commercial, industrial, institutional/governmental, landscape, and fire service connections.

The City's potable water system consists of 21 active potable groundwater wells (20 active wells and one standby well), four tank sites each equipped with a pump station, two San Francisco Public Utilities Commission (SFPUC) supply turnouts, one Valley Water supply turnout, and approximately 306 miles of potable water pipelines. The City also imports recycled water for non-potable use from South Bay Water Recycling (SBWR) and maintains approximately 33 miles of recycled water pipelines.

WATER USE BY CITY CUSTOMERS

As the City continues to develop, the demand for water will increase. Thorough and accurate accounting of current and future water demands is critical for the City's planning efforts. To continue delivering safe and reliable drinking water, the City must know how much water its customers currently use and how much they expect to use in the future. The City's 2025 Sustainable Water Supply Master Plan (WSMP) developed water demand projections for buildout of the City (i.e., fully developed within City limits), which at the time of its development was expected in 2040. For the purposes of this UWMP, the buildout date has been modified to 2050, based on declining water use trends in recent years, indicating growth may be slower than previous predictions indicated. However, the water demand at buildout used in this UWMP remains consistent with the City's 2025 WSMP.

CITY OF SANTA CLARA WATER SUPPLIES

The City's current potable water supplies include purchased treated surface water from SFPUC and Valley Water conveyed via water supply turnouts and groundwater pumped from City-owned and operated wells. The City also uses recycled water for non-potable water demands such as landscaping, dual plumbing and industrial uses.

In years of normal precipitation, the City estimates that its four supply sources provide an average yield of approximately 38,700 acre-feet per year (AFY). This includes up to

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5,041 AFY from SFPUC, 4,560 AFY from Valley Water, 23,048 AFY from the City's groundwater wells, and 6,017 AFY from recycled water.

The City's existing and projected future water supplies under normal conditions are expected to be sufficient to meet both current and future demands through 2050. To maintain a reliable and resilient water system, the City plans to optimize its existing infrastructure and expand its recycled water system, supporting long-term strategic planning and ensuring a safe and dependable water supply.

CONSERVATION TARGET COMPLIANCE

In its 2015 UWMP, the City confirmed its baseline per capita water use, and established and adopted its water use target of 186 gallons per capita per day (GPCD) for 2020. In its 2020 UWMP, the City verified that it achieved its 2020 water use target in accordance with SB X7-7. The City's per capita water use in 2020 was 124 GPCD, well below the confirmed 2020 water use target of 186 GPCD. This achievement was the result of continued water conservation by the City's customers.

CITY OF SANTA CLARA WATER SERVICE RELIABILITY

The California Water Code (CWC) requires agencies to evaluate water service reliability by assessing the impacts of drought on water supplies and comparing those reduced supplies to projected demands. Specifically, agencies must estimate available water supplies under both a single dry year and five consecutive dry years using historical hydrologic records.

For the City's water service reliability assessment, imported water reliability from SFPUC is evaluated based on the Bay Area Water Supply and Conservation Agency (BAWSCA) 2025 UWMP wholesale customer dry-year allocations, incorporating Bay-Delta Plan Amendment assumptions. Imported supply reliability from Valley Water is based on Valley Water's Supply Reliability Tables, which indicate up to 5 percent shortfalls during the fourth and fifth dry years in 2030, 2045, and 2050 after the supply augmentation. Accordingly, a 5 percent reduction is applied in those years. Local groundwater pumping and recycled water supplies are assumed to remain 100 percent reliable under these hydrologic conditions.

Due to uncertainty associated with the interruptible SFPUC supply, the City evaluated supply reliability under two primary scenarios:

- Scenario 1: Supply interruption due to potential contract termination in 2028. Assuming a 10-year advance notice, SFPUC supplies are projected to cease beginning in 2040.
- Scenario 2: Continued availability of SFPUC supplies beyond 2040.

The assessment results show that the City is well-positioned to withstand the effects of a single dry year and a five-consecutive dry year drought for any period between 2025 and 2050, even without additional water conservation measures. The City's drought risk was specifically assessed between 2026 and 2030, assuming that the next five years

are dry years. In each case, water supplies comfortably meet water demands. The City is able to reliably provide water service whether the drought occurs in 2026, 2050, or any year between.

WATER SHORTAGE CONTINGENCY PLAN

A WSCP describes an agency's plan for preparing for and responding to water shortages. The City's WSCP was updated in 2020 so that it is consistent with the 2018 Water Conservation Legislation requirements. The City updated its WSCP to include its process for assessing potential gaps between planned water supply and demands for the current year and the following (assumed dry) year. Also, the City updated its water shortage levels to better align with the State's standard stages. The WSCP may be used for foreseeable and unforeseeable events. The WSCP is adopted as a separate document concurrently with this plan, by separate resolution, to allow for updates to be made outside of the UWMP preparation process.

UWMP PREPARATION, REVIEW, AND ADOPTION

The City prepared this 2025 UWMP in coordination with the public. While preparing this plan, the City also notified other stakeholders (e.g., Santa Clara County) of its preparation, its availability for review, and the public hearing prior to adoption. The City encouraged community participation in the development of the 2025 UWMP using mailings and the City's website. These public notices included the time and place of the public hearing, as well as where the plan would be available for public inspection. The public hearing provided an opportunity for the City's water users and the general public to become familiar with the 2025 UWMP, including the WSCP, and ask questions about the City's plans for continuing to provide reliable, safe, high-quality water and mitigating potential water shortages. Following the public hearing, the City of Santa Clara City Council adopted this 2025 UWMP and the associated WSCP on MM DD, 2026. A copy of the adopted UWMP, including the WSCP, was submitted to the Department of Water Resources and to the California State Library, and is available on the City's website: https://www.santaclaraca.gov/.

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CHAPTER 1
Introduction

This chapter provides an introduction and overview of the City of Santa Clara (City) 2025 Urban Water Management Plan (UWMP) including the importance and extent of the City's water management planning efforts, changes since the preparation of the City's 2020 UWMP, and the organization of the City's 2025 UWMP. This 2025 UWMP has been prepared jointly by City staff and West Yost.

1.1 INTRODUCTION

The Urban Water Management Planning Act (Act) was originally established by Assembly Bill (AB) 797 on September 21, 1983. Passage of the Act was recognition by State legislators that water is a limited resource and a declaration that efficient water use and conservation would be actively pursued throughout the State. The primary objective of the Act is to direct "urban water suppliers" to develop a UWMP which provides a framework for long-term water supply planning, and documents how urban water suppliers are carrying out their long-term resource planning responsibilities to ensure adequate water supplies are available to meet existing and future water demands. A copy of the current version of the Act, as incorporated in § 10608 and § 10610 through 10656 of the California Water Code (CWC), is provided in Appendix A of this plan.

1.2 IMPORTANCE AND EXTENT OF CITY'S WATER MANAGEMENT PLANNING EFFORTS

The purpose of the UWMP is to provide a planning tool for the City for developing and delivering municipal water supplies to the City's water service area. This UWMP provides the City a water management action plan for guidance as water conditions change and management conditions arise.

The City has had a long history of providing clean and reliable water to its customers. The City's UWMP is a comprehensive guide for planning for a safe and adequate water supply.

1.3 CHANGES FROM 2020 UWMP

The Urban Water Management Planning Act has been modified over the years in response to the State's water shortages, droughts and other factors. A significant amendment was made in 2009, after the 2007 to 2009 drought, and as a result of the Governor's call for a statewide 20 percent reduction in urban water use by the year 2020. This was the Water Conservation Act of 2009, also known as Senate Bill (SB) Seven of the Senate's Seventh Extraordinary Session of 2009 (SB X7-7). This Act required agencies to establish water use targets for 2020 that would result in statewide water savings of 20 percent by 2020. The City is required to report compliance with its 2020 water use target in its 2025 UWMP.

The 2012 to 2016 drought led to further amendments to the CWC to improve on water supply planning for long-term reliability and resilience to drought and climate change. The 2018 Water Conservation Regulation for Making Conservation a California Way of Life (AB 1668 [Friedman] and SB 606 [Hertzberg]) required major additions and changes to the CWC. These changes are associated with managing drought preparedness and water shortage contingency planning for urban water suppliers.

No substantive changes to the requirements have been adopted since the completion of the City's 2020 UWMP. This 2025 UWMP builds on the planning and reporting provided in the City's 2020 UWMP. Key updates include:

1. Water Supply Reliability Assessment – a water supply and demand assessment which compares the total water supply sources available to the City with the long-term total projected water use over the next 25 years (to 2050), in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years (CWC §10635(a))
2. Drought Risk Assessment – an assessment of the City's water supply reliability assuming that the Years 2026 to 2030 will be the five dry consecutive years (CWC §10635(b))
3. Water Use Target Compliance – compliance with the City's previously adopted 2020 per capita water use targets in accordance with SB X7-7 (Water Conservation Act of 2009, SB X7-7; CWC §10608.20)
4. Water Loss Quantification – a summary report quantifying the City's system water loss for Years 2020 to 2024, and progress toward compliance with the City's Water Loss Standard as established by the State Water Resources Control Board (State Water Board) (CWC §10631(d)(3)(c))
5. Groundwater Management Compliance – status update on Sustainable Groundwater Management Act (SGMA) compliance activities (i.e., status of Groundwater Sustainability Agency (GSA) activities and Groundwater Sustainability Plan (GSP) implementation) (CWC §10631(b)(4))

Since the completion of the City's 2020 UWMP, the State experienced another multi-year (2021 – 2022) drought event during which the City implemented its WSCP. This UWMP includes refinement and updates to the City's WSCP to incorporate lessons learned from that event.

1.4 PLAN ORGANIZATION

This 2025 UWMP contains the appropriate sections and tables required per CWC Division 6, Part 2.6 (Urban Water Management Planning Act), included in Appendix A of this 2025 UWMP, and has been prepared based on guidance provided by the California Department of Water Resources (DWR) in its *2025 Urban Water Management Plan Guidebook for Urban Water Suppliers* (DWR Guidebook).

This 2025 UWMP is organized into the following chapters:

- Chapter 1: Introduction
- Chapter 2: Plan Preparation
- Chapter 3: Service Area Description
- Chapter 4: Water Use Characterization
- Chapter 5: SB X7-7 Baselines, 2020 Targets, and 2025 Reporting

- Chapter 6: Normal-Year Water Supply Characterization
- Chapter 7: Water Service Reliability and Drought Risk Assessment
- Chapter 8: Water Shortage Contingency Plan
- Chapter 9: Demand Management Measures
- Chapter 10: Plan Adoption, Submittal and Implementation

This 2025 UWMP also contains the following appendices of supplemental information and data related to the City's 2025 UWMP:

- Appendix A: Urban Water Management Planning Act Legislative Requirements
- Appendix B: DWR 2025 Urban Water Management Plan Tables
- Appendix C: DWR 2025 Urban Water Management Plan Checklist
- Appendix D: Agency and Public Notices
- Appendix E: Distribution System Water Loss Audits
- Appendix F: SFPUC and Valley Water Water Supply Reliability
- Appendix G: Water Shortage Contingency Plan
- Appendix H: UWMP and WSCP Adoption Resolutions

Furthermore, this 2025 UWMP contains all the tables recommended in the DWR Guidebook, both embedded into the UWMP chapters where appropriate and included in Appendix B.

DWR's Urban Water Management Plan Checklist, as provided in the DWR Guidebook, has been completed by West Yost to demonstrate the plan's compliance with applicable requirements. A copy of the completed checklist is included in Appendix C.

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CHAPTER 2
Plan Preparation

This chapter describes the preparation of the City's 2025 UWMP and WSCP, including the basis for the preparation of the plan, individual or regional planning, fiscal or calendar year reporting, units of measure, and plan coordination and outreach.

2.1 BASIS FOR PREPARING A PLAN

The Act requires every "urban water supplier" to prepare and adopt a UWMP, to periodically review its UWMP at least once every five years and make any amendments or changes which are indicated by the review. The Act also requires every "urban water supplier" to prepare and periodically update its Water Shortage Contingency Plan (WSCP). While the WSCP is part of the UWMP, it may be adopted and amended separately from the UWMP. An "urban water supplier" is defined as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually (AFY).

The City manages Water System CA4310012 and supplies water to retail customers only. As shown in Table 2-1, the City provided water to 25,875 customer connections and supplied 20,728 acre-feet (AF) of water in 2025 to its customers. Therefore, the City is required to prepare a UWMP and periodically update its WSCP. The City's last UWMP, the 2020 UWMP included a WSCP within it and was adopted by the City Council on June 22, 2021.

Table 2-1. Public Water Systems (DWR Table 2-1 Retail)

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
CA4310012	City of Santa Clara	25,875	20,728
	Total	25,875	20,728

2.2 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE

This 2025 UWMP has been prepared on an individual reporting basis covering only the City's service area, as shown in Table 2-2. The City did not participate in a regional alliance for the preparation of this 2025 UWMP and, therefore has not prepared a Regional Urban Water Management Plan (RUWMP). As described in Section 2.4, the City has notified and coordinated planning and compliance with appropriate regional agencies and constituents, including the Bay Area Water Supply and Conservation Agency (BAWSCA), San Francisco Public Utilities Commission (SFPUC), Valley Water, and South Bay Water Recycling (SBWR).

Table 2-2. Plan Identification (DWR Table 2-2)

Select One or Both	Type of Plan		Name of Regional Alliance or RUWMP (Drop Down List)
☑	**Individual UWMP**		
	☐	Water Supplier is also a member of a SB X7-7 Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**		

2.3 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

The City is a water retailer.

The City's 2025 UWMP has been prepared on a calendar year basis, with the calendar year starting on January 1 and ending on December 31 of each year. Water use and planning data for the entire calendar year of 2025 has been included.

The water volumes in this 2025 UWMP are reported in units of AF.

The City's reporting methods for this 2025 UWMP are summarized in Table 2-3.

Table 2-3. Supplier Identification (DWR Table 2-3)

Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF

2.4 COORDINATION AND OUTREACH

This section includes a discussion of the City's inter-agency coordination and coordination with the general public. The UWMP Act requires the City to coordinate the preparation of its UWMP and WSCP with other appropriate agencies and all departments within the City, including other water suppliers that share a common source, water management agencies, and relevant public agencies. These agencies, as well as the public,

participated in the coordination and preparation of this 2025 UWMP and are summarized in the sections that follow.

2.4.1 Wholesale and Retail Coordination

The City is a water retailer and receives wholesaler potable water from SFPUC and Valley Water. In accordance with CWC Section 10631, the City has informed SFPUC and Valley Water of projected water use for that source in five-year increments through 2050, as shown in Table 2-4. Both suppliers also provided information to the City, identifying and quantifying water supplies available for the same period, under normal water year, single dry year, and five dry years hydrological conditions. The City also receives recycled water from SBWR and so coordinated with them.

Table 2-4. Water Supplier Information Exchange (DWR Table 2-4 Retail)

The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Valley Water
San Francisco Public Utilities Commission (SFPUC)
South Bay Water Recycling (SBWR)

The City is a member of BAWSCA. BAWSCA provides regional water reliability planning and conservation programming for the benefit of its 26 member agencies that purchase wholesale water supplies from the SFPUC. Collectively, the BAWSCA member agencies deliver water to over 1.8 million residents and nearly 40,000 commercial, industrial and institutional accounts in Alameda, San Mateo and Santa Clara Counties. BAWSCA also represents the collective interests of these wholesale water customers on all significant technical, financial, and policy matters related to the operation and improvement of the SFPUC's Regional Water System (RWS). BAWSCA's role in the development of the 2025 UWMP updates is to work with its member agencies and the SFPUC to seek consistency among UWMP documents.

2.4.2 Coordination with Other Agencies and the Community

The City actively encourages community participation in water management activities and specific water-related projects. The City's public participation program includes both active and passive means of obtaining input from the community, such as mailings, public meetings, and web-based communication. The City's website describes on-going projects and posts announcements of planned rate increases to fund these water projects.

As part of the 2025 UWMP and WSCP update, the City facilitated a public review period. Public noticing, pursuant to Section 6066 of the Government Code, was conducted prior to commencement of this public comment period. Public hearing notices are included in Appendix D of this plan. During the public comment period, the Draft UWMP and Draft WSCP were made available on the City's website.

The City also coordinated the preparation of its UWMP and WSCP with several agencies, including relevant public agencies that utilize the same water supplies. These agencies included the following:

- County of Santa Clara
- BAWSCA Agencies (26 members)

The public hearing provided an opportunity for all City water users and the general public to become familiar with the UWMP, including the WSCP, and ask questions about the City's water supply, in addition to the City's continuing plans for providing a reliable, safe, high-quality water supply.

2.4.3 Notice to Cities and Counties

CWC Section 10621 (b) requires agencies to notify the cities and counties to which they serve water at least 60 days in advance of the public hearing that the plan is being updated and reviewed. On February 3, 2026, a notice of preparation was sent to the cities and counties and other stakeholders, to inform them of the UWMP update process and schedule, and to solicit input for the 2025 UWMP and WSCP. The notifications to cities and counties, the public hearing notifications, and the public hearing and adoption are discussed in Chapter 10 of this report.

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CHAPTER 3
Service Area Description

This chapter provides a description of the City's water system and service area, including the water system facilities, climate, population, and housing within the City's water service area.

3.1 GENERAL DESCRIPTION

The City is located in the northern part of Santa Clara County along the southern end of the San Francisco Bay Area, approximately 45 miles southeast of the City of San Francisco. The City occupies approximately 19.3 square miles and is connected to major transportation corridors including Highway 101, State Route 237, State Route 82 (El Camino Real), San Tomas Expressway, Lawrence Expressway, and Central Expressway. The City is located just west of San Jose Norman Y. Mineta International Airport. The City is bounded by Sunnyvale to the west, Cupertino to the southwest, and San Jose to the north, south, and east. The location of the City is shown on Figure 3-1.

The City's potable water supply sources consist of surface water purchases from SFPUC, surface water purchased from Valley Water, and groundwater produced from City-owned, operated, and maintained wells. The City's potable water system consists of groundwater wells, surface water supply turnouts, storage tanks, tank pump stations, and distribution and transmission pipelines.

The City has 25 potable groundwater wells: 20 wells are active, and 1 well is on standby. The remaining 4 wells are inactive. The Donald Von Raesfeld Power Plant also owns and operates one well within City limits. There are two supply turnouts that receive surface water purchased from SFPUC, and one supply turnout that receives surface water purchased from Valley Water.

The City also has 28.8 million gallons (MG) of potable water storage at four tank sites: Northside, Corporation Yard, Downtown, and Serra. Each tank site is equipped with a pump station to pump water into the distribution system. The firm pumping capacity of all pump stations is 18.5 million gallons per day (mgd). Firm pumping capacity assumes the largest pump is offline at each pump station, to account for potential disruptions due to maintenance or other issues. The City maintains approximately 306 miles of potable distribution and transmission pipelines ranging in size from less than 4 to up to 27 inches in diameter. Figure 3-2 shows the locations of the major facilities of the City's existing water system.

The City also imports recycled water for non-potable use from SBWR and distributes it to City customers. The recycled water system has been in operation since 1989 and is used within the City for industrial processes, commercial and residential irrigation, and within buildings that are dual-plumbed for toilet and urinal flushing. Approximately 19 percent of the City's overall water supply portfolio is recycled water purchased from SBWR. The City operates and maintains approximately 33 miles of recycled distribution and transmission pipelines that range in size from 4 to up to 30 inches in diameter. The City's recycled water system is shown on Figure 3-3.

3.2 SERVICE AREA BOUNDARY

The City's water service area coincides with current City limits, and includes residential, commercial, industrial, institutional/governmental, landscape, and fire service connections. The City's water service area boundary is shown on Figure 3-1.

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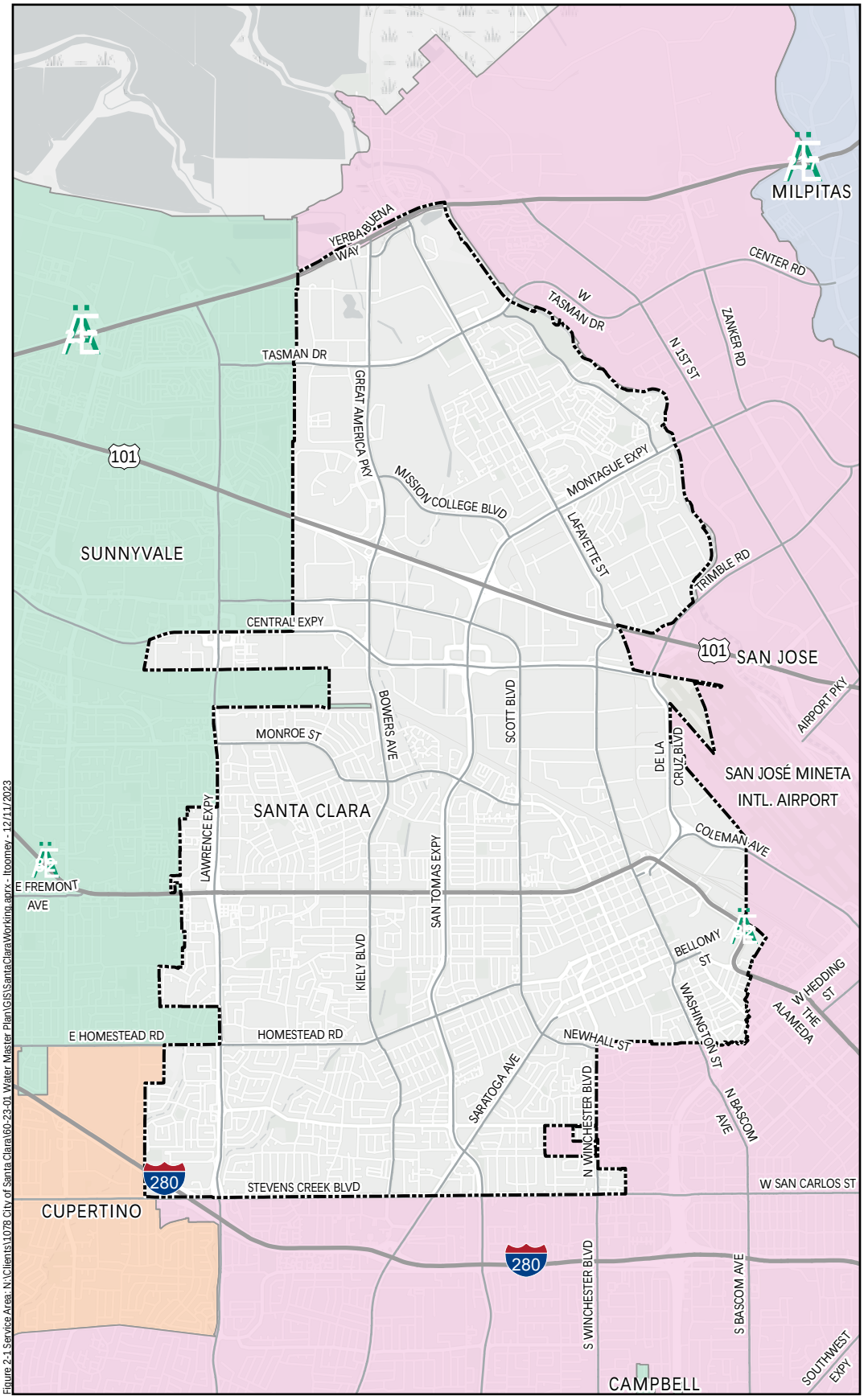
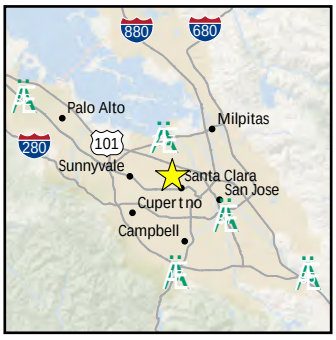


Figure 2-1 Service Area: N:\Clients\1078 City of Santa Clara\60-23-01 Water Master Plan\GIS\SantaClaraWorking.aprx - ltoomey - 12/11/2023

Santa Clara Operational Boundary

Notes:
1. Facilities shown based on GIS data provided by City of Santa Clara in October 2023.



Prepared by:

WEST YOST

N

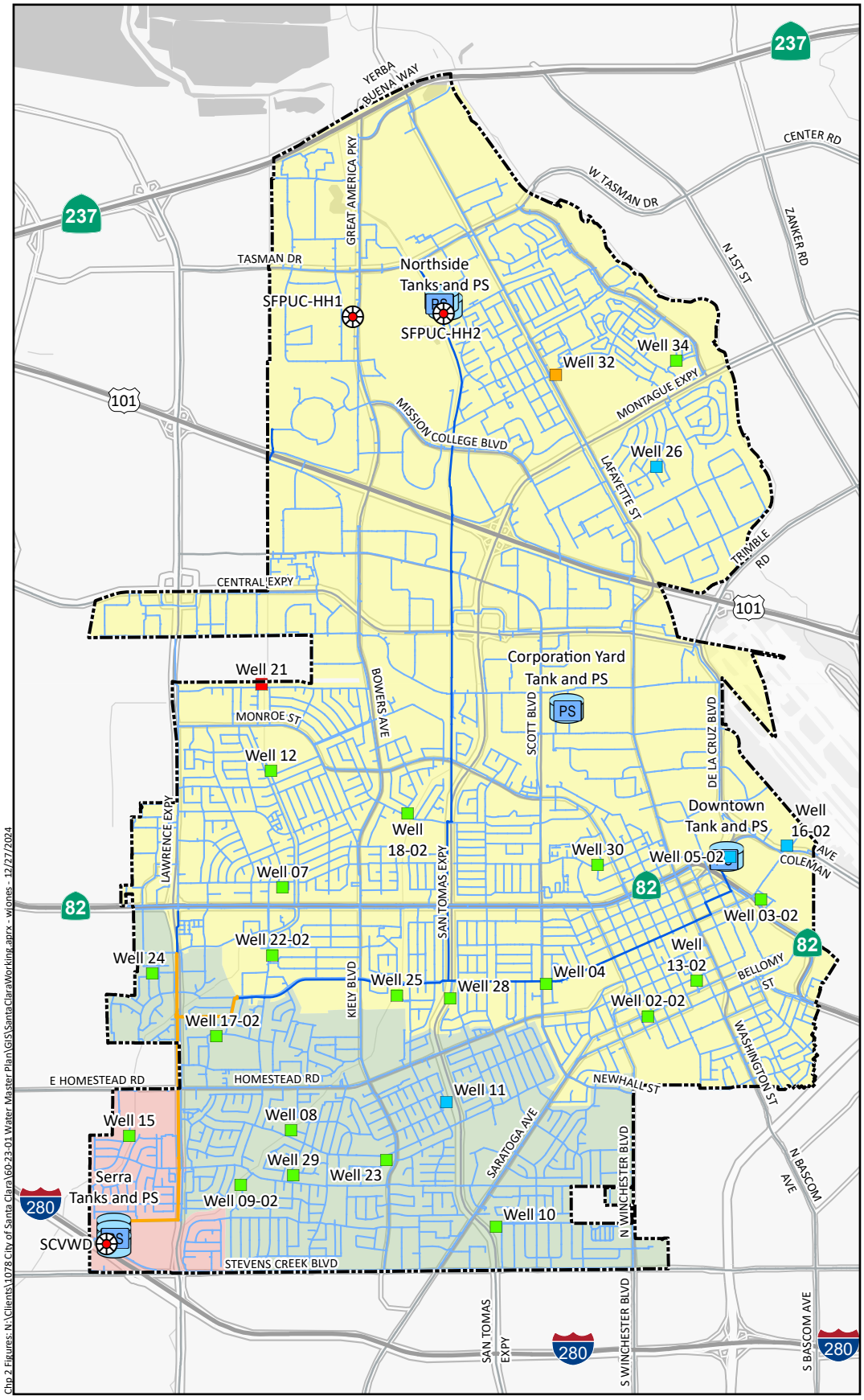
0 1 Miles

Prepared for:
City of Santa Clara

City of Santa Clara Water Service Area

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Figure 3-1



Storage Tank

Pump Station

Surface Water Supply Interties

Groundwater Wells

Active (Operational)

Active (Standby)

Inactive

To Be Abandoned

Transmission Pipeline (≥16-inch)

Distribution Pipeline (< 16-inch)

Transmission Pipeline between Serra Tanks and Zone 1

Pressure Zones

Zone 1

Zone 2

Zone 2A

Santa Clara Operational Boundary

Notes:

1. Facilities shown based on GIS data provided by City of Santa Clara in October 2023.

Prepared by:

WEST YOST

0 4,500 Feet

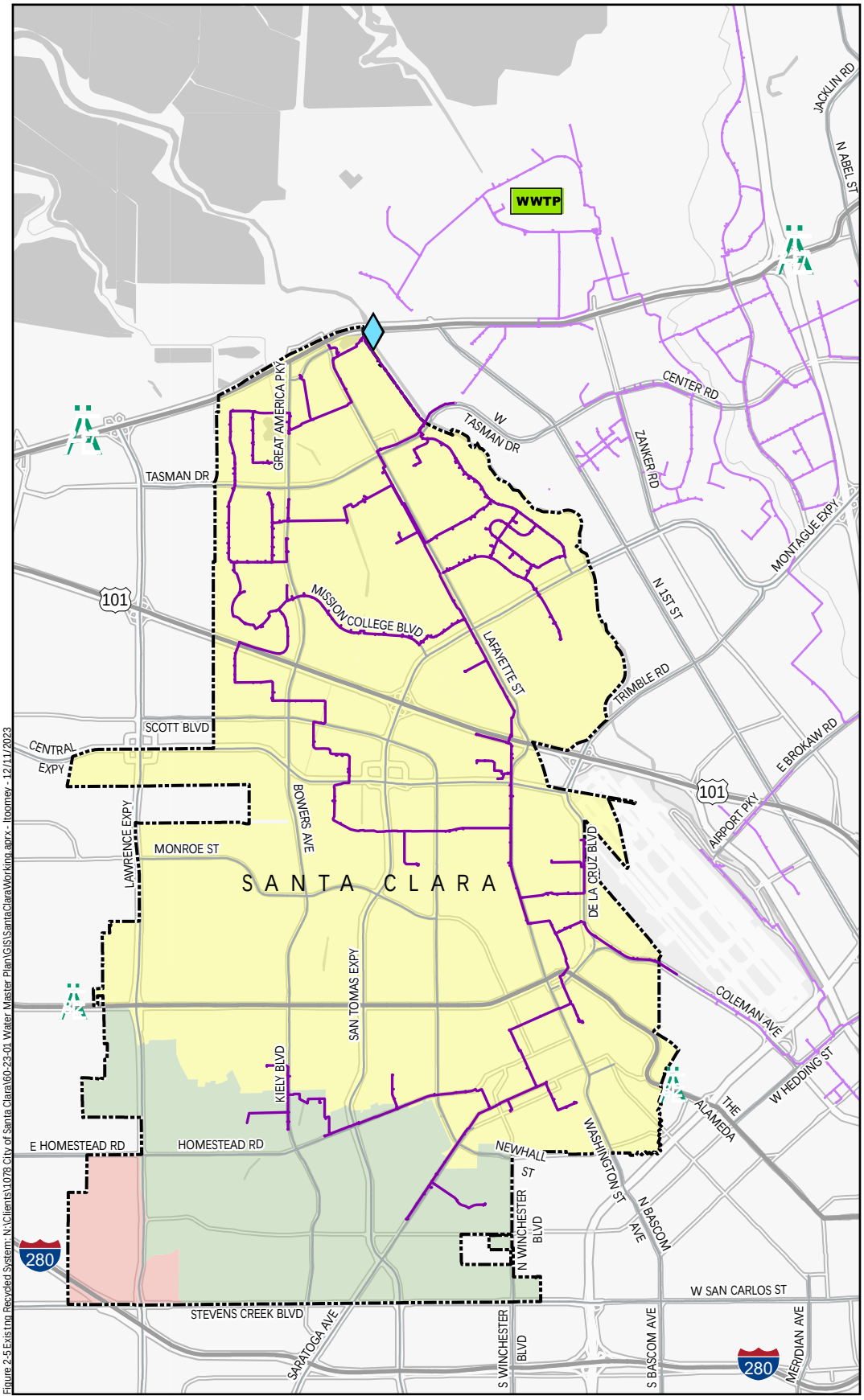
Prepared for:

City of Santa Clara

City of Santa Clara Potable Water System

DRAFT **Figure 3-2**

Chp 2 Figures: N:\Clients\1078 City of Santa Clara\60-23-01 Water Master Plan\GIS\SantaClaraWorking.aprx - wjones - 12/27/2024



Recycled Water Pipeline

- Water Retailer is Santa Clara
- Water is Retailed by Others

Pressure Transducer

WWTP — San Jose-Santa Clara Regional Wastewater Facility

Pressure Zones

- Zone 1
- Zone 2
- Zone 2A

Santa Clara Operational Boundary

Notes:

1. Facilities shown based on GIS data provided by City of Santa Clara in October 2023.

Figure 2-5 Existing Recycled System; N:\Clients\1078 City of Santa Clara\60-23-01 Water Master Plan\GIS\SantaClaraWorking.aprx - ltoomey - 12/11/2023

Prepared by: WEST YOST

0 1 Miles

Prepared for: City of Santa Clara

City of Santa Clara Recycled Water System

DRAFT **Figure 3-3**

3.3 SERVICE AREA CLIMATE

The City has a Mediterranean climate characterized by hot, dry summers and cool wet winters, with an annual average precipitation of approximately 14 inches. The climate ranges from summer high temperatures in the low 80s degrees Fahrenheit (°F), and winter low temperatures dropping to the low 40s °F. Based on historical data, the City's average monthly temperatures are as low as 40.9°F and as high as 81.8°F.

Water use within the City's service area is dependent on various climate factors such as temperature, precipitation, and evapotranspiration (ET). Climate data, including temperature and precipitation estimates, were obtained for the City from the Western Regional Climate Center and the California Irrigation Management Information System (CIMIS).

ET describes the combined water lost through evaporation from the soil and surface water bodies and plant transpiration. In general, the ET is given for turf grass, and then corrected for a specific crop type. Local ET data was obtained from the CIMIS for Reference ET Zone 8 for Inland San Francisco Bay Area. The historical climate characteristics affecting water management in the City's water service areas is shown in Table 3-1.

These climate characteristics highly influence the City's water use. As described in Chapter 4, the City's water use in the summer months is significantly higher than that in the winter, reflecting increased water use for irrigation purposes during the hot, dry summers.

Table 3-1. Monthly Average Climate Data Summary[a]

Month	Standard Monthly Average ET, inches[a]	Average Total Rainfall, inches[b]	Average Temperature, degrees Fahrenheit[b]	
			Minimum	Maximum
January	1.24	2.88	40.9	58.1
February	1.68	2.69	43.5	61.9
March	3.41	2.31	45.2	65.4
April	4.80	1.20	46.9	69.5
May	6.20	0.44	50.5	74.2
June	6.90	0.10	53.8	79.0
July	7.44	0.02	56.1	81.8
August	6.51	0.07	56.2	81.3
September	5.10	0.19	55.2	80.4
October	3.41	0.76	51.3	74.3
November	1.80	1.50	45.3	65.2
December	0.93	2.41	41.5	58.5
Annual Total or Average	**49.42**	**14.57**	**48.9**	**70.8**

(a) California Irrigation Management Information System (https://cimis.water.ca.gov/) for ETo Zone 8. Data accessed December 19, 2025.
(b) Western Regional Climate Center (https://wrcc.dri.edu/) data for San Jose, California [047821]. Period of record is 1893 to 2016. Data accessed December 19, 2025.

Another important consideration is climate change. Climate change is driven by increasing concentrations of carbon dioxide and other greenhouse gases that cause an increase in temperature and stress natural systems, such as oceans and the hydrologic cycle. The City's 2022 Climate Action Plan[1] outlines local strategies to reduce greenhouse gas emissions and improve resilience to climate-related impacts, complementing regional planning efforts. The 2019 Bay Area Integrated Regional Water Management Plan[2] provides an assessment of climate change impacts and findings for vulnerability areas including water demand, water supply, water quality, sea-level rise, flooding, ecosystem and habitat and hydropower. Climate changes that may affect the Bay Area region water resources include the following:

- Higher temperatures and heat waves that increase demand for water, especially for agricultural and residential irrigation uses.
- A projected overall decrease in precipitation levels coupled with more intense individual storm events may lead to increased flooding.
- Higher temperatures that may cause more precipitation to fall as rain rather than snow, hasten snowmelt and increase runoff will affect water storage planning.
- Increased evaporation will create a generally drier climate, with wildfires likely to increase and groundwater basins likely to receive less replenishment.
- Sea level rise, which is estimated to rise an average of 14 inches by 2050, will likely affect low lying infrastructure of all types, including many of the Bay Area region's wastewater treatment plants.

Additional discussion on the potential impacts of climate change on the City's water demands and water supplies is provided in Chapters 4 and 6, respectively.

3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

3.4.1 Service Area Population

Since the City's water service area aligns with current City limits, the City's water service area population for 2025 was estimated using population data published by the California Department of Finance (DOF), which was benchmarked based on the 2020 Census.[3] The City's 2025 service area population was approximately 134,587.

Since the City's water service area is generally contiguous with its City limits, the ABAG population data for the City of Santa Clara were used to estimate projected population values. Projected population data for 2030 through 2050 are based on Plan Bay Area

[1] City of Santa Clara Climate Action Plan, June 2022.

[2] San Francisco Bay Area Integrated Regional Water Management Plan, October 2019.

[3] State of California Department of Finance (DOF). May 1, 2025. Report *E-4 Population Estimates for Cities, Counties, and the State, 2021-2022 with 2020 Benchmark*. Accessed at Estimates | California Department of Finance on December 19, 2025.

2050+ and were provided by the City. The City's current and projected populations for its water service area are shown in Table 3-2.

Table 3-2. Population – Current and Projected (DWR Table 3-1 Retail)

Population Served	2025	2030	2035	2040	2045	2050(opt)
	134,587	150,529	165,733	176,944	188,156	199,368

3.4.2 Other Social, Economic, and Demographic Factors

The State requires the inclusion of service area socioeconomic information as part of the system description in UWMPs. However, differences in household water use across sociodemographic groups in the City have not been studied. Therefore, the following social, economic, and demographic information is being provided to comply with the new regulation. The information was derived from the US Census Bureau's profile of Santa Clara for 2019-2023.[4]

- The average number of people per household in the five-year period analyzed was 2.57.
- The median household income in 2019-2023 was $173,670, while 7.8 percent of all individuals lived in poverty.
- The owner-occupied housing unit rate was 41.2 percent.
- The median gross rent was $2,985 per month.
- Of persons 25 years or older in 2019-2025, 94.0 percent had earned at least a high school diploma or equivalent and 65.3 percent had earned a bachelor's degree or higher.
- Of persons under 65 years of age, 4.8 percent had a disability and 3.3 percent did not have health insurance.
- 98.1 percent of households had one or more type of computer, and 95.8 percent had a broadband internet subscription.
- By race/ethnicity, 31.9 percent of people were White, 2.1 percent were Black, 0.5 percent were American Indian or Alaska Native, 47.6 percent were Asian, 0.7 percent were Hawaiian Native or Pacific Islander, 9.1 percent were two or more races, and the remainder identified as some other races.
- Of the total City population, 16.1 percent were Hispanic or Latino and 83.9 percent were not Hispanic or Latino.

[4] United States Census Bureau. *American Community Survey, 2025: ACS 5-Year Estimates Data Profiles for Santa Clara City, California.* Accessed at U.S. Census Bureau QuickFacts: Santa Clara city, California on January 7, 2026.

- Approximately 45.4 percent of Santa Clara residents were foreign born, and 56.2 percent of people ages five years and older spoke a language other than English at home.

3.5 LAND USES WITHIN SERVICE AREA

This section describes the City's current and projected land uses in its water service area. Information for this section is based on the City's 2010-2035 General Plan and the City's 2025 Sustainable Water Supply Master Plan (WSMP). The City's General Plan was adopted by City Council in 2010 and describes the long-term land use goals for the entirety of City limits. The City's 2025 WSMP includes updates to land use goals that have occurred since the completion of the General Plan.

3.5.1 Current Land Uses

Generally low and medium density residential land use is located south of the Caltrain railroad tracks that run east-west through the center of the City, with several mixed use and commercial developments centered along major streets such as El Camino Real (Highway 82) and Stevens Creek Boulevard. Likewise, most of the City's office and industrial land uses are located north of the Caltrain railroad tracks, with several concentrated pockets of residential and commercial land uses to the north and west.

According to the General Plan, the City's current land use ratios within City limits are as follows: 42 percent residential, 10 percent commercial, 11 percent office, research, and development, 18 percent industrial, 11 percent public, 6 percent parks, open space, and recreation, and 2 percent vacant.

3.5.2 Projected Land Uses

The City is essentially built out, with very few parcels classified as vacant but there is potential for redevelopment and onsite expansion. The most recent projected future land uses for the City were compiled as part of the City's 2025 WSMP. During development of the 2025 WSMP, West Yost worked with the City's consultant for its Sewer Master Plan (SMP) to maintain consistency between the two master plans. The SMP consultant met and worked with the City's Planning Department in January 2023 to update project development assumptions including project status, timeline, square footage, and number of units.

The project development assumptions were provided to West Yost in December 2023 and were subsequently refined through conversations with City staff. Future projected land uses for the City include commercial, office, industrial, residential, and mixed-use development projects. Further details about future projected land uses for the City, including their timing and location, are included in the City's 2025 WSMP.

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CHAPTER 4
Water Use Characterization

This chapter describes and quantifies the City's historical, current, and projected water uses. Water demand projections are based on the projected growth within the City's water service area.

4.1 NON-POTABLE VERSUS POTABLE WATER USE

Potable water is water that is safe to drink and has had various levels of treatment and/or disinfection. The City provides treated potable water to customers within its water service area from water purchased from SFPUC and Valley Water and City-owned and operated groundwater wells, that is not treated.

Recycled water is municipal wastewater that has been treated to a specified quality for beneficial reuse. As discussed in Chapter 6 of this plan, the City's recycled water comes from wastewater produced within Santa Clara and other south San Francisco Bay Area cities, which is conveyed to the San Jose-Santa Clara Regional Wastewater Facility (RWF), where it receives advanced tertiary treatment. The RWF is located northeast of Santa Clara and is managed by the City of San Jose. Recycled water produced by the RWF meets all water quality standards and treatment reliability criteria for water recycling under Title 22 of the California Code of Regulations for non-potable reuse. Once treated water leaves the RWF, the recycled water is distributed for non-potable use by SBWR. The City purchases recycled water from SBWR to import and distribute to its customers.

Raw water is non-potable, untreated water that is used in its natural state or with minimal treatment. The City does not deliver raw water to any customers in its service area. Potable water demands are discussed in the following section.

4.2 WATER USE BY SECTOR

This section describes the City's past, current, and projected water use by water use sector, as listed in CWC §10631(d) and defined in the DWR Guidebook. These classifications were used to analyze current consumption patterns among the various types of City water customers. The City uses similar, but not identical definitions for each sector as outlined in the DWR Guidebook. The following definitions from the DWR Guidebook are relevant to the City:

- **Single Family Residential:** A single-family dwelling unit. A lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling.
- **Multi-Family Residential:** Multiple dwelling units contained within one building or several buildings within one complex.
- **Commercial:** A water user that provides or distributes a product or service (CWC § 10608.12(e)).
- **Industrial:** A water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System (NAICS) Code Sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development (CWC § 10608.12(i)).

- **Institutional/Governmental:** A water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions (CWC § 10608.12(j)).
- **Other:** Any other water demand that is not adequately described by the water sectors defined above, including fire flows and construction water. System water losses are not to be reported in the "Other" category.

4.2.1 Historical Potable Water Use

Past water demand by water use type for 2020 through 2024 is shown in Table 4-1. The 2020-2024 water use data is from consumption data provided by the City. Losses are based on the difference between production and consumption data for the period specified. Distribution system water losses are discussed in greater detail in Section 4.3. The City was fully metered for the years shown in Table 4-1. As shown in Table 4-1, water use within the City's service area declined overall between 2020 and 2024.

Table 4-1. Historical Water Demand by Water Use Sector, AF

Water Use Sector	2020[(a)]	2021[(a)]	2022[(a)]	2023[(a)]	2024[(a)]
Single-Family	4,722	4,298	4,132	3,702	3,781
Multi-Family	4,458	4,150	4,149	3,886	4,084
Institutional	562	590	557	529	556
Industrial	1,610	1,466	1,507	1,422	1,348
Commercial	5,307	5,332	5,950	5,327	5,680
Municipal	345	448	282	261	264
Recycled Water	3,499	3,601	3,451	3,968	3,979
Losses	1,299	1,299	337	1,576	1,629
Total	**21,802**	**21,184**	**20,365**	**20,671**	**21,321**

(a) Data is from Monthly Production provided by the City.

4.2.2 Current Water Use

Water demand by sector for the Year 2025 is reported in Table 4-2. As shown, most water deliveries were potable water. However, the City also delivers non-potable recycled water for irrigation and industrial use. The City did not supply water to wholesale customers in 2025 and has no plans to do so in the future. The total water demand for 2025 was 20,728 AF, including potable water, recycled water, and water losses.

Table 4-2. Total Uses for Potable and Non-Potable Water – 2025 (DWR Table 4-1 Retail)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Single Family		Potable	3,785
Multi-Family		Potable	4,206
Institutional/Governmental		Potable	557
Industrial		Potable	1,277
Commercial		Potable	5,584
Other (optional)	Municipal/Public	Potable	335
Other (optional)	Recycled Water	Non-Potable	3,871
Distribution System Water Loss		Potable	1,113
		Subtotal Potable	16,857
		Subtotal Non-Potable	3,871
		Total	20,728

4.2.3 Projected Water Use

The City's potable and non-potable water demand projections for 2030 through 2050 (i.e., a 25-year planning horizon) are reported in Table 4-3. Projected future potable water demands are based on land use projections provided by the City's Planning Department in December 2023, which were also used in the City's 2025 Sustainable WSMP. The City's 2025 WSMP assumed a buildout date of 2040, which was based on the buildout date included in the City's 2010-2025 General Plan. For the purposes of this UWMP, the buildout date has been modified to 2050, based on declining water use trends in recent years (refer to Table 4-1), indicating growth may be slower than previous predictions indicated. However, the water demand at buildout used in this UWMP remains consistent with the City's 2025 WSMP. Water demands for 2030 through 2045 were linearly interpolated using 2025 demands and the 2050 water demand projection.

Non-potable/recycled water demand projections are based on future development projects which are adjacent to existing or planned recycled water pipelines or areas where the City expects that developers will use recycled water. Refer to Chapter 6 for a discussion of the City's recycled water system and associated non-potable water demand.

As shown in Table 4-3, the total 2050 projected water demand is 30,533 AF consisting of 24,516 AF potable water and 6,017 AF recycled water.

Table 4-3. Total Uses for Potable and Non-Potable Water – Projected (DWR Table 4-2 Retail)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Potable or Non-Potable (OPTIONAL) Drop down list	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 opt (AF)
Add additional rows as needed.							
Single Family		Potable	3,776	3,768	3,759	3,751	3,742
Multi-Family		Potable	4,651	5,097	5,542	5,988	6,433
Industrial		Potable	1,437	1,597	1,758	1,918	2,078
Commercial		Potable	5,827	6,070	6,312	6,555	6,798
Other (optional)	Municipal/Public/Institutional	Potable	858	824	791	757	723
Other (optional)	Mixed use, parks, Misc. including hotels for potable water consumption and unknown land use type for recycled water consumption	Potable	576	1,152	1,727	2,303	2,879
Other (optional)	Recycled Water	Non-Potable	4,300	4,729	5,159	5,588	6,017
Other (optional)	NRW - Projected non-revenue water estimated to be 7.6%	Potable	1,263	1,413	1,563	1,713	1,863
		Subtotal Potable	18,388	19,921	21,452	22,985	24,516
		Subtotal Non-Potable	4,300	4,729	5,159	5,588	6,017
		Total	22,688	24,650	26,611	28,573	30,533

4.2.4 Characteristic Five-Year Water Use

Water Code § 10635(b) requires urban suppliers to include a five-year drought risk assessment (DRA) in their UWMPs. A key component of the DRA is estimating water demands for the next five years (2026-2030) without drought conditions (i.e., unconstrained demand). Chapter 7 details the DRA, but the five-year demand projections are summarized in Table 4-4. Projected water demands for 2026 through 2029 were estimated as a linear interpolation between the actual 2025 consumption, reported in Table 4-2, and the 2030 projected water use, reported in Table 4-3.

Table 4-4. Projected Water Use for the Next Five Years (2026-2030)

Water Use	2026	2027	2028	2029	2030
Total Water Use, AF[(a)]	21,120	21,512	21,905	22,297	22,689

(a) Based on demand projection including active conservation.

The characteristic five-year water use is based on normal year demand conditions and will be incorporated into the Drought Risk Assessment, further discussed in Chapter 7.

4.2.5 Estimating Future Water Savings

The water use projections presented in Table 4-4 are based on land use projections within the City's water service area. In accordance with the City's Potable and Recycled Water System Rules and Regulations, water conservation is encouraged within the City. Urban water suppliers may consider the passive savings from codes, standards, ordinances, or transportation and land use plans. Such water savings decrease the water use projections for new and future customers compared to historical customers.

As indicated in Table 4-5, these potential future savings have not been included in the City's water demand projections.

Table 4-5. Inclusion in Water Use Projections (DWR Table 4-3 Retail)

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? Drop down list (y/n)	No
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	
Are Lower Income Residential Demands Included In Projections? Drop down list (y/n)	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	Section 4.2.6
DWR NOTES: Additional guidance is provided in Appendix K.	

4.2.6 Water Use for Lower Income Households

This UWMP considers current adopted codes, plans, and other policies or laws to estimate water savings projections. As indicated in Table 4-5, projected water use for lower income households in the City's water service area are included.

A lower income household is considered to be a household with an income below 80 percent of an area median income, adjusted for family size. Projected water demands for low income, single family, and multi-family residential water uses are included in the total water demands described in Section 4.2.3.

The City's 2023-2031 Housing Element Update includes the number of existing lower income households. The Housing Element indicates approximately 34 percent of the City's lower income households are Low Income (10 percent), Very-Low Income (11.6 percent), or Extremely-Low Income (12.5 percent). The City assumes that lower income households will continue to represent approximately 34 percent of the City's total residential customers through 2050 but is subject to change as demographic changes occur. With this percentage assumption, the projected potable water demand from lower income households will be approximately 3,460 AFY of single-family and multi-family residential water use by 2050.

4.3 DISTRIBUTION SYSTEM WATER LOSSES

System losses are the difference between the actual volume of water treated and delivered into the distribution system and the actual metered consumption. Such real and apparent losses are always present in a water system due to pipe leaks, unauthorized connections or use, faulty meters, unmetered services such as fire protection and training, and system and street flushing.

The City uses the AWWA Water Audits and Loss Control Programs method to annually evaluate its distribution system losses. The water audit is an accounting exercise that tracks all sources and uses of water within a water system over a calendar year.

Table 4-6 summarizes the City's status in submitting its AWWA water audits for the last five years starting in January 2020. Copies of the City's water audit worksheets for the last five years are provided in Appendix E and are uploaded to DWR's WUEdata portal (https://wuedata.water.ca.gov/).

Table 4-6. Last Five Years of Water Loss Audit Reporting (DWR Table 4-5 Retail)

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA4310012	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

In November 2022, DWR and the State Water Board adopted water loss standards for urban retail water suppliers. The new regulation provides suppliers with volumetric standards that establish cost-effective levels of achievable water loss based on each supplier's water system characteristics and budgets. Beginning in January 2028, suppliers must meet their individual volumetric real loss standards based on a three-year compliance period of the Years 2025, 2026, and 2027. Individual apparent water loss standards must also be met at the same 2028 compliance date. Table 4-7 summarizes the real and apparent water losses for 2025 compared to the City's 2028 water loss standard.

As shown in Table 4-7, in 2024, the City met its 2028 apparent water loss standard, but did not meet its 2028 real water loss standard. The City's on-going programs to assess and manage water loss are discussed further in Chapter 9.

Table 4-7. Progress Towards 2028 Water Loss Standard (DWR Table 4-6 Retail)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA4310012	Yes	16.3	Gallons per Service Connection per Day (GPSCD)	26,026	1,255	43.0	18.3	Gallons per Service Connection per Day (GPSCD)	26,026	318	10.9

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4.4 CLIMATE CHANGE CONSIDERATIONS

Climate change has the potential to alter local climatic patterns and meteorology. A Climate Action Plan (CAP) was prepared for the City in 2022 to identify strategies and actions to adapt to the effects of climate change. Some examples of these actions related to water include implementing water conservation measures and maximizing the beneficial uses of recycled water.

The City's future water demand and use patterns may be impacted by climate change. Warmer temperatures are expected to increase landscape irrigation demand. In addition, climate change may increase the frequency and intensity of wildfires, which would increase water demands for firefighting. The water demand projections included in this 2025 UWMP reflect anticipated increases in demands. Current and ongoing water use efficiencies and water conservation by the City's water customers, discussed in Chapter 9, and expanded use of recycled water, discussed in Chapter 6, could mitigate the effects of climate change on water demands.

The City continues to evaluate methodologies to correlate climate change impacts to water demands within its service area and will incorporate climate change impacts on demands in future UWMPs. The potential impacts of climate change on the City's water supplies are described in Chapter 6.

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CHAPTER 5
SB X7-7 Baselines, 2020 Target, and 2025 Reporting

In November 2009, SB X7-7, the Water Conservation Act of 2009, was signed into law as part of a comprehensive water legislation package. The Water Conservation Act addressed both urban and agricultural water conservation. The legislation set a goal of achieving a 20 percent statewide reduction in urban per capita water use by December 31, 2020 (i.e., "20 by 2020"). To meet the urban water use target requirement, each retail supplier was required to determine its baseline water use, as well as its target water use for the Year 2020. Water use is measured in gallons per capita per day (GPCD).

In this UWMP, the City is required to report its compliance with the 2020 urban water use target as of 2020. The 2020 urban water use target has since been superseded by the establishment of Urban Water Use Objectives as part of the Making Conservation a California Way of Life regulation adopted on July 3, 2024. Starting in 2024, the City's Urban Water Use Objective is calculated and reported annually through a separate process, and therefore, the City does not compare its 2025 water use with its 2020 target. Additional information on the City's water conservation practices and objectives is included in Chapter 9.

5.1 OVERVIEW AND BACKGROUND

The City's compliance with SB X7-7 was first addressed in the City's 2010 UWMP. The City's baseline per capita water use was determined, and urban water use targets for 2015 and 2020 were established and adopted. Actual water use data and population estimates were used to calculate per capita water use.

SB X7-7 required each urban water retailer to determine its baseline daily per capita water use over a 10-year or 15-year baseline period. In its 2015 UWMP, the 10-year baseline period that the City selected was 1995 through 2004. The City also considered a 5-year baseline period of 2003 to 2007, and ultimately used that baseline daily per capita water use because it was less than the estimated 10-year baseline. The City calculated its baselines and water use targets on an individual reporting basis in accordance with SB X7-7 legislation requirements and *DWR Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (2016) (DWR Methodologies). Details of the specific methodology used to calculate the City's 2020 water use target are documented in its 2020 UWMP.

5.2 2020 DAILY PER CAPITA WATER USE COMPLIANCE

In its 2020 UWMP, the City calculated its actual 2020 water use for the 2020 Calendar Year in accordance with the DWR Methodologies document. As shown in Table 5-1, urban per capita water use in 2020 was 124 GPCD, which is below the confirmed 2020 water use target of 186 GPCD. Therefore, the City met its 2020 final water use target. Water use in 2020 in the City's service area was reduced as compared to baseline years as a result of increased water conservation efforts by the City and its customers.

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Table 5-1. SB X7-7 2020 Target Progress (DWR Table 5-1 Retail)

☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	186	124	Yes		NA

5.3 REGIONAL ALLIANCE

The City chose to comply with the requirements of SB X7-7 on an individual basis. The City elected not to participate in a regional alliance.

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CHAPTER 6
Normal-Year Water Supply Characterization

This chapter characterizes the City's water supply portfolio. Currently available water supplies, as well as future anticipated water supplies, are described and quantified. The management of each water supply is discussed, along with the measures that the City has taken to develop planned sources of water.

The City's existing water supply facilities are described in Chapter 3 of this UWMP, and its water supplies consist of the following:

- Treated surface water purchased from the SFPUC and Valley Water
- Groundwater pumped by the City from City-owned and operated wells
- Recycled water from SBWR

Anticipated availability of the City's water supplies under a normal water year is provided in this chapter. The availability of the City's water supplies under a single dry year and a drought lasting five years, as well as more frequent and severe periods of drought, are described in detail in Chapter 7 of this UWMP, along with the basis of those estimates.

6.1 PURCHASED OR IMPORTED WATER

The City purchases treated potable water from SFPUC and Valley Water as described in this section.

6.1.1 Treated Surface Water from SFPUC

6.1.1.1 Description of SFPUC Regional Water System

Over 2.7 million people and businesses in San Francisco and throughout the Bay Area rely on water supplied by the SFPUC, a department of the City and County of San Francisco, to meet their daily water needs. The San Francisco RWS is a municipally owned infrastructure operated by the SFPUC that serves both retail and wholesale customers. The RWS supplies high-quality drinking water from the Tuolumne River watershed and from the local Alameda and Peninsula watersheds. The RWS draws an average of 85 percent of its supply from the Tuolumne River watershed, collected in Hetch Hetchy Reservoir in Yosemite National Park. This water feeds into an aqueduct system delivering water 167 miles by gravity to Bay Area reservoirs and customers. The remaining 15 percent of the RWS supply is drawn from local surface waters in the Alameda and Peninsula watersheds. The percentage split between these water sources varies from year to year depending on the water year hydrology and operational circumstances.

6.1.1.1.1 RWS Distribution

The RWS, shown on Figure 6-1, consists of more than 280 miles of pipelines, 60 miles of tunnels, 11 reservoirs, five pump stations, two water filtration plants, and two treatment facilities for pH adjustment and/or disinfection. It includes the Hetch Hetchy Water and Power (HHWP) Project and the Bay Area water system facilities. The HHWP Project is generally composed of reservoirs, hydroelectric generation and transmission facilities, and water transmission facilities from the Hetch Hetchy Valley west to the Alameda East Portal of the Coast Range Tunnel in Sunol Valley. Water system components of the HHWP Project are also referred to as the Hetch Hetchy System. The local Bay Area water system is comprised of two parts, the Alameda System and the Peninsula System,

generally consisting of the facilities west of the Alameda East Portal of the Coast Range Tunnel, including the 63,000-acre Alameda and Peninsula watersheds, storage reservoirs, two water filtration plants, and the distribution system that delivers water to both retail and wholesale customers. The Hetch Hetchy, Alameda, and Peninsula Systems are described in more detail below.

- **Hetch Hetchy System:** In the Hetch Hetchy System, water is diverted from the Tuolumne River watershed into the Hetch Hetchy Reservoir and is then transported in a series of tunnels and aqueducts from the Sierra Nevada to the San Joaquin Pipelines that cross the San Joaquin Valley to the Coast Range Tunnel, which connects to the Alameda System at the Alameda East Portal. Hetch Hetchy System water is disinfected at the Tesla Treatment Facility.
- **Alameda System:** The Alameda System includes two reservoirs, San Antonio Reservoir and Calaveras Reservoir, which collect water from the San Antonio Creek, Upper Alameda Creek, and Arroyo Hondo watersheds in Alameda County. San Antonio Reservoir also receives water from the Hetch Hetchy System. Conveyance facilities in the Alameda System connect the Hetch Hetchy System and Alameda System to the Peninsula System. The Bay Division Pipelines cross the South Bay to the Peninsula System delivering water to customers along the pipeline route. The Sunol Valley Water Treatment Plant (SVWTP) filters and disinfects water supplied from San Antonio Reservoir and Calaveras Reservoir. The Sunol Valley Chloramination Facility treats Hetch Hetchy supplies with aqueous ammonia to form chloramines and with sodium hydroxide to adjust pH, then blended in the Alameda Siphons for delivery to Bay Area customers via the Irvington Tunnels.
- **Peninsula System**: The Peninsula System includes conveyance facilities connecting the Bay Division Pipelines to the distribution system in San Francisco and to other customers on the Peninsula. Two reservoirs, Crystal Springs Reservoir and San Andreas Reservoir, collect runoff from the San Mateo Creek watershed. Crystal Springs Reservoir also receives water from the Hetch Hetchy System. A third reservoir, Pilarcitos Reservoir, collects runoff from the Pilarcitos Creek watershed and directly serves one of SFPUC's Wholesale Customers, the Coastside County Water District (which includes the City of Half Moon Bay), along with delivering water to Crystal Springs and San Andreas Reservoirs. The Harry Tracy Water Treatment Plant (HTWTP) filters and disinfects water supplied from Crystal Springs Reservoir and San Andreas Reservoir before it is delivered to customers on the Peninsula and in San Francisco.

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Figure 6-1. SFPUC Regional Water System and Main Facilities

6.1.1.1.2 Water Treatment

The Hetch Hetchy Reservoir is the largest unfiltered water supply on the West Coast and one of only a few large unfiltered municipal water supplies in the nation. The water originates from well-protected wilderness areas in Yosemite National Park and flows down the Tuolumne River to Hetch Hetchy Reservoir. This water meets or exceeds all federal and state criteria for watershed protection. Water from Hetch Hetchy Reservoir, which is protected in pipes and tunnels as it is conveyed to the Bay Area, requires pH adjustment to control pipeline corrosion and disinfection for bacteria control.

Based on the SFPUC's disinfection treatment practice, extensive bacteriological quality monitoring, and high operational standards, the U.S. Environmental Protection Agency (USEPA) and the State Water Board Division of Drinking Water (DDW) determined that the Hetch Hetchy water source meets federal and State drinking water quality requirements without the need for filtration.

A USEPA regulation took effect in 2012 requiring secondary disinfection for all unfiltered drinking water systems to control the waterborne parasite Cryptosporidium. The SFPUC complied with this regulation by completing construction of a new ultraviolet treatment facility in 2011. The Tesla Treatment Facility is a key component of the SFPUC Water System Improvement Program and enhances the high-quality water from the RWS. The facility has a capacity of 315 mgd, making it the third largest ultraviolet drinking water disinfection facility in the U.S.

The SFPUC treats all water derived from sources other than Hetch Hetchy Reservoir at one of two water filtration facilities: the SVWTP or the HTWTP. The SVWTP primarily

treats water from the Alameda System reservoirs and has a design capacity of 160 mgd. Treatment processes include powder activated carbon treatment for taste and odor control, coagulation, flocculation, sedimentation, filtration, disinfection, fluoridation, corrosion control treatment, and chloramination. The nearby Sunol Valley Chloramination Facility can also provide fluoridation, chloramination, and corrosion control treatment for Hetch Hetchy System water combined with water treated from the SVWTP. The HTWTP treats water from the Peninsula System reservoirs and has a design capacity of 140 mgd. Treatment processes at SVWTP include ozonation, coagulation, flocculation, filtration, disinfection, fluoridation, corrosion control treatment, and chloramination. The SFPUC completed major upgrades to the SVWTP in 2013 and to the HTWTP in 2015.

6.1.1.1.3 Water Storage

Most of the water delivered by the SFPUC is supplied by runoff from the upper Tuolumne River watershed on the western slope of the central Sierra Nevada. Three major reservoirs collect runoff: Hetch Hetchy Reservoir, Cherry Reservoir (also known as Lake Lloyd), and Lake Eleanor Reservoir. A "water bank" in Don Pedro Reservoir is also integrated into RWS operations. Don Pedro Reservoir, which is jointly owned and operated by Modesto Irrigation District and Turlock Irrigation District, is located on the Tuolumne River downstream of the Hetch Hetchy System.

San Francisco generates hydroelectric power through the HHWP Project as a by-product of water delivery and water supply management. Water released from Hetch Hetchy Reservoir is used for hydroelectric generation and provides instream flows when released downstream. Normally, only Hetch Hetchy Reservoir water supplies are exported to the Bay Area, while releases from Lake Eleanor and Cherry Reservoir are used to provide instream flows, satisfy the Districts' Raker Act allocations, and produce hydroelectric power. The HHWP Project includes four hydroelectric powerhouses along the Tuolumne River (Holm, Kirkwood, Moccasin, and Moccasin Low Head) that have a collective generating capacity of nearly 400 megawatts.

In the Bay Area, the SFPUC utilizes the local Peninsula and Alameda watersheds. Crystal Springs, San Andreas, and Pilarcitos Reservoirs, located in San Mateo County, capture local runoff in the Peninsula watershed, and Calaveras and San Antonio Reservoirs, located in Alameda County, capture local runoff in the Alameda watershed. In addition to capturing local runoff, San Andreas, San Antonio, and Crystal Springs Reservoirs provide storage for water conveyed to the Bay Area from the Hetch Hetchy System. These four local reservoirs are an important water supply source in the event of an interruption to Hetch Hetchy System deliveries.

Prior to 2019, Calaveras Reservoir had been operating in recent years at one-third of its capacity due to restrictions imposed by the California Department of Water Resources Division of Safety of Dams (DSOD). The Calaveras Dam Replacement Project, which took place from 2011 to 2019, involved the construction of a new dam downstream of the then-existing dam. The DSOD restrictions on filling to full capacity have since been removed, and Calaveras Reservoir reached full capacity during the 2022/2023 winter season when it was refilled completely following the dam replacement project in January 2023.

6.1.1.2 Wholesale Water Contractual Obligations

The SFPUC sells water to the Wholesale Customers under the terms of a 25-year contract known as the Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County and associated individual water sales contracts with each Wholesale Customer. Collectively, the Wholesale Customers receive over two thirds of the RWS's annual deliveries, with the remaining approximately one third provided to the SFPUC's retail customers located inside and outside of San Francisco (collectively referred to as the Retail Customers). Of the 26 Wholesale Customers, 10 rely on the SFPUC for 100 percent of their total water supply needs. The remaining 16 Wholesale Customers rely on the SFPUC for a significant portion of their water supply needs, but also use other local and imported supplies to meet their retail water customers' demands, including, but not limited to, local groundwater and surface water, recycled water, and, in some cases, purchases from the Santa Clara Valley Water District and the State Water Project.

The WSA became effective on July 1, 2009, as its predecessor agreement, the 1984 Settlement Agreement and Master Water Sales Contract between the SFPUC and the Wholesale Customers (1984 Agreement), expired. The WSA, as amended and restated in 2025, describes the current contractual relationship between the SFPUC and the Wholesale Customers.

The WSA carries forward many components of the 1984 Agreement, including the SFPUC's "Supply Assurance" of 184 mgd to the Wholesale Customers. The SFPUC has agreed to deliver water to the Wholesale Customers up to the amount of the Supply Assurance, and this agreement is perpetual and survives the expiration of the WSA. The Supply Assurance is, however, subject to reduction due to water shortage, drought, scheduled RWS maintenance activities, and emergencies.

The Supply Assurance is shared among 24 of the 26 Wholesale Customers (all Wholesale Customers, which have "permanent" status, except the Cities of San Jose and Santa Clara, which are "temporary, interruptible" customers). Twenty-three of these 24 Wholesale Customers have an "Individual Supply Guarantee" (ISG), which represents their dedicated individual share of the 184 mgd Supply Assurance.

The ISGs are also perpetual and survive the expiration of the WSA. The City of Hayward is the 24th Wholesale Customer that shares in the Supply Assurance, but it does not have an ISG due to the terms of its 1962 individual water supply contract with the SFPUC that did not contain a fixed allocation of water. The City of Hayward's unspecified water supply allocation is included in the Supply Assurance as the difference between 184 mgd and the sum of the other 23 permanent Wholesale Customers' ISGs (22.1 mgd). If Hayward's water purchases from the RWS exceed 22.1 mgd over a period of three consecutive fiscal years (an event that has not occurred to date and is not projected to occur before 2050), the 23 Wholesale Customers with ISGs would be required to reduce their individual ISGs to accommodate the demands of Hayward.

Each Wholesale Customer also has an individual water sales contract with the SFPUC that describes the service area of the customer, identifies the location and size of service

connections between the RWS and the customer's distribution systems, and in some instances contains additional specific provisions unique to the customer. The individual water sales contracts may be amended from time to time by the SFPUC and the applicable Wholesale Customer pursuant to the terms of the WSA.

As noted above, the City is not currently in the Supply Assurance commitment and currently has a temporary and interruptible water supply contract with SFPUC. The City's current contract allocation with SFPUC is 4.5 mgd (5,041 AFY).

6.1.1.3 Future Water Supply Decisions

In the 2009 WSA, the SFPUC committed to make two decisions before the end of 2018 regarding future water supplies, with the prerequisite of the SFPUC having completed any necessary California Environmental Quality Act (CEQA) review relevant to those decisions:

- Whether or not to make the Cities of San Jose and Santa Clara permanent customers of the RWS, if the SFPUC determines that RWS long-term water supplies are available to support their permanent status, and
- Whether or not to increase the Supply Assurance above 184 mgd to meet future Wholesale Customer demands.

Prior to 2018, the SFPUC determined that it was prudent to defer these decisions due to uncertainty about water supply availability and future growth patterns in the Bay Area, as well as unprecedented reductions in demands on the RWS, which indicated that total Wholesale Customer demands (including the demands of San Jose and Santa Clara, who do not share in the 184 mgd Supply Assurance) would be 173.9 mgd in 2040. Accordingly, the SFPUC and the Wholesale Customers amended the WSA in 2018, deferring the future water supply decisions to the end of 2028 to allow the SFPUC to conduct further water supply planning, including a reevaluation of RWS demands and supply options, and any necessary CEQA analysis. Based on current projections, Wholesale Customer demands (including the demands of San Jose and Santa Clara) will continue to be less than the 184 mgd Supply Assurance through the year 2050.

The SFPUC's planning efforts to support its decision regarding the status of San Jose and Santa Clara are a part of the SFPUC's Alternative Water Supply Program.

6.1.2 Treated Surface Water from Valley Water

Valley Water operates a complex and interconnected water supply system to conjunctively manage supplies from surface water (imported and local) and groundwater to meet countywide demand. Valley Water's current sources of potable water supply are primarily imported water supplies, with the remaining water supplied from local groundwater and surface water. As stated in Valley Water's 2050 WSMP which was adopted in November 2025, imported water supplied from SFPUC makes up 10 percent of the total water supply and 40 percent is conveyed via the Delta from the State Water Project (SWP) and Central Valley Project (CVP). Valley Water also utilizes recycled water for non-potable reuse, which has historically made up 5 percent of the total water supply. Water conservation makes up 15 percent of the total water supply, which represents

consistent short- and long- term reductions in water use. The remaining 30 percent of supply is from local water which includes rainwater captured in Valley Water reservoirs and natural groundwater recharge.

According to the Valley Water's 2050 WSMP, more than 70 percent of the Delta-conveyed supply is delivered to Valley Water's three potable water treatment plants. Valley Water's current contractual allocation from Delta-conveyed supplies is 252,500 AFY, although actual water allocated is typically less since it depends on hydrology and regulatory restrictions. In dry and critically dry years, allocations have been substantially reduced, requiring Valley Water to rely more heavily on local groundwater supplies and banked storage. The imported supplies are sent to Valley Water's three drinking water treatment plants, used for managed groundwater recharge, or stored in local, State, and Federal reservoirs for use in subsequent years. Valley Water also stores some of its imported water in the Semitropic Groundwater Bank in the San Joaquin Valley for withdrawal during dry periods or as otherwise needed.

The City does not currently use or plan to use self-supplied surface water. However, the City purchases surface water from SFPUC through Valley Water as discussed in Section 6.1.1.

The City's actual and projected normal year water supplies from SFPUC and Valley Water are shown in Table 6-1 in 5-year increments from 2025 to 2050. The availability of these sources under single dry, five-year droughts, and other water year conditions is discussed in Chapter 7.

Table 6-1. Purchased or Imported Water Supplies – Actual and Projected (AF)

Water Supplier	Actual and Projected Water Supply Volume[(a)]					
	2025	2030	2035	2040	2045	2050
SFPUC	3,229	5,041	5,041	5,041	5,041	5,041
Valley Water	2,590	4,560	4,560	4,560	4,560	4,560

(a) Actual purchased water supply for 2025 is from the City's 2025 Production-Sales Spreadsheet. Projected 2030 - 2050 water supply from SFPUC is based on the current contract with SFPUC with a maximum delivery rate of 4.5 mgd; and 2030 - 2050 water supply from Valley Water is based on the current contract with Valley Water with a maximum delivery rate of 4.1 mgd.

As described in Chapter 7, surface water supply curtailments are possible in dry years and may be offset with additional groundwater use and/or demand reduction through implementation of the City's WSCP, described in Chapter 8.

6.2 GROUNDWATER

The City's groundwater is supplied from the Santa Clara Subbasin (DWR Basin No. 2-9.02), as shown on Figure 6-2, which is one of four subbasins within the larger Santa Clara Valley Basin. The Santa Clara Subbasin is bounded by the Santa Cruz Mountains to the west, the Diablo Range to the east, the south San Francisco Bay to the north, and the Coyote Narrows to the south. The Santa Clara Subbasin can be further

subdivided into two groundwater management areas: the Santa Clara Plain and the Coyote Valley. Of those, the City overlies the Santa Clara Plain.

The Santa Clara Subbasin has been designated a high priority subbasin by the DWR based on criteria that include overlying population, projected growth, number of wells, irrigation acreage, groundwater reliance, and groundwater impacts.

6.2.1 Groundwater Basin Management

Valley Water manages the groundwater supply in Santa Clara County and works with various water retailers in the area to prevent subsidence and overdraft of the basin to ensure reliable water supplies. The Santa Clara Valley Basin is not adjudicated nor currently listed as overdrafted. This can be attributed to Valley Water's network of imported surface water supplies, groundwater recharge system, water supply long-term planning, and aggressive conservation efforts through community outreach and rebate programs.

In 2014, Governor Brown signed the SGMA to promote local, sustainable groundwater management. For basins designated as medium and high priority by the State, SGMA required local GSAs to develop and implement GSPs or Alternatives to achieve sustainability. Valley Water is the GSA for the Santa Clara Subbasin.

In 2019, DWR approved Valley Water's 2016 Groundwater Management Plan for the Santa Clara and Llagas Subbasins as an Alternative, determining it satisfies the objectives of SGMA. Periodic evaluations of approved plans are required at least every five years, so Valley Water submitted the Board-adopted 2021 Groundwater Management Plan to DWR in December 2021 (https://assets.valleywater.org/files/2021_GWMP.pdf). In June 2024, DWR approved the 2021 Groundwater Management Plan confirming the Alternative satisfies the objectives of SGMA and complies with related regulations.

Valley Water has managed the groundwater resources in Santa Clara County since 1929, and conditions have been sustainable for many decades due to activities that protect and augment groundwater supplies. Valley Water has essentially halted overdrafting and resulting subsidence of the Santa Clara Valley Basin by maintaining or increasing groundwater storage through managed recharge, as well as through effective conjunctive use management of surface water and groundwater supplies.

Groundwater is currently approximately 60 percent of the City's potable water supply, with wells located in each of the City's pressure zones. The City currently has 25 groundwater wells considering one well (Well #21) is planned to be abandoned, 21 of which are active (20 active wells and one standby well), with design capacities ranging from approximately 780 to 2,170 gallons per minute (gpm).



Figure 6-2. Santa Clara Valley Groundwater Basin

6.2.2 Groundwater Use – Past Five Years

The volume of groundwater pumped by the City over the past five years is summarized in Table 6-2. Groundwater supply provided an average of 10,455 AF, 50.3 percent of the City's potable water supply between 2021 and 2025. In 2025, the City pumped 11,038 AF from the groundwater basin, about 53.2 percent of the City's total potable water supply. No limitations or challenges have been set for obtaining groundwater during the past five years as the City has been operating well within the sustainable yield, and the available groundwater quantity was sufficient.

Table 6-2. Groundwater Pumped in Last Five Years (DWR Table 6-1 Retail)

Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Potable	Santa Clara Subbasin	9,816	10,329	10,431	10,659	11,038
		Total	9,816	10,329	10,431	10,659	11,038

6.2.3 Groundwater Use – Projected

The City plans to continue groundwater use to help meet peak demand and in dry years to make up for anticipated reductions in surface water deliveries. The City's projected normal year supplies for groundwater through 2050 are provided in Table 6-3. Projected groundwater supplies will be used conjunctively with purchased surface water from SFPUC and Valley Water. The total projected water supply available for the City to meet projected water demands is further discussed in Section 6.9. The availability of groundwater under single dry, five-year droughts, and any other water year conditions is discussed in Chapter 7.

Table 6-3. Groundwater Supplies – Projected (AF)

Groundwater Type	Location or Basin Name	Projected Water Supply Volume[(a)]				
		2030	2035	2040	2045	2050
Alluvial Basin	Santa Clara Subbasin	23,048	23,048	23,048	23,048	23,048

(a) Projected groundwater supplies in 2030 - 2050 are based on the City's historical maximum annual groundwater production in Fiscal Year (FY) 1986/87.

6.3 STORMWATER

The City has been a member of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) since the early 1990s. The program and member agencies, which consist of thirteen cities in Santa Clara Valley, the County of Santa Clara, and Valley Water, share a common National Pollutant Discharge Elimination (NPDES) permit to discharge to the South San Francisco Bay. The purpose of the program is to reduce pollution in stormwater runoff and protect water quality and the beneficial uses of San Francisco Bay and Santa Clara Valley creeks and rivers.

As a result of the 2014 California Water Action Plan, the State Water Board created the "Strategy to Optimize Resource Management of Stormwater" (STORMS). The purpose of this program was to promote stormwater as a valuable resource, support policies for collaborative watershed-level stormwater management and pollution prevention, provide funding opportunities, develop resources, and integrate regulatory and non-regulatory interests.[1] This program influenced Bay Area municipal stormwater NPDES permits to establish new stormwater management requirements.

The City does not currently utilize stormwater capture within its system for reuse in commercial, industrial or irrigation. The City's stormwater drainage system discharges via gravity outfalls and pump stations into three ephemeral creeks (Calabazas, Saratoga and San Tomas Aquino Creek). Since 2016, the City along with 75 other municipalities and local agencies, is subject to the requirements of Phase I of Order R2-2015-0049 Municipal Regional Stormwater NPDES Permit (MRP). The current MRP implements new requirements and targets related to reducing trash loads from stormwater, developing and implementing a trash monitoring program for creeks and shorelines, meeting mercury and Polychlorinated Biphenyls (PCBs) stormwater reduction goals and developing and implementing Green Stormwater Infrastructure (GSI) Plans.[2]

The City's approved GSI Plan was developed as part of the new requirements of the 2016 MRP. The purpose of the GSI Plan is to demonstrate the City's commitment to promote green stormwater infrastructure over traditional storm drainage infrastructure while reducing or eliminating the effects of urban runoff. Implementing GSI facilities and measures have multiple benefits, including reducing urban heat island effect and serving as a means of stormwater capture for later use as a non-potable water supply. Since stormwater capture is not currently utilized by the City, it will not be considered as a source of non-potable water supply for the purpose of the UWMP.

The City does not currently use or plan to use stormwater for beneficial reuse.

6.4 WASTEWATER AND RECYCLED WATER

6.4.1 Recycled Water Coordination

South Bay Water Recycling (SBWR) is the regional permit holder for recycled water in San José, Santa Clara and Milpitas, ensuring compliance with State regulations for recycled water quality and use. SBWR is a recycled water wholesaler to four retailers: San Jose Water, San José Municipal Water, City of Santa Clara, and City of Milpitas. Customers, including the City, buy recycled water from the retailer in their location.

[1] City of Santa Clara 2019 Green Stormwater Infrastructure Plan

[2] Santa Clara Valley Urban Runoff Pollution Prevention Program Website - https://scvurppp.org/about-scvurppp/

6.4.2 Wastewater Collection, Treatment and Disposal

The wastewater collection system within the City is owned and operated by the City. Over 270 miles of sewer mains and seven pump stations are used to convey wastewater to the RWF.

The Cities of San Jose and Santa Clara own the RWF. The City of San Jose is the administrative agency who operates the RWF under a 1959 Agreement (subsequently amended). The RWF also treats wastewater from the Cities of Milpitas, Campbell, Cupertino, Los Gatos, Monte Sereno, and Saratoga, as well as several unincorporated areas of Santa Clara County. The RWF service area covers 300 square miles and a population of over 1.4 million people.

The RWF is an advanced tertiary treatment plant that treats an average of 110 mgd (123,216 AFY) of wastewater. Currently, approximately 13 percent of the effluent from the RWF is re-chlorinated and meets the requirements of California Code of Regulations (CCR) Title 22 for unrestricted non-potable reuse. Since March 2014, the RWF also supplies the Silicon Valley Advanced Water Purification Center with secondary wastewater for advanced purification treatment. The remainder of the wastewater is discharged to the Artesian Slough, which leads to the southern portion of the San Francisco Bay.

In 2025, a total of 11,048 AF (3,600 MG) of wastewater was collected in the City of Santa Clara wastewater service area, as shown in Table 6-4.

Table 6-4. Wastewater Collected Within Service Area in 2025 (DWR Table 6-2 Retail)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
City of Santa Clara	Metered	11,048	San Jose/Santa Clara WPCP, Place ID 255333	No
Total Wastewater Received from UWMP Service Area in 2025:		11,048		

6.4.3 Recycled Water System Description

The City's recycled water comes from wastewater produced within Santa Clara and other south San Francisco Bay Area cities, which is conveyed to the RWF, one of the largest such treatment facilities in California, where it receives advanced tertiary treatment. The RWF is located northeast of Santa Clara and is managed by the City of San Jose. Recycled water produced by the RWF meets all water quality standards and treatment reliability criteria for water recycling under Title 22 of the California Code of Regulations.

Once treated water leaves the RWF, the recycled water is distributed for non-potable use by SBWR. SBWR's recycled water system consists of over 150 miles of pipeline, five pump stations, and 10 MG of storage in reservoirs. SBWR delivers more than four billion gallons of recycled water per year to more than 900 commercial customers, an average of 11 mgd. Additional information about SBWR can be found on the City of San Jose SBWR website.

Approximately 19 percent of the City's overall water supply portfolio is recycled water purchased from SBWR. Figure 6-3 shows the City's Existing Recycled Water System. Table 6-5 provides information on the wastewater treated and discharged within the City's water service area in 2025.

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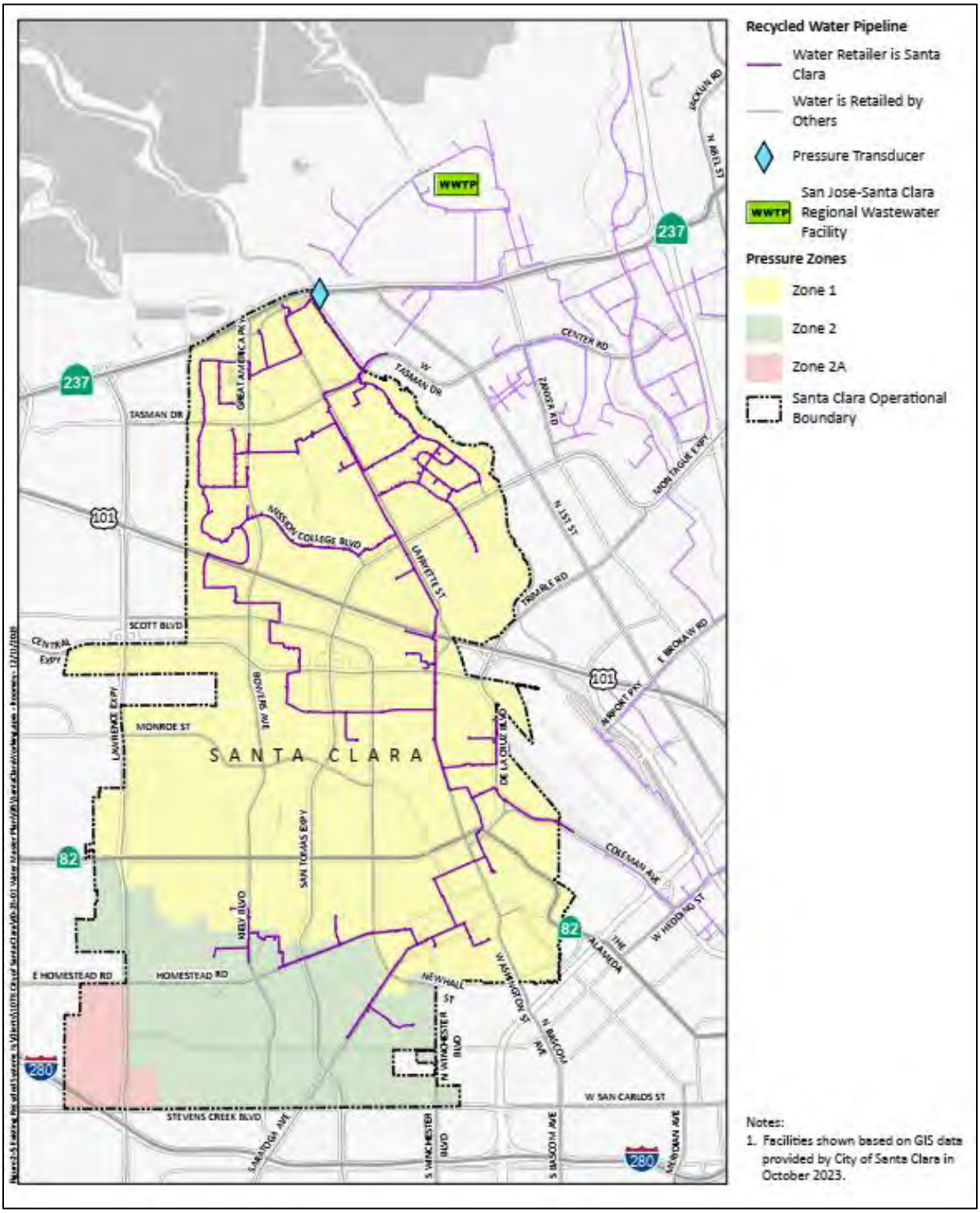


Figure 6-3 Existing Recycled Water System

Table 6-5. Wastewater Treatment and End Uses Within Service Area in 2025 (DWR Table 6-3 Retail)

☐	**Check the box if no wastewater is treated or disposed of within the UWMP service area.** Proceed to the next table.													
Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
San Jose/Santa Clara WPCP, Place ID 255333	Yes	11,048	116,831	Tertiary	3,871	Tertiary	8,572		-		-	Tertiary	4,387	Valley Water's SVAWPC
Total		11,048	116,831		3,871		8,572		0		0		4,387	

NOTES: The reported wastewater volume of 11,048 AF includes contributions from the Cupertino Sanitary District. Advanced treated flows from Valley Water's Advanced Purification Center are blended back with tertiary-treated recycled water for SBWR. Therefore, these treated flows are included in the total recycled water produced by the San Jose/Santa Clara WPCP.

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6.4.4 Potential, Current, and Projected Recycled Water Uses

The City's recycled water system has been in operation since 1989. The City has pursued the use of recycled water including use in industrial processes, residential irrigation and dual plumbed buildings for toilet and urinal flushing. The City has also pursued more traditional uses for recycled water as a drought proof water source for large turf area irrigation in commercial settings.

Currently, the City has over 350 active recycled water accounts, which include industrial process use, dual-plumbing, cooling tower and irrigation uses.

The existing recycled water distribution system was laid out to maximize service to large potential recycled water customers. Since the last UWMP, approximately 5,000 feet of system expansions have been completed as part of land development projects. Additional customer accounts have been added, and pending projects indicate continued growth in recycled water demand.

The City and SBWR are working with potential customers along the pipeline extensions to encourage, and in some instances, require recycled water use for irrigation and/or cooling towers. Current projects that have been completed since the last UWMP, are in construction, or are scheduled to be completed within the UWMP reporting period (2025-2050) are estimated to increase the total recycled water demand.

Some additional customers may be provided with recycled water once additional recycled water distribution mainline extensions are completed. The current five-year Capital Improvement Plan (CIP) includes expanding the recycled water system and extending the recycled water main to offset potable water demands (where applicable) for new proposed developments. Due to the high cost of distribution system extensions and retrofit costs, converting smaller potential users to recycled water use are usually not cost effective.

The potential future uses of recycled water are similar to the current uses: landscape irrigation and industrial processes. Through the expansion of the recycled water distribution system within the City, existing large landscape systems like City parks may be retrofitted to use recycled water and existing industrial processes that had previously been out of reach of the recycled water system may potentially be converted. New non-residential projects located near recycled water mains are able to utilize recycled water for toilet flushing and cooling tower water by installing dual plumbing within the development. Since the 2020 UWMP, the City has made some expansions to the current recycled water infrastructure as part of land development projects. The City plans to continue the extension/expansion to City parks and upgrade of the recycled water system main as part of the City's CIP.

All new developments that occur within a reasonable distance of the existing or proposed recycled water distribution system will be required to accommodate recycled water for landscape irrigation and/or cooling towers (i.e., dual-plumbing). The City is also requiring developers to be ready to use recycled water if it is available in the future. Several infill projects may be developed along the recycled water distribution system that is currently

in place. The City is projecting increased use by the current recycled water customers and added customers due to new development and redevelopment along the existing recycled water pipelines. While the largest potential recycled water users have already been converted to recycled water use, the City is becoming home to a large data center industry and the data centers can use large volumes of water in cooling towers. SBWR and the City are encouraging or requiring new projects to use recycled water for landscape irrigation, dual plumbing and cooling towers. New projects are required to use recycled water where available; where recycled water is not yet available, new projects must be designed as "recycled water ready" (i.e., in accordance with recycled water standards) to facilitate future conversion. Based on sites already utilizing recycled water, and expected demands of projects currently in the permitting process to use recycled water, future recycled water use is expected to increase.

Table 6-6 summarizes the City's current and planned recycled water direct beneficial uses within the City's service area for 2025 to 2050.

Table 6-7 compares the 2020 UWMP recycled water use projections to 2025 actual recycled water use. Actual recycled water use in 2025 is lower than the quantity projected in the 2020 UWMP. Actual development has differed from what was previously planned. In addition, California Paperboard, which was one of the largest recycled water users, is no longer operating in the City, resulting in reduced recycled water demand.

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Table 6-6. Current and Projected Recycled Water Direct Beneficial Uses Within Service Area (DWR Table 6-4 Retail)

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	Potential Recycled Water Use	
									Volume	Narrative page number (OPTIONAL)
Other (Description Required)	Non-Potable	Landscape Irrigation (Parks, schools, cemeteries, churches, residential, other public facilities); Commercial Use (Landscaping, toilets, HVAC, car washes, laundries, nurseries, etc); Industrial Use (Cooling towers)	3,871	4,300	4,729	5,159	5,588	6,017	6,017	
		Subtotal Potable	0	0	0	0	0	0	0	
		Subtotal Non-Potable	3,871	4,300	4,729	5,159	5,588	6,017	6,017	
		Total	3,871	4,300	4,729	5,159	5,588	6,017	6,017	

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Table 6-7. 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual (DWR Table 6-5 Retail)

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Other (Description Required)	4,570	3,871
Total	4,570	3,871
NOTES: The recycled water uses include landscape irrigation (parks, schools, cemeteries, churches, residential, other public facilities), commercial use (landscaping, toilets, HVAC, car washes, laundries, nurseries, etc), and industrial use (cooling towers).		

The City's identified actions to expand recycled water use within its service area are described below as summarized in Table 6-8. The total expected increase in recycled water use is 2,146 AF with the implementation of the actions listed in Table 6-8 and other applicable actions.

Table 6-8. Methods to Expand Future Recycled Water Use (DWR Table 6-6 Retail)

☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
Page 6-18 and 6-19	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Education and Outreach	Educate residents and businesses on recycled water benefits through outreach campaigns, environmental fairs, and partnerships with local organizations.	2026	2,146
Technical Assistance	Provide technical support for system design, retrofits, landscaping, and regulatory permitting to facilitate recycled water adoption.	2026	0
Regulatory Requirements	Require the use of recycled water for irrigation and other non-potable uses where available, feasible, and compliant with standards.	2026	0
Water Quality & Reliability Improvements	Supply high-quality, consistent recycled water to reduce costs and improve performance for industrial and landscape applications.	2026	0
Regional Planning & Partnerships	Participate in regional water reuse planning to expand recycled water use, enhance system reliability, and promote potable reuse initiatives.	2026	0
		Total (AF)	2,146
		Unit Conversion to AF	2,146
NOTES: The expected increase in recycled water for the first action represents the total projected increase from current to future recycled water use. This increase is attributable to all the actions listed above and other applicable actions and is difficult to allocate among them individually.			

City staff are educating City residents and businesses of the benefits of using recycled water and encouraging attendance at environmental fairs hosted by the City as well as local businesses promoting recycled water use. In addition, City staff also reach out to businesses along the recycled water pipeline to educate and encourage conversion to recycled water.

City code requires new development to utilize recycled water for approved uses where recycled water is available. Recycled water is also required for construction water use when a project site is within 3 miles of a recycled water fill station. In addition, the City offers technical assistance for the design of retrofits, horticultural and landscaping problems, and for the permit process through the State Water Board – Division of Drinking Water for each recycled water use location.

The City Code, Section 13.15.160(a), states that the City Council intends to prohibit the use of potable water for landscape irrigation where recycled water is made available and meets all applicable standards. Section 13.15.160(b) states that the City Council also intends to require the use of recycled water for all other non-potable uses where recycled water is made available and meets all applicable standards for those uses and is determined to be suitable and economically feasible therefore. The goals of City Council are sustainability and to offset potable water use by using recycled water.

Valley Water and the RWF completed construction of an Advanced Water Treatment Facility adjacent to the RWF in 2014. The Silicon Valley Advanced Water Purification Center (SVAWPC) was constructed to enhance the quality of the recycled water currently produced by the RWF for potable reuse in the augmentation of groundwater or surface water supplies. The SVAWPC produces up to 8.0 MG of highly purified recycled water per day. The facility has been designed so that it can be expanded in the future to four times its initial size.

Water that has undergone two levels of treatment at the adjacent RWF can undergo three additional advanced treatment stages: microfiltration, reverse osmosis, and ultra-violet disinfection. The SVAWPC produces water that is as pure as, or purer than, many potable water sources. The water that is produced is blended with recycled water from the SBWR program. The enhanced blend of water will help industrial users reduce operating costs, and it can be used on a wider variety of landscapes, due to a much lower level of salinity. In areas of the City served by groundwater, industrial customers will find the quality of treated recycled water to be more consistent than groundwater for cooling towers. Those cooling towers that receive groundwater could also receive a blend of multiple water sources based on system demand (e.g., groundwater blended with imported surface water) with slight variations in water quality, whereas those that receive recycled water would receive one consistent water source.

Valley Water completed the Countywide Water Reuse Master Plan (CWRMP) in 2021 to integrate and expand the use of recycled water for non-potable and potable reuse. The goals of the CWRMP are, but not limited to, identification of feasible opportunities to expand water reuse; development of partnerships with other recycled water producers/supplier to promote potable reuse through the development of purified water systems; and evaluating potential regional integration to improve system reliability and flexibility and optimize use of supply and infrastructure.

6.5 DESALINATED WATER

Desalination is the process of removing dissolved minerals from brackish or saltwater to produce potable water that can be used for municipal needs such as drinking water and

industrial uses. It is one of several elements that may be included in a community's water supply portfolio.

The opportunities for the City to use desalination as a potential source of water are limited. These limitations are due to geographic location and logistics. The City is located inland from the San Francisco Bay and other sources of seawater or brackish water. In addition, the City lacks a practical means of brine disposal from a desalination process. The distance from a suitable location for an outfall is significant and the cost would be prohibitive. However, Valley Water is a partner in the Bay Area Regional Desalination Project. Under the project concept, Valley Water would receive 5,600 AF in critical dry years through exchanges with other agencies.

In 2017, Valley Water and participating agencies finalized the Bay Area Regional Reliability (BARR) Drought Contingency Plan to identify all the available opportunities to optimize water supply reliability through the sharing of water resources across the region. This includes the use of existing supplies as well as new supply through desalination. By taking a more holistic and regional approach to water supply planning, the agencies hope to make the best use of existing resources to serve the future needs of the Bay Area.

The SFPUC is increasing and accelerating its efforts to acquire additional water supplies and explore other projects that would increase overall water supply resilience through the Alternative Water Supply Planning Program. The drivers for the program include: (1) the adoption of the Bay-Delta Plan Amendment and the resulting potential limitations to RWS supply during dry years, (2) the net supply shortfall following the implementation of the Water System Improvement Program (WSIP), (3) San Francisco's perpetual obligation to supply 184 mgd (206,107 AFY) to the Wholesale Customers, (4) adopted Level of Service Goals to limit rationing to no more than 20 percent system-wide during droughts, and (5) the potential need to identify water supplies that would be required to offer permanent status to interruptible customers. Developing additional supplies through this program would reduce water supply shortfalls and reduce rationing associated with such shortfalls. Capital projects under consideration to develop additional water supplies include surface water storage expansion, recycled water expansion, water transfers, desalination, and potable reuse. A more detailed list and descriptions of these efforts are provided in Chapter 7.

6.6 WATER EXCHANGES AND TRANSFERS

The July 2009 Water Supply Agreement, between the City and County of San Francisco and wholesale customers in Alameda County, San Mateo County and Santa Clara County outlines the ability for permanent transfers of ISGs. Currently, the City does not have an ISG since it is not a permanent customer of SFPUC. SFPUC provides them with an interruptible supply. However, the City is still eligible to receive transfers per the agreement which specifies that a wholesale customer that has an ISG may transfer a portion of it to one or more other wholesale customers. Such a transfer must be a permanent transfer and no less than 1/10th of 1.0 mgd (1,120 AFY).

Amendments to the Water Supply Agreement which was approved in 2025 established mechanisms that allow wholesale customers with Minimum Annual Purchase (MAP)

requirements and those with ISGs to permanently transfer a portion of their contractual supply allocations to other eligible wholesale customers, subject to specific conditions and approvals. These amendments create a contractual framework that allows the transfer of MAP allocations among wholesale customers and provide additional flexibility for regional water supply management. While the City currently does not hold an ISG or MAP allocation, these provisions may facilitate potential future transfers from other SFPUC wholesale customers, which could improve the City's supply reliability during extended drought conditions.

The City currently has eleven interties that exist for emergency transfers of water with neighboring agencies including City of Sunnyvale, San Jose Municipal Water, San Jose Water, and California Water Service. The interties are only intended for use during emergency scenarios, rather than long-term water transfers and allow the City to either receive or provide supply. Seven of the interties have normally open isolation valves, which allow bi-directional flow based on pressure settings, so that they only activate in an emergency scenario that substantially reduces pressure. The remaining four interties have normally closed isolation valves that are required to be manually opened before operating.

6.7 FUTURE WATER PROJECTS

According to the findings in City's 2025 WSMP, the City is expected to have sufficient potable and non-potable water supplies to meet projected demands through 2050, even during normal, single dry, and multiple dry years. However, the City must remain strategic in its water supply and system planning and operations to ensure a safe and reliable water supply for the future. The two future planned local water supply projects include:

- **Water System Optimization:** Maximize the use and efficiency of existing water system facilities by leveraging current infrastructure to meet future water demands, such as rehabilitating existing wells to restore lost capacity north of Highway 101.
- **Recycled Water System Expansion:** Expand the recycled water distribution system to provide a drought-proof supply and serve more customers and promote its use across the City for diverse non-potable applications, such as landscape irrigation, dual-plumbed buildings, and industrial processes, to reduce reliance on potable water sources.

Table 6-9 summarizes the future water supply projects to increase water supply as described above.

Table 6-9. Expected Future Water Supply Projects or Programs (DWR Table 6-7 Retail)

☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
Section 6.7 in Page 6-18 and 6-19	Provide page location of narrative in the UWMP

6.8 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

In years of normal precipitation, the City estimates that all four of its supply sources will have a total average yield of about 38,700 AFY. This assumes the following yields for each supply source:

- Up to 5,041 AFY from the SFPUC. The supply from SFPUC is assumed to be terminated starting in 2040 due to contract termination in 2028, and this assumption was applied to the Scenario 1 evaluated in Chapter 7.[3]
- Up to 4,560 AFY from Valley Water
- Up to 23,048 AFY from the City's groundwater wells
- Up to 6,017 AFY from recycled water

The City's existing water supplies and future projected normal year water supplies are summarized in Table 6-10 and Table 6-11, respectively.

Table 6-10. Water Supplies – Actual (DWR Table 6-8 Retail)

Water Supply		2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Purchased or Imported Water	SFPUC	Potable	3,229	
Purchased or Imported Water	Valley Water	Potable	2,590	
Groundwater (not desalinated)		Potable	11,038	
Recycled Water		Non-Potable	3,871	
		Subtotal Potable	16,857	
		Subtotal Non-Potable	3,871	
		Total	20,728	

[3] As described further in Chapter 7, a second scenario (Scenario 2) is included in the Chapter 7 supply and demand assessment which assumes that the City's contract with SFPUC is extended, providing SFPUC supplies to the City beyond 2040.

Table 6-11. Water Supplies – Projected (DWR Table 6-9 Retail)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Purchased or Imported Water	SFPUC	Potable	5,041		5,041		0		0		0	
Purchased or Imported Water	Valley Water	Potable	4,560		4,560		4,560		4,560		4,560	
Groundwater (not desalinated)	Wells	Potable	23,048		23,048		23,048		23,048		23,048	
Recycled Water	SBWR	Non-Potable	4,300		4,729		5,159		5,588		6,017	
		Subtotal Potable	32,649		32,649		27,608		27,608		27,608	
		Subtotal Non-Potable	4,300		4,729		5,159		5,588		6,017	
		Total	36,949		37,378		32,767		33,196		33,625	

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES: The supply from SFPUC is assumed to be terminated beginning in 2040 due to contract termination in 2028.

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6.9 CLIMATE CHANGE IMPACTS TO SUPPLY

Climate change has become an important factor in water resources planning in California and is frequently considered in urban water management planning, although the extent and precise effects of climate change remain uncertain. Increasing concentrations of greenhouse gases have caused and will likely continue to cause a rise in temperatures around the world, which will result in a wide range of changes in climate patterns. Moreover, observational data show that a warming trend occurred during the latter part of the 20th century, the first quarter of the 21st century, and will likely continue through the end of the 21st century. Numerous studies have been conducted to determine the potential impacts of climate change on water resources. These climate change impacts are likely to affect both the Tuolumne River watershed and local watersheds in the Bay Area and include the following:

- Reductions in the average Sierra Nevada annual snowpack due to a rise in the snowline elevation and a shallower snowpack at lower elevations, and a shift in snowmelt runoff to earlier in the year;
- Changes in the timing, annual average, intensity, and variability of precipitation, and an increased amount of precipitation falling as rain instead of as snow;
- Long-term changes in watershed vegetation and increased incidence of wildfires that could affect water quality and quantity;
- Sea level rise and an increase in saltwater intrusion;
- Increase water temperatures with accompanying potential adverse effects on some fisheries and water quality;
- Increases in evaporation and concomitant increase in irrigation need; and
- Changes in urban and agricultural water demand.

The SFPUC views assessment of the effects of climate change as an ongoing need that requires regular updating to reflect improvements in climate science, atmospheric/ocean modeling, observations, and human response to the threat of greenhouse gas emissions. Climate change research by the SFPUC began in 2009 and continues to be refined.

The SFPUC conducted a Long-Term Vulnerability Assessment (LTVA) which assessed the potential effects of climate change on water supply using a wide range of plausible increases in temperature and changes in precipitation to address the wide uncertainty in climate projections over the planning horizon 2020 to 2070. There are many uncertain factors such as climate change, changing regulations, water quality, growth and economic cycles that may create vulnerabilities for the RWS's ability to meet levels of service. The uncertainties associated with the degree to which these factors will occur and how much risk they present to the water system are difficult to predict but were considered in this study. To address this planning challenge, the LTVA used a vulnerability-based planning approach to explore a range of future conditions to identify vulnerabilities, and to assess the risks associated with these vulnerabilities, that could lead to developing an adaptation

plan that is flexible and robust to a wide range of future outcomes. SFPUC completed the LTVA in 2021 and amended it in 2024.

The key findings of the LTVA are:

- Climate change exacerbates impacts from other external drivers of change and is not the single most important driver of vulnerability for the RWS;
- The RWS at a baseline demand of 227 mgd is resilient to changes in climate and other external drivers;
- The RWS water supply performance declines with reductions in mean precipitation but is mostly insensitive to increases in temperature;
- The RWS is more vulnerable to changes in demand and regulatory instream flow requirements than changes in mean annual temperature and precipitation; and
- The RWS is vulnerable to changes to mean climate when demand or regulatory instream flow requirements increase.

6.10 REGULATORY CONDITIONS AND PROJECT DEVELOPMENT

Emerging regulatory conditions (e.g., issues surrounding the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary [Bay-Delta Plan]) may affect planned future projects and the characterization of future water supply availability and analysis. A detailed description of the potential impacts of Bay-Delta Plan implementation on RWS supply reliability is included in Chapter 7. If the City moves forward with any plans to develop supply projects, emerging regulatory conditions will be considered, and the associated water supply reliability impacts will be assessed in future UWMP updates.

6.11 OTHER LOCALLY APPLICABLE CRITERIA

Other locally applicable criteria may affect the characterization and availability of an identified water supply (e.g., changes in regional water transfer rules may alter the availability of a water supply that had historically been readily available). Reliability of the RWS supply is further discussed in Chapter 7. If the City moves forward with any plans to develop supply projects, locally applicable criteria will be considered, and the associated water supply reliability impacts will be assessed in future UWMP updates.

6.12 ENERGY INTENSITY

In accordance with CWC §10631.2(a), the energy intensity to provide water service to the City's customers over a one-year period is presented in this section to the extent that the information is available. The amount of energy to receive, treat, pump, and deliver the City's water supply within the system it owns and operates is included.

Water energy intensity is the total amount of energy, calculated on a whole-system basis, used to deliver water to the City's customers for use. Energy intensity is the total amount of energy in kilowatt hours (kWh) expended on a per million gallon basis to take water

from the City's source to its point of delivery. Understanding the whole-system energy intensity would allow the City to make informed strategies in managing its water supplies and operating its system as follows:

- Identifying energy saving opportunities as energy consumption is often a large portion of the cost of delivering water
- Calculating energy savings and GHG emissions reductions associated with water conservation programs
- Potential opportunities for receiving energy efficiency funding for water conservation programs
- Informing climate change mitigation strategies
- Benchmarking of energy use at each water acquisition and delivery step and the ability to compare energy use among similar agencies

In Table 6-12 below, the energy intensity of the City's water service is calculated for FY 2024/25. The total energy intensity for the City's water service is 685 kWh/MG.

Table 6-12. Recommended Energy Reporting – Single Delivery Product - Total Utility Approach (DWR Table O-1B)

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		16,857		16,857
Energy Consumed (kWh)		3,762,798		3,762,798
Energy Intensity (kWh/vol. converted to MG)		685	-	685

DWR NOTES:
Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Metered Data

Data Quality Narrative:

Metered Data

Narrative:

Power at the well and tank pump stations

CHAPTER 7
Water Service Reliability and Drought Risk Assessment

This chapter discusses the City's water supply reliability under varying conditions through 2050. Factors impacting long-term reliability of water supplies are discussed. In assessing the City's water supply reliability, a comparison of projected water supplies and projected water demand in normal, single dry, and five consecutive dry years is provided for the City's water service area. This chapter also includes the City's DRA for the next five years. Findings show that the City's water supplies are sufficient to meet the existing and projected water demands during normal and dry conditions.

7.1 CONSTRAINTS ON WATER SOURCES

The City's existing water supplies are described in Chapter 6 of this UWMP and consist of the following:

- Treated surface water purchased from the SFPUC and Valley Water
- Groundwater pumped by the City from the Santa Clara Subbasin
- Recycled water from SBWR

The City relies on three sources of potable water and one source of recycled water. Each supply has some risk of interruption and varying levels of reliability. A major seismic event could disrupt deliveries from the SFPUC RWS for several months. The completion of WSIP has improved system reliability, although some risk remains.

Similarly, Valley Water supplies could be interrupted for an extended period due to earthquakes or infrastructure failures. Valley Water continues to implement capital improvements to enhance system reliability. Imported supplies from the California SWP and CVP are also subject to risks in the Sacramento–San Joaquin Delta, which could result in temporary supply interruptions.

Power outages are another potential risk; however, the City has backup power to operate key groundwater wells and storage facilities. Local groundwater provides a reliable backup supply and can meet the City's demand for a limited period during emergencies.

The recycled water system serves irrigation and industrial uses. Short-term interruptions are not considered critical, as some users have backup potable connections and landscaping can typically tolerate temporary outages.

The City completed a Risk and Resilience Assessment in 2020 in compliance with the America's Water Infrastructure Act of 2018, and an update was completed in 2025. The assessment found that the City's system benefits from flexibility, redundancy, local groundwater resources, and interconnections with neighboring agencies, all of which enhance overall reliability.

Climate change could constrain the City's long-term sustainability of water supplies by increasing variability in floods and droughts. Over the past several decades, the California water community has focused their attention on determining the effects of climate change, but there is no clear scientific consensus on exactly how climate change will quantitatively affect the State's water supplies. Therefore, being prepared for a wet water year, a critical

water year, or somewhere in between, will give the City a better sense of the degree to which they may need to conserve or expand existing water supplies.

7.1.1 Constraints of RWS Supplies

The amount of imported water available to SFPUC's retail and wholesale customers, including the City, is constrained by legal, environmental, water quality, climatic, and other factors potentially resulting in inconsistent supply.

There may be shortfalls of RWS supplies in dry years as a result of several factors, including required instream flow releases (further discussed in Section 7.2.1.2 Bay-Delta Plan Amendment Updates) as well as climate change (see Chapter 6 Section 6.9 Climate Change Impacts to Supply).

The 2018 adoption of the Bay-Delta Plan Amendment may significantly impact the supply available from the RWS. The SFPUC recognizes that the Bay-Delta Plan Amendment has been adopted and that, given that it is now state law, the SFPUC must plan for a future in which it is fully implemented. The SFPUC also acknowledges that the plan is not self-implementing and therefore does not automatically go into effect. Similarly, there is active litigation at the appellate level regarding the Bay-Delta Plan Amendment. The SFPUC is also pursuing a voluntary agreement, known as the Healthy Rivers and Landscapes Program (HRL). The HRL is currently undergoing evaluation at the SWRCB. In fall of 2025, the SWRCB released a Scientific Basis Report evaluating the biological benefits of the Tuolumne River component of the HRL. The next step is for SWRCB to finalize this report including scientific peer review. At the same time, the SWRCB is undergoing CEQA evaluation of the Tuolumne HRL. No timeline has been provided for when the HRL will be considered for adoption by the SWRCB.

Because of the uncertainty surrounding implementation of the Bay-Delta Plan Amendment, the following water supply reliability assessment includes a set of tables for two future supply scenarios: (1) a scenario in which the Bay-Delta Plan Amendment is implemented and (2) a scenario that considers the SFPUC system's current conditions without implementation of the Bay-Delta Plan Amendment. The two scenarios provide a bookend for the possible future scenarios regarding RWS supplies. The Bay-Delta Plan Amendment implementation start date is unknown, for the purposes of the supply reliability analysis, it is included in the 2030 modeling scenarios. The standardized tables associated with this UWMP contain the future scenario that assumes implementation of the Bay-Delta Plan Amendment.

Additional factors could affect the availability of water supply regarding the SWRCB curtailments and agreements with Turlock and Modesto Irrigation Districts pertaining to instream flow obligations on the Tuolumne River. The following describes these and how they were incorporated into the water supply reliability analysis:

- During the last two drought periods, 2013-2016 and 2021-2023, the SWRCB implemented curtailments through emergency regulations and curtailment orders that attempted to limit diversions from Central Valley watersheds including the Tuolumne River at certain times. Due to the uncertain legality of

the SWRCB's curtailment actions as well as the uncertainties regarding any potential future curtailment actions against San Francisco, the SFPUC's RWS supply reliability analyses do not assume curtailments are in effect.

- Through a 1966 agreement with the Modesto and Turlock Irrigation Districts (Districts), who are more senior downstream appropriative water rights holders on the Tuolumne River, San Francisco may become responsible for up to approximately 51.7 percent of any flow releases the Federal Energy Regulatory Commission (FERC) may require through issuance of a new license for the Districts' Don Pedro Hydropower Project. The exact flow contribution for which San Francisco may become responsible is highly uncertain and may depend on multiple currently unknown factors, including an anticipated Endangered Species Act biological opinion from the National Marine Fisheries Service and a Clean Water Act Section 401 water quality certification from the SWRCB. San Francisco's potential responsibility for FERC-ordered flows may further depend on San Francisco's ability to enter into a new or extended agreement with the Districts to offset a portion of San Francisco's flow contributions in exchange for payment. Due to the high levels of uncertainty surrounding the Districts' FERC-relicensing process, as well as the unknown timing for license issuance, the SFPUC's RWS water supply reliability analyses do not assume additional water supply losses from any potential new FERC-ordered flow releases.
- The simulation of the Bay-Delta Plan Amendment scenario assumes that a 1996 agreement between San Francisco and the Districts (the Side Agreement), which allows San Francisco to pay the Districts in lieu of contributing a portion of current FERC-ordered flow releases, remains in effect, and that the San Francisco share of flows in excess of and not covered by the Side Agreement is approximately 51.7 percent. These assumptions were made for the purpose of completing the modeling for the UWMP update, and they do not represent a commitment by San Francisco or the Districts to any future agreement or of San Francisco accepting responsibility for any future FERC-ordered flow releases.

7.1.2 Water Quality of RWS Supplies

Surface water supplies available to the RWS include the Tuolumne River and local Bay Area reservoirs. Most of the water supply originates in the upper Tuolumne River watershed high in the Sierra Nevada, where the watershed is protected from development and pollution. Water from Hetch Hetchy Reservoir is conveyed to the Bay Area through a system of pipes and tunnels and requires only primary disinfection, ultraviolet light disinfection at the Tesla Treatment Facility, and pH adjustment for corrosion control.

The USEPA and SWRCB Division of Drinking Water have approved the use of this drinking water source without filtration. In contrast, water from the SFPUC's local watersheds requires filtration to meet drinking water quality standards. The SFPUC blends filtered and treated local water with water from Hetch Hetchy Reservoir, and most customers receive this blended supply. The SFPUC continuously monitors and tests both raw and treated water to ensure that water delivered to customers meets or exceeds

federal and state drinking water and public health requirements. The SFPUC expects to continue relying on these high-quality water sources and does not anticipate future degradation of water quality.

Each spring, the SFPUC publishes an annual water quality report (Consumer Confidence Report), available at: https://www.sfpuc.gov/accounts-services/water-quality/annual-triennial-water-quality-reports.

7.2 WATER SERVICE RELIABILITY ASSESSMENT

This section presents the constraints on the City's existing and planned water sources and describes the historical basis for projecting available supplies in various hydrologic conditions (i.e., normal year, single dry year, and five consecutive dry years). The City's water service reliability is then presented in five-year increments through 2050 based on earlier analysis of water use (discussed in Chapter 4) and supply (Chapter 6). Finally, this section discusses the City's water management tools and options to promote regional supply reliability and minimize the need to import water from other regions.

7.2.1 Purchased Water from SFPUC

Approximately 14 to 18 percent of the City's water supply was purchased from the SFPUC from 2021 through 2025. The reliability of SFPUC's water supplies and the management strategies for addressing these reliabilities are discussed below based on information provided by SFPUC and BAWSCA (provided in Appendix F of this plan).

7.2.1.1 SFPUC Regional Water System

Initiated in 2008, SFPUC's WSIP is a $4.8 billion, multi-year capital program to upgrade the RWS as well as the SFPUC's local water system. The program is delivering capital improvements that enhance the SFPUC's ability to provide reliable, affordable, high quality drinking water in an environmentally sustainable manner to its Retail and Wholesale Customers. The SFPUC structured the WSIP to cost-effectively meet water quality requirements, improve seismic and delivery reliability goals through the Year 2030, and fulfill water supply objectives through the Year 2018. The SFPUC completed the San Francisco portion of WSIP in October 2020. As of June 30, 2025, the regional portion of WSIP was 99.3 percent complete, having repaired, replaced, and seismically upgraded crucial portions of the RWS; only two regional projects remain in planning and construction, while 49 regional projects have been completed or are in close-out. The SFPUC forecasts that the overall WSIP will be completed in June 2032.

The SFPUC undertook the WSIP to ensure the ability of the RWS to meet Level of Service (LOS) Goals and Objectives for water quality, seismic reliability, delivery reliability, and water supply. The Water Supply LOS goal, stated in the WSIP and adopted in 2008, is to meet customer water needs in non-drought and drought periods. The SFPUC amended and updated the LOS Goals and Objectives in November 2023. SFPUC's current LOS Goals and Objectives related to water supply include the following:

- Meet an average annual water demand of 265 MGD from the SFPUC watersheds for Retail and Wholesale Customers during non-drought years

consistent with the Water Supply Agreement between San Francisco and its Wholesale Customers in Alameda, San Mateo, and Santa Clara Counties.

- Meet dry-year delivery needs while limiting rationing to a maximum 20 percent system-wide reduction in water service during extended droughts.
- Diversify and improve use of new water sources and drought management, including groundwater, recycled water, conservation, transfers, storage expansion, purified water, desalinated water, and technological innovations that can increase supply and/or water use efficiency.
- Maintain San Francisco retail residential potable water use below 45 GPCD.
- Realize annual Real Water Losses of less than 10 percent of water supplied to San Francisco.
- Meet 80 percent of San Francisco's Recreation and Parks Department irrigation demands with recycled water by December 31, 2025.

7.2.1.2 Bay-Delta Plan Amendment Updates

In December 2018, the SWRCB adopted amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta Plan Amendment) to establish water quality objectives for the San Francisco Bay-Delta watershed. The SWRCB is required by law to regularly review this plan. The adopted Bay-Delta Plan Amendment was developed with the stated goal of increasing salmonid populations in three San Joaquin River tributaries (the Stanislaus, Merced, and Tuolumne Rivers) and the San Francisco Bay-Delta.

The Bay-Delta Plan Amendment requires the release of 30 to 50 percent of the "unimpaired flow"[1] on the three tributaries from February through June in every year type. In SFPUC modeling of the new flow standard, the required release is assumed to be 40 percent of unimpaired flow. If the Bay-Delta Plan Amendment is implemented, the SFPUC will be able to meet the projected water demands presented in this 2025 UWMP in normal years but is expected to experience supply shortages in single dry years or multiple dry years. Implementation of the Bay-Delta Plan Amendment could require rationing in all single dry years and multiple dry years.

Implementation of the Bay-Delta Plan Amendment remains uncertain for multiple reasons.

- Over a dozen lawsuits have been filed in both state and federal courts challenging the SWRCB's adoption of the Bay-Delta Plan Amendment, including a legal challenge filed by the federal government at the request of the U.S. Department of Interior, Bureau of Reclamation. This litigation is currently at the appellate level

[1] "Unimpaired flow represents the natural water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water to or from other watersheds." (Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Dec. 12, 2018) p.17, fn. 14, available at https://www.waterboards.ca.gov/plans_policies/docs/2018wqcp.pdf.)

- The Bay-Delta Plan Amendment is not self-implementing and does not automatically allocate responsibility for meeting its new flow requirements to San Francisco or any other water rights holders. Rather, the Bay-Delta Plan Amendment merely provides a regulatory framework for implementing water quality objectives, which must be accomplished by other regulatory and/or adjudicatory proceedings, such as a comprehensive water rights adjudication or, in the case of the Tuolumne River, may be implemented through the water quality certification process set forth in Section 401 of the Clean Water Act as part of the Federal Energy Regulatory Commission's licensing proceedings for the Don Pedro and La Grange hydroelectric projects. It is currently unclear when the license amendment process is expected to be completed. This process and the other regulatory and/or adjudicatory proceedings may face legal challenges and have lengthy timelines, and quite possibly could result in a different assignment of flow responsibility (and therefore a different water supply impact on the RWS).

In recognition of the obstacles to implementation of the Bay-Delta Plan Amendment, the SWRCB Resolution No. 2018-0059 adopting the Bay-Delta Plan Amendment directed staff to help complete a "Delta watershed-wide agreement, including potential flow measures for the Tuolumne River," and to incorporate such agreements as an "alternative" for a future amendment to the Bay-Delta Plan to be presented to the SWRCB "as early as possible after December 1, 2019." On March 26, 2019, the SFPUC adopted Resolution No. 19-0057 to support the SFPUC's participation in the Voluntary Agreement negotiation process. To date, those negotiations are ongoing under the California Natural Resources Agency and the leadership of the Newsom administration.[2] On November 10, 2022, the SFPUC along with the Modesto and Turlock Irrigation Districts signed a Memorandum of Understanding Advancing the Term Sheet for the Voluntary Agreements to Update and Implement the Bay-Delta Water Quality Control Plan and Other Actions. Voluntary Agreements are now referred to as the Agreements to Support Healthy Rivers and Landscapes and negotiations remain ongoing.

Because of the uncertainty surrounding implementation of the Bay-Delta Plan Amendment, the water service reliability assessment in the 2025 UWMP looks at two future supply scenarios:

1. Implementation of the Bay-Delta Plan Amendment.
2. SFPUC system's current conditions without implementation of the Bay-Delta Plan Amendment.

[2] California Natural Resources Agency, "Voluntary Agreements to Improve Habitat and Flow in the Delta and its Watersheds," available at https://files.resources.ca.gov/voluntary-agreements/.

7.2.1.3 WSIP Dry Year Water Supply Projects

With WSIP, the SFPUC has undertaken several water supply projects to meet dry-year demands. Those projects include the following:

- **Calaveras Dam Replacement Project.** Calaveras Dam is in the East Bay near a seismically active fault zone, and following the Loma Prieta earthquake in 1989, it was determined to be seismically vulnerable. To address the dam's vulnerability, the SFPUC constructed a new dam of equal height downstream of the existing dam. This project was completed in 2022. Calaveras Reservoir was completely refilled in 2023 and is now operating at full capacity.
- **Alameda Creek Recapture Project.** The Alameda Creek Recapture Project includes new facilities in and around an existing quarry pit in Sunol Valley to recover the loss of water supply associated with instream flow release and bypass requirements related to the Calaveras Dam Replacement Project. The project is anticipated to be completed in 2032.
- **Lower Crystal Springs Dam Improvements.** The Lower Crystal Springs Dam Improvements Project was completed in May 2012. The related joint San Mateo County/SFPUC Bridge Replacement Project to replace the bridge across the Lower Crystal Springs Dam was completed in January 2019.
- **Regional Groundwater Storage and Recovery Project.** The Regional Groundwater Storage and Recovery (Regional GSR) Project is a strategic partnership between the SFPUC and three Wholesale Customers in San Mateo County: the California Water Service (serving South San Francisco and Colma), the City of Daly City, and the City of San Bruno. The project sustainably manages groundwater and surface water resources to provide the RWS with additional supplies during times of drought. During years of normal or heavy rainfall, the SFPUC provides additional surface water from the RWS to the three agencies in northern San Mateo County, allowing them to reduce the amount of groundwater that they pump from the southern Westside Groundwater Basin. Over time, the reduced pumping allows the aquifer to naturally recharge and result in increased groundwater storage of up to 61,000 acre-feet of new water supply available during dry years. As of December 2025, the SFPUC had accumulated approximately 14 billion gallons of groundwater storage credits (about 43,093 AF) through the project.

  The Regional GSR project has two phases. Phase 1, which included building thirteen production wells and treatment facilities, is complete. Phase 2 design began in early 2020 and covers rehabilitating and reinstalling well pumps, installing two new variable frequency drivers, and conducting start-up testing and well disinfection. Pumps at the Hickey, Southwood Drive, and Mission wells were rehabilitated, packed, and stored due to staff shortages, operational challenges, and elevated ammonia levels at the Southwood Drive well; they may be reinstalled later. Construction on Phase 2B began in 2024 and would transport groundwater from the SFPUC South San Francisco Main

Well to the California Water Service Treatment Station in South San Francisco. The project will make improvements at the existing well site which includes mechanical, electrical, structural, and corrosion protection upgrades. The SFPUC also prepared a conceptual engineering report and initiated design work for additional treatment to address the high ammonia levels at the South Spruce Lane Well and Treatment Facility. Minor amounts of groundwater pumping from RGSR wells have occurred during start-up testing and monthly maintenance.

- **Regional Groundwater Treatment Improvements Project.** The SFPUC approved this new project in the 10-Year Water Enterprise Capital Improvement Program for FY 2021-2030. The project includes treatment facilities for several of the Regional GSR project wells to address groundwater quality issues that have emerged since the wells were constructed.
- **Water Transfers.** During the planning and implementation of the WSIP, the SFPUC pursued a long-term agreement to transfer 2 MGD from Modesto irrigation District to the SFPUC in drought years. Negotiations with Modesto Irrigation District ended in 2012 when an agreement could not be reached. The dry-year transfer project is now being included as part of the new SFPUC Alternative Water Supply Program and is described in further detail below.

7.2.1.4 Alternative Water Supply Program

In 2019, the SFPUC established the Alternative Water Supply (AWS) Program to identify and plan water supply and storage projects and actions that increase the dry-year reliability of the RWS. Based on the 2045 planning horizon that the SFPUC applied in its February 2024 AWS Plan, the SFPUC anticipates a water supply gap will occur in future dry years. The AWS Program aims to help fill the gap through local and regional capital projects. The February 2024 AWS Plan identified six regional projects that might partially address the future water supply gap and the priorities for this planning effort. Since the development of that plan, three projects have been deferred (Daly City Recycled Water Expansion, Alameda County Water District-Union Sanitary District Purified Water, and Calaveras Reservoir Expansion) and one project has been canceled (Los Vaqueros Reservoir Expansion). The AWS Program is continuing to pursue the following two projects:

- **PureWater Peninsula**. PureWater Peninsula (formerly known as the Crystal Springs Purified Water Project) is a purified water project that could provide 6 MGD of additional potable water supply to the RWS through surface water augmentation at SFPUC's Crystal Springs Reservoir. The currently proposed project involves treating wastewater effluent from Silicon Valley Clean Water at a new advanced purified water facility located on the Peninsula and transmitting that purified water to Crystal Springs Reservoir, where it would blend with RWS surface water supplies before the SFPUC treats it again at Harry Tracy Water Treatment Plant. A future phase could provide an additional 6 MGD of additional potable water supply to the RWS. Project partners include the SFPUC, Silicon Valley Clean Water, BAWSCA,

Mid-Peninsula Water District, California Water Service, City of Redwood City, City of Foster City, and City of San Mateo.

- **Pure Water Silicon Valley**. In 2023, the SFPUC, the City of San Jose, and the City of Santa Clara completed an initial feasibility study for the South Bay Purified Water project, envisioned as a 10 MGD purified water project that would serve the local demands of San Jose and Santa Clara during all types of water years and deliver an additional volume of water supply to the RWS in dry years. Currently, Valley Water is working with San Jose and Santa Clara to design a larger project to meet broader regional needs. SFPUC's participation in this project will be based on the regional benefits to the RWS customers. This project may also assist the SFPUC with its decision regarding San Jose and Santa Clara's status as RWS customers, discussed above.

If both AWS projects that SFPUC staff has identified through the current planning process can be implemented, there would still be a supply shortfall to meet projected needs associated with implementation of the Bay-Delta Plan Amendment. Furthermore, both alternative water supply options are in the planning phase and are subject to changes in institutional structure and design. Given the limited availability of water supply alternatives, unless the supply risks are significantly reduced, the SFPUC will continue to plan, develop, and implement all potential projects that can help bridge the anticipated water supply gap during droughts.

Outside of the AWS Program, the following additional regional projects are included in the Agreements to Support Healthy Rivers and Landscapes discussed in the Bay-Delta Plan Amendment section above. Progress on these water supply options will be guided by scientific monitoring and collaborative decision making.

- **Groundwater Banking.** Groundwater banking projects in the Modesto Irrigation District and Turlock Irrigation District service areas could provide the SFPUC with some additional water supply to meet instream flow releases in dry years, reducing water supply impacts on the RWS. A feasibility study of this option is included in the Agreements to Support Healthy Rivers and Landscapes.
- **Inter-Basin Collaborations.** Inter-Basin Collaborations could include establishing a partnership between interests on the Tuolumne River (such as the SFPUC) and those on the Stanislaus River, which would allow responsibility for streamflow to be assigned variably based on the annual hydrology. The Tuolumne system tends to spill more excess flow in wetter years than the Stanislaus system, and this excess flow could be shaped and credited to meet Stanislaus system requirements, while New Melones Reservoir in the Stanislaus system is refilling. Then the stored water could be partially used to provide required streamflow to meet Stanislaus and Tuolumne requirements in future dry years.

- **Dry-Year Transfers.** The SFPUC initiated discussions with irrigation districts under WSIP to secure a dry-year transfer (see WSIP Dry-Year Water Supply Projects section above). While no transfer was secured, the SFPUC continues to engage in discussions with irrigation districts to explore potential transfer opportunities.

SFPUC's AWS Plan published in February 2024 included a planning framework for SFPUC to consider water supply needs and related tradeoffs; guide the decisions to proceed with environmental review; and continue the development of projects that can best meet anticipated water supply needs. In June 2025, SFPUC prepared a progress report that provided status updates on the AWS projects. In 2027, SFPUC plans to review and revise its Alternative Water Supply Plan based on updated information.

7.2.1.5 SFPUC Supply Allocations

Two drought allocation frameworks govern how supplies from the RWS are distributed during SFPUC-declared water shortages, and both are described in the sections below. The Water Shortage Allocation Plan (Tier 1) establishes how available supplies are allocated between SFPUC's Retail Customers and the Wholesale Customers collectively. The Wholesale Customers' Tier 2 Drought Response Implementation Plan (Tier 2) then allocates the Wholesale share among the individual agencies using a defined, data-based methodology. Together, these frameworks guide regional drought allocation procedures and support coordinated implementation during shortage conditions.

7.2.1.5.1 Tier One Drought Allocations

The WSA between the SFPUC and the Wholesale Customers, discussed above, includes as "Attachment H" a Water Shortage Allocation Plan (WSAP), also known as the Tier 1 Shortage Plan. This plan describes the method for allocating water from the RWS between the SFPUC's Retail Customers, on the one hand, and the Wholesale Customers collectively, on the other, during system-wide shortages caused by drought. The Tier 1 Shortage Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, as set forth in a declaration of water shortage emergency by the SFPUC Commission; in the absence of such a declaration, the SFPUC also may opt to request voluntary cutbacks from its Retail and Wholesale Customers to achieve water use reductions. The SFPUC and the Wholesale Customers most recently amended the Tier 1 Shortage Plan in 2025.

The SFPUC allocates water under the Tier 1 Shortage Plan when it determines that the projected available water supply is less than projected system-wide water purchases for the upcoming Supply Year, defined as the period from July 1 through June 30. Table 7-1 shows the Retail Customers' share and the Wholesale Customers' share of the annual water supply available during shortages depending on the level of system-wide reduction in water use that is required. If the SFPUC determines that the level of system-wide reduction required during a shortage is greater than 20 percent, the SFPUC and the Wholesale Customers will meet to discuss the appropriate Retail and Wholesale Customers' shares of available water. The Retail and Wholesale Customers' shares of available water are also known as the Retail and Wholesale Customers' Tier 1

Allocations. The Wholesale Customers' Tier 1 Allocation will be apportioned among the individual Wholesale Customers based on a separate methodology, known as the Tier 2 Drought Response Implementation Plan (Tier 2 Plan), which is separately adopted by all the Wholesale Customers without the SFPUC's involvement as discussed further below.

Table 7-1. Share of Available SFPUC Supplies Under Various Shortages

Level of System-Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share %	Wholesale Customers Share%
5% or less	35.5	64.5
6% through 10%	36.0	64.0
11% through 15%	37.0	63.0
16% through 20%	37.5	62.5

Source: SFPUC Common Language for BAWSCA Member Agencies' 2025 UWMPs, February 13, 2026.

The Tier 1 Shortage Plan allows for voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customer as well as between Wholesale Customers themselves. In addition, voluntary transfers of water "banked" by the SFPUC or a Wholesale Customer, through reductions in usage greater than required, may occur.

Under the Tier 1 Shortage Plan, as amended in 2018, if the Retail Customers' Tier 1 Allocation results in the Retail Customers receiving a "positive allocation" (i.e., a supply of additional water rather than a required reduction in water use), then the excess percentage for Retail is re-allocated to the Wholesale Customers' Tier 1 Allocation. The Retail Customers are also required to conserve a minimum of 5 percent for any level of reduction in system-wide water use. The additional water conserved by Retail Customers up to the minimum 5 percent level is deemed as remaining in RWS storage for inclusion in the calculation of projected available water in future successive dry years.

The Tier 1 Shortage Plan will expire at the end of the term of the WSA in 2034, unless the SFPUC and the Wholesale Customers mutually agree to revise or terminate it prior to that date.

7.2.1.5.2 Tier Two Drought Allocations

The Wholesale Customers have negotiated and adopted a Tier 2 Plan that allocates the Wholesale Customer Tier 1 Allocation from the Tier 1 Shortage Plan among each of the 26 Wholesale Customers. These Tier 2 Allocations are based on a formula that takes into account multiple factors for each Wholesale Customer including:

- Residential population;
- Non-residential "base" (i.e., indoor) use;
- Seasonal uses;
- Total RWS purchases in recent non-drought years; and
- Individual Supply Guarantee.

The Tier 2 Plan employs a structured, sequential, five-step method to allocate water to each Wholesale Customer. The allocations are constrained by minimum and maximum cutbacks, which establish the maximum final allocation and minimum guaranteed final allocation, respectively. No agency's final allocation can fall outside of these bounds. The allocation then proceeds by prioritizing indoor uses.

The subsequent steps systematically allocate the remaining available water based on different customer demands. First focusing on indoor demand, water is allocated based on an agency's residential population and the State residential efficient indoor standard (47 GPCD in 2025), followed by an allocation based on non-residential "base" (i.e., indoor) use. A limited amount of water is allocated based on seasonal use (e.g., cooling towers and irrigation). Finally, the remaining supply is allocated based on a weighted share of two-thirds RWS purchases in the recent non-drought years and one-third ISG.

The result of the Tier 2 Plan is each Wholesale Customers' proportion, expressed as a percentage, of the available Tier 1 Allocation (Allocation Factor).

The Tier 2 Plan requires that the Allocation Factors be calculated by BAWSCA each year in preparation for a potential water shortage emergency. As the Wholesale Customers change their water use characteristics (e.g., increases or decreases in RWS purchases and use of other water sources, changes in monthly water use patterns, or changes in population), the Allocation Factor for each Wholesale Customer will also change. However, for long-term planning purposes, each Wholesale Customer may use as its Allocation Factor, the value identified in the Tier 2 Plan when adopted.

The Tier 2 Plan was renegotiated and adopted by all Wholesale Customers in 2025.

7.2.1.5.3 Allocations for Supply Shortages Greater than 20 Percent

Per the WSA, the Tier One and Tier Two Plans will be used to allocate water from the Regional Water System between Retail and Wholesale Customers during system-wide shortages of 20 percent or less.

For purposes of the 2025 UWMPs, for RWS shortages in excess of 20 percent, the allocations among the Wholesale Customers are assumed to be equivalent among them and to equal the drought cutback to Wholesale Customer by the SFPUC.

7.2.1.6 Projected Supplies from SFPUC Regional Water System

The SFPUC has a Level of Service objective of meeting average annual water demand of 265 MGD from the SFPUC watersheds for retail and wholesale customers during non-drought years, as well as a contractual obligation to supply 184 MGD to the wholesale customers. These projected supplies are summarized in Table 7-2.

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Table 7-2. SFPUC Regional Water System Supply Capacity[a]

	2030	2035	2040	2045	2050
SFPUC Retail Supply, mgd	81	81	81	81	81
SFPUC Wholesale Supply, mgd	184	184	184	184	184
Total Regional Water System Supply, mgd	**265**	**265**	**265**	**265**	**265**

(a) From SFPUC Level of Service goals.

For SFPUC's water supply reliability evaluation for its 2025 UWMP, demand is assumed to be equivalent to the sum of the projected retail demands on the Regional Water System and wholesale customer purchase request projections provided to SFPUC by BAWSCA in March 2026. These projected water demands are summarized in Table 7-3.

Table 7-3. Projected Retail and Wholesale Demand Assumptions for the SFPUC Regional Water System[a]

	2030	2035	2040	2045	2050
SFPUC Retail Customers, mgd	62.7	61.2	61.9	64.0	66.7
SFPUC Wholesale Customers, mgd[b]	133.9	136.3	140.6	144.1	148.4
Total, mgd	**196.6**	**197.5**	**202.5**	**208.1**	**215.2**

(a) From SFPUC 2025 UWMP Supply Reliability Memo, Table 1: Retail and Wholesale RWS Demand Assumptions used for Supply Reliability Modeling, provided by SFPUC on March 11, 2026.
(b) 2030 through 2050 Wholesale Customer purchase projections were provided to the SFPUC by BAWSCA on March 4, 2026, and include demands for the cities of San Jose and Santa Clara.

The City's water supply from the SFPUC Regional Water System under normal, single dry and multiple dry year conditions is described further in the sections below. Because the water demands vary over the period evaluated, in addition to supply conditions with and without the Bay-Delta Plan Amendment, the estimated availability of SFPUC Regional Water System supplies varies by year and by assumed dry year condition. This variation in Regional Water System supply availability is shown in Table 7-4 with the Bay-Delta Plan Amendment and Table 7-5 without the Bay-Delta Plan Amendment. As shown in Table 7-4, with the Bay-Delta Plan Amendment, supply availability is reduced to as low as 57 percent of projected purchases in some multiple dry years. As shown in Table 7-5, without the Bay-Delta Plan Amendment, supply availability is projected to be 100 percent of projected purchases in all years.

Table 7-4. Projected Regional Water System Supply Availability in Years 2030 to 2050 with Bay-Delta Plan Amendment[a,b]

	2030[c]	2035[c]	2040[c]	2045[c]	2050[c]
Average Year	100	100	100	100	100
Single Dry Year	75	74	72	70	68
Consecutive 1st Dry Year	75	74	72	70	68
Consecutive 2nd Dry Year	63	63	61	59	57
Consecutive 3rd Dry Year	63	63	61	59	57
Consecutive 4th Dry Year	63	63	61	59	57
Consecutive 5th Dry Year	63	63	61	59	57

(a) From SFPUC 2025 UWMP Supply Reliability Memo, Table 4g: Projected RWS Supply Availability, Years 2030-2050, with Bay-Delta Plan Amendment, provided by SFPUC on March 11, 2026.
(b) RWS includes both SFPUC Retail and SFPUC Wholesale customers.
(c) Values shown in percentage.

Table 7-5. Projected Regional Water System Supply Availability in Years 2030 to 2050 without Bay-Delta Plan Amendment[a]

	2030[c]	2035[c]	2040[c]	2045[c]	2050[c]
Average Year	100	100	100	100	100
Single Dry Year	100	100	100	100	100
Consecutive 1st Dry Year	100	100	100	100	100
Consecutive 2nd Dry Year	100	100	100	100	100
Consecutive 3rd Dry Year	100	100	100	100	100
Consecutive 4th Dry Year	100	100	100	100	100
Consecutive 5th Dry Year	100	100	100	100	100

(a) From SFPUC 2025 UWMP Supply Reliability Memo, Table 5g: Projected RWS Supply Availability, Years 2030-2050, without Bay-Delta Plan Amendment, provided by SFPUC on March 11, 2026.
(b) RWS includes both SFPUC Retail and SFPUC Wholesale customers.
(c) Values shown in percentage.

The projected Regional Water System supply availability during dry years differs slightly from those applicable to wholesale customers. Therefore, the City's dry-year supply percentages from SFPUC (described in Section 7.3.1) are slightly different from those shown in Table 7-4.

7.2.2 Purchased Water from Valley Water

Valley Water manages a highly integrated and diversified water supply system consisting of local surface water, groundwater, imported water (SWP and CVP), recycled water, and conservation programs. This diversified portfolio enhances overall system reliability and resilience to drought and supply interruptions.

Valley Water continues to prioritize groundwater storage and conjunctive use. During normal and wet years, excess supplies are stored through managed aquifer recharge, groundwater banking (e.g., Semitropic Groundwater Bank), and carryover storage in San Luis Reservoir. These stored supplies provide a critical buffer during dry periods and help delay or reduce the need for demand reductions. In extended droughts, Valley Water supplements its supplies through water transfers, exchanges, and regional agreements, though availability remains dependent on hydrologic conditions, regulatory constraints, and regional demand.

Infrastructure reliability remains guided by Valley Water's Infrastructure Reliability Plan (IRP), which evaluates major outage scenarios such as earthquakes, delta disruptions, extreme storms, and power outages. The system is designed to restore treated water deliveries to minimum winter demand levels within approximately 30 days following a major event. While severe events (e.g., a major earthquake) could result in significant short-term outages, Valley Water maintains operational strategies, such as groundwater reliance and system reconfiguration, to sustain essential service levels during emergencies.

As a retailer in Santa Clara County that uses groundwater and treated surface water, the City relies on Valley Water activities to maintain sustainable supplies, including managed groundwater recharge and in-lieu groundwater recharge (e.g., treated surface water deliveries, demand management programs, and SFPUC supply).

Imported water from the Sacramento–San Joaquin Delta continues to be a major component of Valley Water's supply portfolio, though it remains vulnerable to risks including climate change, sea level rise, regulatory restrictions, and potential levee failures. Planning efforts at the state and regional level continue to address these risks, but Delta supply uncertainty remains a key long-term vulnerability.

Valley Water's conjunctive management of groundwater and surface water makes it very difficult to demonstrate reduced Delta reliance at a retailer level:

- Valley Water uses water from the SWP, CVP, and local watershed runoff to meet groundwater recharge and water treatment plant needs, which in turn produce water for use by retailers and other users. The interconnected nature of the groundwater basins and blended use of sources in Valley Water infrastructure like reservoirs and pipelines make it infeasible to quantify imported water use at the retailer level.
- Valley Water manages most of the water conservation programs for the County with the support of retailers. Retailers support the conservation programs through water rates and cost share agreements.
- Valley Water and local retailers have recycled and purified water goals for the future. Future potable reuse would be added to surface supplies and may also augment groundwater supplies.
- Valley Water projects an increased use of supplies captured locally, which can contribute to reduced reliance on the Delta. But given Valley Water's conjunctive water management, these reductions cannot be allocated to individual retailers.

To improve long-term reliability and reduce dependence on imported supplies, Valley Water has continued to expand and invest in:

- Water conservation and demand management, with ongoing efficiency improvements and updated state conservation requirements;
- Recycled and purified water, including advancement of potable reuse projects and implementation of the Countywide Water Reuse Program;
- Stormwater capture and groundwater recharge, including green infrastructure and Flood-MAR initiatives;
- Seismic retrofits and dam improvements, with several reservoir upgrades ongoing or nearing completion to restore full operational capacity;
- Regional collaboration efforts (e.g., Bay Area Regional Reliability partnerships) to enhance interconnections, facilitate water transfers, and improve climate resilience.

Recent planning efforts, including updates to Valley Water's 2050 WSMP, continue to indicate that projected demands through the planning horizon (2045 and beyond) can be met under normal and multi-dry year conditions with implementation of planned projects and programs. However, uncertainties related to climate change, regulatory constraints, and delta reliability remain key considerations.

Overall, Valley Water's conjunctive use strategy, combined with continued investment in local supplies, infrastructure improvements, and regional coordination, supports a resilient and adaptable water supply system while progressively reducing reliance on imported Delta water.

7.2.3 Groundwater

7.2.3.1 Groundwater Supply

Groundwater supply is largely constrained by hydrologic variability and the estimated 548,000 AF of total operational storage capacity within the subbasins. Valley Water has about 144,000 AFY of managed recharge capacity, including more than 90 miles of in-stream recharge and 102 off-stream recharge ponds. Maintaining Valley Water's managed recharge program requires ongoing operational planning for the distribution of local and imported water to recharge facilities; maintenance and operation of reservoirs, diversion facilities, distribution systems, and recharge ponds; and the maintenance of water supply contracts, water rights, and relevant environmental clearance. Valley Water's managed recharge program is critical to maintain groundwater supply because natural recharge is insufficient to meet groundwater demands. However, protecting natural recharge capacity is also important. Valley Water's District Act and Board policy help preserve open space that supports agriculture and natural recharge capacity.

Additional details about constraints on groundwater supply and quality and Valley Water's comprehensive groundwater management strategies are described in the 2021 Groundwater Management Plan[3].

7.2.3.2 Groundwater Quality

The City has historically relied on groundwater for most of the City's water supply. Therefore, any contamination of those supplies poses a significant risk to the City's overall water supply reliability. The City's production wells consistently meet all State and Federal applicable water quality criteria. In contrast to other areas adjacent to San Francisco Bay where saltwater intrusion has been an issue, total dissolved solids (TDS) is not a concern for the City. While the City's wells continue to provide excellent quality water, future State or Federal regulations could be imposed that may mandate additional treatment. Public water supply wells throughout the City deliver high quality water to consumers, almost always without the need for treatment.

Valley Water monitors groundwater quality in the Santa Clara Subbasin to support its objective of protecting groundwater from contamination, maintaining long-term reliability, and minimizing risks such as land subsidence and saltwater intrusion. The most recent groundwater quality information is presented in Valley Water's annual groundwater reporting Water Year 2024 Groundwater Report[4], which provides a comprehensive evaluation of groundwater conditions, including water quality, groundwater levels, and basin sustainability.

1,2,3-Trichloropropane (1,2,3-TCP)

In 2017, 1,2,3-Trichloropropane (1,2,3-TCP) became a State regulated contaminant with a maximum contaminant level (MCL) of 0.005 ug/L. Per the Water Year 2024 Groundwater Report, 1,2,3-TCP is currently not detected in the Santa Clara Subbasin. All compliance monitoring conducted at City wells has confirmed no detection of 1,2,3-TCP.

Nitrate

Nitrate in groundwater originates from both natural and anthropogenic sources. Concentrations below 10 mg/L (as nitrogen) are typical, while higher concentrations are generally associated with fertilizers, septic systems, and animal waste. Although groundwater quality in the Santa Clara and Llagas Subbasins remains high overall, elevated nitrate concentrations have been observed in localized areas, including portions of the Coyote Valley and Llagas Subbasin.

Recent monitoring indicates that nitrate concentrations are generally stable or declining in many areas due to ongoing groundwater protection efforts. The drinking water MCL for nitrate is 10 mg/L as nitrogen. The City continues to monitor all wells for nitrate on a regular

[3] 2021 Groundwater Management Plan Valley Water. https://assets.valleywater.org/files/2021_GWMP.pdf

[4] Water Year 2024 Groundwater Report Valley Water. https://assets.valleywater.org/files/WY_2024%20Report%20for%20Santa%20Clara%20and%20Llagas%20Subbasins.pdf

basis. Some wells exhibit nitrate concentrations approaching one-half of the MCL, likely associated with historical agricultural practices and legacy septic system impacts. Nitrate does not currently pose a significant threat to groundwater supply availability; however, the City will continue monitoring and implement additional management actions if necessary.

Manganese

Manganese is a naturally occurring constituent in groundwater and is regulated under a secondary MCL of 50 µg/L due to aesthetic concerns such as staining. While manganese does not generally pose a health risk at typical concentrations, elevated levels can affect water quality acceptability.

Consistent with historical observations and recent monitoring, manganese is present at low concentrations in some City wells. One standby well has historically exhibited concentrations above the secondary MCL and is equipped with treatment but is not currently in regular operation. Active wells generally remain below regulatory thresholds, and recent data indicate no widespread exceedances. Manganese may affect groundwater availability due to the potential need for treatment, which can increase operational costs. The City will continue to evaluate treatment needs as part of its long-term groundwater management strategy.

7.2.4 Recycled Water

Recycled water supplies are generally less vulnerable to seasonal and climatic variability than surface water supplies because they are derived from wastewater flows, which remain relatively stable during drought conditions. The influent to the RWF exceeds current recycled water delivery capacity, and recycled water production continues to be constrained primarily by distribution infrastructure and demand rather than source availability. Although influent flows may decrease slightly during extended dry periods, available supply is expected to remain sufficient to meet projected recycled water demands. Therefore, recycled water is considered a highly reliable and drought-resilient supply, though not entirely drought-proof due to potential operational, regulatory, and demand-related constraints.

7.2.5 Bay Area Water Conservation and Supply Agency Strategy 2050

The City is a member of the BAWSCA. BAWSCA provides regional water reliability planning and conservation programming for the benefit of its 26 member agencies that purchase wholesale water supplies from the SFPUC. Collectively, the BAWSCA member agencies deliver water to over 1.8 million residents and nearly 40,000 commercial, industrial, and institutional accounts in Alameda, San Mateo and Santa Clara Counties. BAWSCA also represents the collective interests of these wholesale water customers on all significant technical, financial and policy matters related to the operation and improvement of SFPUC's RWS.

The City is supporting BAWSCA in the development of its Long-Term Reliable Water Supply Strategy 2050 (Strategy 2050), a regional assessment of Member Agencies' water supply needs. Strategy 2050 will identify the water supply and demand management

needs and opportunities for the BAWSCA region and establish a framework to collectively support water reliability and resilience. The main objectives of Strategy 2050 include:

- Providing a comprehensive picture of the region's supply and demand management needs and options;
- Establishing a framework for collectively maintaining and improving regional water supply reliability and resilience;
- Elevating awareness of and supporting the region's interests in new and emerging regulations that impact water supply and demand management;
- Expanding regional dialogue and collaboration to collectively address common needs;
- Closing the gap on funding needed for water supply resilience and reliability; and
- Supporting availability of affordable water supplies and demand management strategies to all customers.

Strategy 2050 is actively evaluating opportunities to enhance water supply reliability in the BAWSCA region, including projects involving physical infrastructure and actions involving non-infrastructure interventions, such as policies, programs, and/or contractual agreements. A total of 70 local and regional projects and actions will be considered, including stormwater capture projects, technical assistance programs for onsite reuse, groundwater banking partnerships, new and replacement well projects, and interties development and optimization, among others. Strategy 2050 will evaluate these the water reliability of under the range of potential future conditions and make recommendations on priorities and next steps for implementation.

Strategy 2050 plan is anticipated to be completed by 2027. From 2027 onward, the Strategy 2050 effort is anticipated to involve implementing the actions identified in the plan, tracking and reporting on the progress, and incorporating the findings from the implementation activities into BAWSCA's following fiscal year Work Plan.

7.3 BASIS OF WATER SUPPLY DATA

As described above, the quantity of supply available from different water supply sources can vary from one year to the next depending on hydrologic conditions. Historical data, where available, were therefore used to develop a projected yield for each water supply source under three conditions: (1) normal water year, (2) single dry year, and (3) multiple dry years. In accordance with the DWR Guidebook, each condition was defined as follows:

- **Normal Water Year***:* This condition represents the water supplies a Supplier considers available during normal conditions. This could be a single year or averaged range of years that most closely represents the average water supply available to the Supplier. In the DWR Guidebook, DWR uses the terms 'average' and 'normal' interchangeably when addressing the water year type.
- **Single Dry Year**: The single dry year is recommended to be the year that represents the lowest water supply available to the Supplier.

- **Five-Consecutive Year Drought**: The five-consecutive year drought for the DRA would be the driest five-year historical sequence for the Supplier (Water Code § 10612). Suppliers are encouraged to use the same historical five-year sequence for their DRA and Water Service Reliability Assessment. However, they may choose to use a different five-consecutive year dry period such as the lowest average water supply available to the Supplier for five years in a row. Suppliers are encouraged to characterize the five-consecutive year drought in a manner that is best suited for understanding and managing their water service reliability. The basis for the water supply data and selected drought years is presented in Sections 7.3.1 and 7.3.2. In addition, the drought risk assessment for the next five consecutive years (2026–2030) is presented in Section 7.5.

7.3.1 Basis of Water Supply Data for SFPUC Supplies

Based on SFPUC's estimated availability of wholesale RWS supplies, Table 7-6 shows the basis of water supply data for the City's purchased supplies from the SFPUC with the Bay-Delta Plan Amendment. As shown, with the Bay-Delta Plan Amendment, reductions in available SFPUC supplies are significant and are as high as a 48 percent reduction from projected purchases. These values are used for the remainder of the analysis in this 2025 UWMP as the Bay-Delta Plan Amendment has been adopted by the SWRCB as described above. However, this data is not compatible with DWR Table 7-1; as such, DWR Table 7-1 has not been completed for the City's purchased supplies from the SFPUC.

Table 7-6. Basis of Water Supply Data for the City's Purchased Supplies from SFPUC with the Bay-Delta Plan Amendment[(a)]

	2030	2035	2040	2045	2050
Projected Purchases, AFY	5,041	5,041	5,041	5,041	5,041
Single Dry Year, AFY	3,471	3,376	3,267	3,183	3,106
Consecutive 1st Dry Year, AFY	3,471	3,376	3,267	3,183	3,106
Consecutive 2nd Dry Year, AFY	2,913	2,877	2,769	2,683	2,603
Consecutive 3rd Dry Year, AFY	2,913	2,877	2,769	2,683	2,603
Consecutive 4th Dry Year, AFY	2,913	2,877	2,769	2,683	2,603
Consecutive 5th Dry Year, AFY	2,913	2,877	2,769	2,683	2,603

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026.

For comparison purposes, Table 7-7 shows the basis of water supply data for the City's purchased supplies from the SFPUC without the Bay-Delta Plan Amendment. As shown, without the Bay-Delta Plan Amendment, no reduction from projected purchases is projected.

Table 7-7. Basis of Water Supply Data for the City's Purchased Supplies from SFPUC without the Bay-Delta Plan Amendment[a]

	2030	2035	2040	2045	2050
Projected Purchases, AFY	5,041	5,041	5,041	5,041	5,041
Single Dry Year, AFY	5,041	5,041	5,041	5,041	5,041
Consecutive 1st Dry Year, AFY	5,041	5,041	5,041	5,041	5,041
Consecutive 2nd Dry Year, AFY	5,041	5,041	5,041	5,041	5,041
Consecutive 3rd Dry Year, AFY	5,041	5,041	5,041	5,041	5,041
Consecutive 4th Dry Year, AFY	5,041	5,041	5,041	5,041	5,041
Consecutive 5th Dry Year, AFY	5,041	5,041	5,041	5,041	5,041

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, without Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026.

Because the scenario with the Bay-Delta Plan Amendment assumes reductions in SFPUC supplies, which represents a more conservative planning condition, the City applies the Bay-Delta Plan Amendment conditions in the supply and demand assessment presented in Section 7.4.

7.3.2 Basis of Water Supply Data for Valley Water Supplies

As shown in the Valley Water supply reliability tables included in Appendix F, water supply shortfalls are projected during the 4th and 5th dry years in 2030, 2045, and 2050. Based on guidance from Valley Water staff, after accounting for supply augmentation of 15,000 AF in 2030 and 10,000 AF in 2045 and 2050 under drought conditions, residual shortfalls of up to approximately 5 percent remain.

Based on the current contract with Valley Water, which specifies a maximum delivery rate of 4.1 mgd, the available supply under normal conditions is 4,560 AFY. To reflect the projected shortfalls during drought years, a 5 percent reduction is applied during the 4th and 5th dry years in 2030, 2045, and 2050, resulting in an available Valley Water supply of 4,332 AFY.

Table 7-8 presents the City's basis of water supply data for its supplies from Valley Water.

Table 7-8. Basis of Water Supply Data for the City's Purchased Supplies from Valley Water[a]

	2030	2035	2040	2045	2050
Projected Purchases, AFY	4,560	4,560	4,560	4,560	4,560
Single Dry Year, AFY	4,560	4,560	4,560	4,560	4,560
Consecutive 1st Dry Year, AFY	4,560	4,560	4,560	4,560	4,560
Consecutive 2nd Dry Year, AFY	4,560	4,560	4,560	4,560	4,560
Consecutive 3rd Dry Year, AFY	4,560	4,560	4,560	4,560	4,560
Consecutive 4th Dry Year, AFY	4,332	4,560	4,560	4,332	4,332
Consecutive 5th Dry Year, AFY	4,332	4,560	4,560	4,332	4,332

(a) Valley Water supply reliability tables provided by Valley Water on March 19, 2026 indicate up to 5 percent supply shortfalls during the 4th and 5th dry years in 2030, 2045, and 2050 after assuming the supply augmentation of 15,000 AF in 2030 and 10,000 AF in 2045 and 2050. Accordingly, a 5 percent supply reduction to 4,332 AFY is applied for these shortfall years; no reduction is assumed for all other years, with available supply of 4,560 AFY.

7.3.3 Basis of Water Supply Data for City's Local Supplies

The City's local supplies, including groundwater and recycled water, are assumed to remain constant within each year under normal year, single dry year, and consecutive five-year drought conditions. Groundwater supplies are assumed to remain constant from 2030 through 2050 at 23,048 AFY. Recycled water supplies vary by year based on projected recycled water demands.

The estimated availability of the City's groundwater and recycled water supplies is summarized in Tables 7-9 and Table 7-10, respectively. Recycled water supply data are not compatible with the format of DWR Table 7-1; therefore, DWR Table 7-1 has not been completed for recycled water.

Table 7-9. Basis of Water Year Data for City's Groundwater Supplies (DWR Table 7-1 Retail)

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats ☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP] Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	% of Average Supply
Average Year		23,048	100%
Single-Dry Year		23,048	100%
Consecutive Dry Years 1st Year		23,048	100%
Consecutive Dry Years 2nd Year		23,048	100%
Consecutive Dry Years 3rd Year		23,048	100%
Consecutive Dry Years 4th Year		23,048	100%
Consecutive Dry Years 5th Year		23,048	100%
DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table. **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.			
NOTES: Projected groundwater supplies are based on the City's historical maximum annual groundwater production in Fiscal Year (FY) 1986/87. The values shown in the table only reflect the City's groundwater supplies and the City's other supplies are discussed in Section 7.3 of the UWMP.			

Table 7-10. Basis of Water Supply Data for the City's Recycled Water Supplies[a]

	2030	2035	2040	2045	2050
Projected Supplies, AFY	4,300	4,729	5,159	5,588	6,017
Single Dry Year, AFY	4,300	4,729	5,159	5,588	6,017
Consecutive 1st Dry Year, AFY	4,300	4,729	5,159	5,588	6,017
Consecutive 2nd Dry Year, AFY	4,300	4,729	5,159	5,588	6,017
Consecutive 3rd Dry Year, AFY	4,300	4,729	5,159	5,588	6,017
Consecutive 4th Dry Year, AFY	4,300	4,729	5,159	5,588	6,017
Consecutive 5th Dry Year, AFY	4,300	4,729	5,159	5,588	6,017

(a) Projected recycled water supplies for 2030–2050 are assumed to match the projected recycled water demands (see Table 4-3).

7.4 SUPPLY AND DEMAND ASSESSMENT

The supply reliability analysis evaluates the reliability of the City's two wholesale water sources (Valley Water and the SFPUC), as well as local groundwater and recycled water supplies. As summarized in Section 7.3.1, the SFPUC has evaluated the reliability of its RWS under conditions both with and without the Bay-Delta Plan Amendment. With the Bay-Delta Plan Amendment, reductions in available SFPUC supplies are significant, reaching up to 48 percent of projected purchases. To be conservative, the City assumes the SFPUC supply reductions with the Bay-Delta Plan Amendment for the supply and demand assessment scenarios.

Due to the uncertainty associated with the interruptible SFPUC supply, the City analyzed supply reliability under two primary scenarios:

- Scenario 1: Supply interruption due to contract termination in 2028. Assuming a 10-year advance notice of termination, SFPUC supplies are assumed to cease beginning in 2040.
- Scenario 2: Assumes the City's contract with SFPUC is renewed, providing continued SFPUC supplies beyond 2040.

The City's projected supply and demand under Normal Years, Single Dry Years, and Multiple Dry Years (five-year droughts) are quantified and discussed below.

7.4.1 Normal Year

The City's normal year supplies are anticipated to be as follows:

- Up to 5,041 AFY from the SFPUC
- Up to 4,560 AFY from Valley Water
- Up to 23,048 AFY from the City's groundwater wells
- Up to 6,017 AFY from recycled water

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Table 7-11A represents normal year supplies under Scenario 1, which assumes termination of SFPUC supplies beginning in 2040 and under the Bay-Delta Plan Amendment conditions.

Table 7-11B represents normal year supplies under Scenario 2, which assumes continued supplies from the SFPUC beyond 2040 and under the Bay-Delta Plan Amendment conditions. Implementation of the Bay-Delta Plan Amendment is not projected to affect SFPUC's normal year supplies; therefore, existing contract allocation amounts from SFPUC are assumed to remain unchanged from 2030 to 2050.

Table 7-11A. Projected Normal Year Supplies from All Supply Sources (Scenario 1)

	2030	2035	2040	2045	2050
Purchased Supplies from SFPUC, AFY[(a)]	5,041	5,041	0	0	0
Purchased Supplies from Valley Water, AFY[(b)]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[(b)]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[(b)]	4,300	4,729	5,159	5,588	6,017
Total Normal Year Supplies, AFY	**36,949**	**37,378**	**32,767**	**33,196**	**33,625**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026. Assumed termination of SFPUC supplies beginning in 2040.
(b) See Table 7-8, Table 7-9, and Table 7-10.

Table 7-11B. Projected Normal Year Supplies from All Supply Sources (Scenario 2)

	2030	2035	2040	2045	2050
Purchased Supplies from SFPUC, AFY[(a)]	5,041	5,041	5,041	5,041	5,041
Purchased Supplies from Valley Water, AFY[(b)]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[(b)]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[(b)]	4,300	4,729	5,159	5,588	6,017
Total Normal Year Supplies, AFY	**36,949**	**37,378**	**37,808**	**38,237**	**38,666**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026. Assumed continued SFPUC supplies beyond 2040.
(b) See Table 7-8, Table 7-9, and Table 7-10.

The City's normal year demands are summarized in Table 7-12, based on demand projections presented in Chapter 4.

Table 7-12. Projected Normal Year Demands

	2030	2035	2040	2045	2050
Projected Normal Year Demand, AFY[(a)]	22,688	24,650	26,611	28,573	30,533

(a) From Table 4-4 (DWR Table 4-2 Retail).

As shown in Table 7-13A and Table 7-13B, the City's normal year supplies are adequate to meet projected normal year demands under both scenarios, regardless of whether the City continues to receive SFPUC supplies following contract negotiations.

Table 7-13A. Normal Year Supply and Demand Comparison (Scenario 1) (DWR Table 7-2 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	36,949	37,378	32,767	33,196	33,625
Use totals (autofill from Submittal Table 4-2 R)	22,688	24,650	26,611	28,573	30,533
Surplus/(shortfall)	14,261	12,728	6,156	4,623	3,092

Table 7-13B. Normal Year Supply and Demand Comparison (Scenario 2) (DWR Table 7-2 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	36,949	37,378	37,808	38,237	38,666
Use totals (autofill from Submittal Table 4-2 R)	22,688	24,650	26,611	28,573	30,533
Surplus/(shortfall)	14,261	12,728	11,197	9,664	8,133

7.4.2 Single Dry Year

The City's Single Dry Year supplies are anticipated to be as follows:

- Up to 5,041 AFY of purchased supplies from the SFPUC (varies by year based on projected cutback in wholesale supply available from the RWS with the Bay-Delta Plan Amendment; the City's SFPUC projected cutback ranges from 31 to 38 percent from normal year projected purchases)
- Up to 4,560 AFY of purchased supplies from Valley Water (assumed to remain the same as normal year supplies)
- Up to 23,048 AFY of groundwater from the City's wells (assumed to remain the same as normal year supplies).

- Up to 6,017 AFY of recycled water (assumed to remain the same as normal year supplies within the same year)

Table 7-14A represents single dry year supplies under Scenario 1, which assumes termination of SFPUC supplies beginning in 2040 and under the Bay-Delta Plan Amendment conditions.

Table 7-14B represents single dry year supplies under Scenario 2, which assumes continued supplies from the SFPUC beyond 2040 and under the Bay-Delta Plan Amendment conditions.

Table 7-14A. Projected Single Dry Year Supplies from All Supply Sources (Scenario 1)

	2030	2035	2040	2045	2050
Purchased Supplies from SFPUC, AFY[(a)]	3,471	3,376	0	0	0
Purchased Supplies from Valley Water, AFY[(b)]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[(b)]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[(b)]	4,300	4,729	5,159	5,588	6,017
Total Single Dry Year Supplies, AFY	**35,379**	**35,713**	**32,767**	**33,196**	**33,625**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026. Assumed termination of SFPUC supplies beginning in 2040.
(b) See Table 7-8, Table 7-9, and Table 7-10.

Table 7-14B. Projected Single Dry Year Supplies from All Supply Sources (Scenario 2)

	2030	2035	2040	2045	2050
Purchased Supplies from SFPUC, AFY[(a)]	3,471	3,376	3,267	3,183	3,106
Purchased Supplies from Valley Water, AFY[(b)]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[(b)]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[(b)]	4,300	4,729	5,159	5,588	6,017
Total Single Dry Year Supplies, AFY	**35,379**	**35,713**	**36,034**	**36,379**	**36,731**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026. Assumed continued SFPUC supplies beyond 2040.
(b) See Table 7-8, Table 7-9, and Table 7-10.

The City's single dry year demands are assumed to be the same as the City's normal year demands and are summarized in Table 7-15, based on demand projections presented in Chapter 4.

Table 7-15. Projected Single Dry Year Demands

	2030	2035	2040	2045	2050
Projected Single Dry Year Demand, AFY[(a)]	22,688	24,650	26,611	28,573	30,533

(a) From Table 4-4 (DWR Table 4-2 Retail), assumed to be the same as the City's normal year demands.

As shown in Table 7-16A and Table 7-16B, the City's single dry year supplies are adequate to meet projected single dry year demands under both scenarios, regardless of whether the City continues to receive SFPUC supplies following contract negotiations.

Table 7-16A. Single Dry Year Supply and Demand Comparison (Scenario 1) (DWR Table 7-3 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	35,379	35,713	32,767	33,196	33,625
Use totals	22,688	24,650	26,611	28,573	30,533
Surplus/(shortfall)	12,691	11,063	6,156	4,623	3,092

Table 7-16B. Single Dry Year Supply and Demand Comparison (Scenario 2) (DWR Table 7-3 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	35,379	35,713	36,034	36,379	36,731
Use totals	22,688	24,650	26,611	28,573	30,533
Surplus/(shortfall)	12,691	11,063	9,423	7,806	6,198

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7.4.3 Multiple Dry Years (Five-Year Droughts)

The City's multiple dry dry year supplies are anticipated to be as follows:

- Up to 5,041 AFY of purchased supplies from SFPUC (varies by year based on projected cutback in wholesale supply available from the Regional Water System with the Bay-Delta Plan Amendment; the City's SFPUC projected cutback ranges from 31 to 48 percent from normal year projected purchases).
- Up to 4,560 AFY of purchased supplies from Valley Water. To reflect the projected shortfalls during drought years, a 5 percent reduction was assumed during the 4th and 5th dry years in 2030, 2045, and 2050, resulting in an available Valley Water supply of 4,332 AFY.
- Up to 23,048 AFY of groundwater from the City's wells (assumed to remain the same as normal year supplies).
- Up to 6,017 AFY of recycled water (assumed to remain the same as normal year supplies within the same year)

Table 7-17A represents multiple dry year supplies under Scenario 1, which assumes termination of SFPUC supplies beginning in 2040 and under the Bay-Delta Plan Amendment conditions.

Table 7-17B represents multiple dry year supplies under Scenario 2, which assumes continued supply from the SFPUC beyond 2040 and under the Bay-Delta Plan Amendment conditions.

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Table 7-17A. Projected Multiple Dry Year Supplies from All Supply Sources (Scenario 1)

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Multiple Dry Years Starting in 2030					
Purchased Supplies from SFPUC, AFY[a]	3,471	2,913	2,913	2,913	2,913
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	4,300	4,300	4,300	4,300	4,300
Total Multiple Dry Year Supplies, AFY	**35,379**	**34,821**	**34,821**	**34,593**	**34,593**
Multiple Dry Years Starting in 2035					
Purchased Supplies from SFPUC, AFY[a]	3,376	2,877	2,877	2,877	2,877
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	4,729	4,729	4,729	4,729	4,729
Total Multiple Dry Year Supplies, AFY	**35,713**	**35,214**	**35,214**	**35,214**	**35,214**
Multiple Dry Years Starting in 2040					
Purchased Supplies from SFPUC, AFY[a]	0	0	0	0	0
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	5,159	5,159	5,159	5,159	5,159
Total Multiple Dry Year Supplies, AFY	**32,767**	**32,767**	**32,767**	**32,767**	**32,767**
Multiple Dry Years Starting in 2045					
Purchased Supplies from SFPUC, AFY[a]	0	0	0	0	0
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	5,588	5,588	5,588	5,588	5,588
Total Multiple Dry Year Supplies, AFY	**33,196**	**33,196**	**33,196**	**32,968**	**32,968**
Multiple Dry Years Starting in 2050					
Purchased Supplies from SFPUC, AFY[a]	0	0	0	0	0
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	6,017	6,017	6,017	6,017	6,017
Total Multiple Dry Year Supplies, AFY	**33,625**	**33,625**	**33,625**	**33,397**	**33,397**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026. Assumed termination of SFPUC supplies beginning in 2040.
(b) See Table 7-8, Table 7-9, and Table 7-10.

Table 7-17B. Projected Multiple Dry Year Supplies from All Supply Sources (Scenario 2)

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Multiple Dry Years Starting in 2030					
Purchased Supplies from SFPUC, AFY[a]	3,471	2,913	2,913	2,913	2,913
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	4,300	4,300	4,300	4,300	4,300
Total Multiple Dry Year Supplies, AFY	**35,379**	**34,821**	**34,821**	**34,593**	**34,593**
Multiple Dry Years Starting in 2035					
Purchased Supplies from SFPUC, AFY[a]	3,376	2,877	2,877	2,877	2,877
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	4,729	4,729	4,729	4,729	4,729
Total Multiple Dry Year Supplies, AFY	**35,713**	**35,214**	**35,214**	**35,214**	**35,214**
Multiple Dry Years Starting in 2040					
Purchased Supplies from SFPUC, AFY[a]	3,267	2,769	2,769	2,769	2,769
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,560	4,560
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	5,159	5,159	5,159	5,159	5,159
Total Multiple Dry Year Supplies, AFY	**36,034**	**35,536**	**35,536**	**35,536**	**35,536**
Multiple Dry Years Starting in 2045					
Purchased Supplies from SFPUC, AFY[a]	3,183	2,683	2,683	2,683	2,683
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	5,588	5,588	5,588	5,588	5,588
Total Multiple Dry Year Supplies, AFY	**36,379**	**35,879**	**35,879**	**35,651**	**35,651**
Multiple Dry Years Starting in 2050					
Purchased Supplies from SFPUC, AFY[a]	3,106	2,603	2,603	2,603	2,603
Purchased Supplies from Valley Water, AFY[b]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[b]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[b]	6,017	6,017	6,017	6,017	6,017
Total Multiple Dry Year Supplies, AFY	**36,731**	**36,228**	**36,228**	**36,000**	**36,000**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, with Bay-Delta Plan Amendment, provided by BAWSCA on March 12, 2026. Assumed continued SFPUC supplies beyond 2040.
(b) See Table 7-8, Table 7-9, and Table 7-10.

The City's multiple dry year demands are assumed to be the same as the City's normal year demands and are summarized in Table 7-18, based on demand projections presented in Chapter 4.

Table 7-18. Projected Multiple Dry Year Demands

	2030	2035	2040	2045	2050
Projected Multiple Dry Year Demand, AFY[(a)]	22,688	24,650	26,611	28,573	30,533

(a) From Table 4-4 (DWR Table 4-2 Retail), assumed to be the same as the City's normal year demands. Demands for each year of the five-year multiple dry year periods are assumed to be the same as the first year of the multiple dry year period.

As shown in Table 7-19A and Table 7-19B, the City's multiple dry year supplies are adequate to meet projected multiple dry year demands under both scenarios, regardless of whether the City continues to receive SFPUC supplies following contract negotiations.

Table 7-19A. Multiple Dry Year Supply and Demand Comparison (Scenario 1) (DWR Table 7-4 Retail)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	35,379	35,713	32,767	33,196	33,625
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,691	11,063	6,156	4,623	3,092
Second year	Supply totals	34,821	35,214	32,767	33,196	33,625
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,133	10,564	6,156	4,623	3,092
Third year	Supply totals	34,821	35,214	32,767	33,196	33,625
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,133	10,564	6,156	4,623	3,092
Fourth year	Supply totals	34,593	35,214	32,767	32,968	33,397
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	11,905	10,564	6,156	4,395	2,864
Fifth year	Supply totals	34,593	35,214	32,767	32,968	33,397
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	11,905	10,564	6,156	4,395	2,864

Table 7-19B. Multiple Dry Year Supply and Demand Comparison (Scenario 2) (DWR Table 7-4 Retail)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	35,379	35,713	36,034	36,379	36,731
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,691	11,063	9,423	7,806	6,198
Second year	Supply totals	34,821	35,214	35,536	35,879	36,228
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,133	10,564	8,925	7,306	5,695
Third year	Supply totals	34,821	35,214	35,536	35,879	36,228
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,133	10,564	8,925	7,306	5,695
Fourth year	Supply totals	34,593	35,214	35,536	35,651	36,000
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	11,905	10,564	8,925	7,078	5,467
Fifth year	Supply totals	34,593	35,214	35,536	35,651	36,000
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	11,905	10,564	8,925	7,078	5,467

7.5 DROUGHT RISK ASSESSMENT

In accordance with CWC Section 10612, urban water suppliers must conduct a DRA, which evaluates the risk of a severe drought occurring for the next five consecutive years (2026-2030). Supply conditions for the DRA are based on the five driest consecutive years on record, with adjustments to consider plausible changes in climate, regulations, and other locally applicable criteria.

This section reviews the data and methods used to define the DRA water shortage condition and evaluates each water source's reliability under the proposed drought condition. Finally, total water supplies during the five-year drought are compared to projected demands, accounting for any applicable supply augmentation or demand reduction measures available to the City.

7.5.1 Data, Methods, and Basis for Water Shortage Condition

The water shortage condition for the DRA is the same as the five-year drought described in Section 7.5.3. Since the DRA can be updated outside of the UWMP five-year plan cycle, the narrative description of the data and basis for the water shortage condition is repeated in this section.

7.5.2 Drought Risk Assessment of Water Source Reliability

Table 7-20 summarizes the City's available supplies for each year of the DRA.

Table 7-20. Projected Water Supplies for Drought Risk Assessment

Supply Source	2026	2027	2028	2029	2030
Purchased Supplies from SFPUC, AFY[(a)]	3,256	3,256	3,256	3,256	3,256
Purchased Supplies from Valley Water, AFY[(b)]	4,560	4,560	4,560	4,332	4,332
Groundwater, AFY[(b)]	23,048	23,048	23,048	23,048	23,048
Recycled Water, AFY[(b)]	3,957	4,043	4,128	4,214	4,300
Total	**34,821**	**34,906**	**34,992**	**34,850**	**34,936**

(a) From BAWSCA 2025 UWMP Wholesale Customer Dry Year Allocations, provided by BAWSCA on March 12, 2026. The SFPUC supply projections for 2026 to 2030 do not assume implementation of the Bay-Delta Plan Amendment because the start of implementation remains uncertain.

(b) See Table 7-8, Table 7-9 and Table 7-10. A 5 percent reduction from Valley Water supplies is assumed for the fourth and fifth dry years, corresponding to 2029 and 2030. Recycled water supplies for 2026–2029 are interpolated between the 2025 and 2030 recycled water supply values.

Table 7-21 summarizes the City's projected water demand for each year of the DRA, as discussed in Section 4.2.4.

Table 7-21. Projected Water Demand for 2026 to 2030

	2026	2027	2028	2029	2030
Projected Water Demand, AFY[(a)]	21,120	21,512	21,905	22,297	22,689

(a) From Table 4-4.

7.5.3 Total Water Supply and Use Comparison

As shown in Table 7-22, during a five-year drought beginning in 2026, the City's supplies are projected to be adequate to meet projected demands.

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Table 7-22. Five-Year Drought Risk Assessment (DWR Table 7-5 Retail)

2026	Total
Total Water Use (AF)	21,120
Total Supplies (AF)	34,821
Surplus/Shortfall w/o WSCP Action	13,701
2027	**Total**
Total Water Use (AF)	21,512
Total Supplies (AF)	34,906
Surplus/Shortfall w/o WSCP Action	13,394
2028	**Total**
Total Water Use (AF)	21,905
Total Supplies (AF)	34,992
Surplus/Shortfall w/o WSCP Action	13,087
2029	**Total**
Total Water Use (AF)	22,297
Total Supplies (AF)	34,850
Surplus/Shortfall w/o WSCP Action	12,553
2030	**Total**
Total Water Use (AF)	22,689
Total Supplies (AF)	34,936
Surplus/Shortfall w/o WSCP Action	12,247

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CHAPTER 8
Water Shortage Contingency Plan

This chapter discusses the City's WSCP, seismic risk to City facilities, and WSCP adoption procedures. To allow for WSCP updates to be made outside of the UWMP preparation process, the City's WSCP is included in this plan as Appendix G.

8.1 BACKGROUND

Water shortages occur whenever the available water supply cannot meet the normally expected customer water use. These shortages can be due to several reasons, including climate change, drought, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A WSCP presents how an urban water supplier plans to respond to a water shortage condition and helps prevent catastrophic service disruptions.

In 2018, the California State Legislature enacted two policy bills, (SB 606 (Hertzberg) and AB 1668 (Friedman)) (2018 Water Conservation Legislation), to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts in California. The 2018 Water Conservation Legislation set new requirements for water shortage contingency planning. The City's WSCP has been prepared to be consistent with these requirements.

8.2 CITY WATER SHORTAGE CONTINGENCY PLAN

The City's WSCP was developed to provide a strategic plan for preparing and responding to water shortages. The WSCP includes water shortage levels and associated shortage response actions, as well as the City's legal authorities, communication protocols, compliance and enforcement, and monitoring and reporting.

The City intends for its WSCP to be an adaptive management plan so that it may assess response action effectiveness and adapt to foreseeable and unforeseeable events. Therefore, the City's WSCP is included in this plan as Appendix G to allow for updates to be made outside of the UWMP update preparation process. When an update to the WSCP is proposed, the revised WSCP will undergo the process described in Section 8.5.

8.3 WATER SUPPLY RELIABILITY ANALYSIS

This section provides a summary of the water supply planning analysis and reliability findings from this UWMP. Additional information about the City's existing and projected water use is presented in Chapter 4 of this UWMP, existing and planned water supplies by source are presented in Chapter 6, and the water supply reliability assessment and the drought risk assessment are presented in Chapter 7.

Findings indicate that during normal years, single dry years, and multiple consecutive dry years, the City's supplies are adequate to meet projected demands through 2050. No water supply shortfalls are anticipated. If a supply shortfall were to occur, the City may declare a water shortage condition as described in the City's WSCP presented in Appendix G.

Statewide water supply conditions, changes in groundwater levels, and actions by other agencies may impact the City's available water supply. A water shortage condition occurs when the available supply of potable water cannot meet ordinary water demands for human consumption, sanitation, fire protection, and other beneficial uses. In some cases, the City may foresee a water shortage, but the water shortage may also be caused by an unforeseen sudden or emergency event. In general, the City's water supply conditions may be affected by the following:

- Climatic variability and drought conditions;
- Water quality;
- Supply restrictions from SFPUC's RWS (including supply reductions associated with the Bay-Delta Plan Amendment);
- Supply restrictions imposed by Valley Water;
- Recycled water supply limitations;
- Groundwater pumping limitations or unforeseen SGMA restrictions to available groundwater supply in the future; and
- Water supply facility failures (loss of turnouts, groundwater wells, pumps or tanks).

The City plans for potential drought events annually. The City conducts an annual water supply and demand assessment in accordance with its WSCP to determine its water supply conditions for the current year and a potential subsequent dry year. The analysis conducted is in the context of the City's water supply sources and reliability.

8.4 SEISMIC RISK ASSESSMENT AND MITIGATION PLAN

CWC § 10632.5(a) requires that UWMPs include a seismic risk assessment and mitigation plan to assess and mitigate a water system's seismic vulnerabilities. A Local Hazard Mitigation Plan (LHMP) can be incorporated in the 2025 UWMPs to meet this requirement if it addresses seismic risk. The County of Santa Clara 2024 Multijurisdictional Local Hazard Mitigation Plan (2024 LHMP) is available at the following link, and incorporated herein by reference: https://oem.santaclaracounty.gov/partners/operational-area-hazard-mitigation-program/multi-jurisdictional-hazard-mitigation-plan. The hazard identification and profiling in the hazard mitigation plan addresses the following hazards of concern within the planning area: dam failure, drought, earthquake, flood, landslide, severe weather, tsunami, wildfire, and climate change. The 2024 LHMP addresses seismic risk and is incorporated into this UWMP by reference. The 2024 LHMP was approved by the Federal Emergency Management Agency (FEMA) in February 2024.

Earthquakes are common, relatively well tracked and studied in California. Santa Clara County is exposed to three major regional faults: Hayward, Calaveras, and San Andreas. The Hayward and Calaveras faults are in the central portion of Santa Clara County and present the greatest earthquake threat to the Santa Clara Operational Area (OA). The San Andreas Fault is on the northwestern boundary of the OA and runs through hills separating Santa Clara County from Santa Cruz County. The

primary seismic hazard for the OA is potential ground shaking from these three large faults. According to the 2024 LHMP, the Hayward Fault has a 14.3 percent chance of generating a magnitude 6.7 or greater earthquake in the next 30 years.

The 50-year probabilistic peak ground acceleration (PGA) was examined for the County. This event is expected to cause severe shaking and heavy damage to structures (VIII on the modified Mercalli intensity scale) in the City's service area for the 50-year PGA. The 2024 LHMP specified that water infrastructure would likely suffer considerable damage in the event of an earthquake.

Section 17 of the 2024 LHMP identifies the following earthquake hazard mitigation alternatives that are potentially applicable to the City's water system:

- Locate or relocate mission critical functions outside hazard area where possible;
- Build redundancy for critical functions and facilities;
- Retrofit critical areas (e.g., install earthquake resistant connections for pipelines);
- Keep cash reserves for reconstruction;
- Develop a continuity of operations plan.

The City has implemented efforts in addressing seismic vulnerabilities in its water system facilities. In accordance with America's Water Infrastructure Act (AWIA), the City completed a Risk and Resilience Assessment (RRA) of its water system in FY 2019/20 and updated the RRA and Emergency Response Plan (ERP) in FY2025/26. The RRA systematically evaluated the City's assets, threats, and risks, as well as countermeasures that might be implemented to minimize overall risk to the system. The ERP documents procedures to respond to various threats and risks including seismic events. To ensure the security of its water system, the RRA and ERP are retained by the City as confidential documents.

8.5 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The City's WSCP (Appendix G) is adopted concurrently with this 2025 UWMP, by separate resolution. Prior to adoption, a duly noticed public hearing was conducted. An electronic copy of the WSCP will be submitted to DWR within 30 days of adoption.

No later than 30 days after adoption, an electronic copy of the WSCP will be available for public review at the City's offices. An electronic copy of the WSCP will also be available for review and download on the City's website.

The City's WSCP is an adaptive management plan and is subject to refinements as needed to ensure that the City's shortage response actions and mitigation strategies are effective and produce the desired results. When a revised WSCP is proposed, the revised WSCP will undergo the process described above for adoption by City Council and distribution to Santa Clara County, the City's water customers, and the general public.

CHAPTER 9
Demand Management Measures

The City implements demand management measures to sustainably manage its water resources. If water demands are not managed, water service reliability may be reduced due to increases in water demand, and/or changes in water supplies associated with climate change and other factors. The implementation of demand management measures can help improve water service reliability and help meet City and State water conservation goals. This chapter describes the City's historical and existing Water Conservation Program, status of implementation of demand management measures (DMMs), and projected future conservation implementation.

9.1 DEMAND MANAGEMENT MEASURES

Since the 2020 UWMP reporting cycle, the City continued to implement DMMs within its service area as part of its standard practice and in collaboration with BAWSCA and Santa Clara Valley Water District (Valley Water). The following DMMs are discussed in this section:

- Water waste prevention ordinances
- Metering
- Conservation pricing
- Public education and outreach
- Programs to assess and manage distribution system real loss
- Water conservation program coordination and staffing support

Other DMMs being implemented by the City individually and in partnership with Valley Water are also discussed. For each DMM, the current program is described, followed by a description of how the DMM was implemented over the previous five years and the City's plans for continued implementation.

9.1.1 Water Waste Prevention Ordinances

The City discourages water waste and promotes the use of water saving methods and devices to preserve water resources. Reasonable and beneficial water use maximizes water supply reliability for all customers in both normal and dry years. Under the Code of the City of Santa Clara, California (SCCC), Title 12, Chapter 13.15, Article III,[1] the City has included water waste prevention regulations to help reduce water waste. The City also has Potable and Recycled Water System Rules and Regulations[2], which was most recently updated and approved by City Council on November 19, 2024.

[1] https://www.santaclaraca.gov/our-city/government/governance/ordinances, (Governance/City Code/Charter), last accessed April 15, 2026.

[2] Potable and Recycled Water System Rules and Regulations City of Santa Clara, November 2024, https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities, last accessed April 15, 2026.

Section 1.C of the Potable and Recycled Water System Rules and Regulations describes permanent water use restrictions and prohibitions in the City. A summary of the water use restrictions is provided below:

- Wasting water, which includes but is not limited to, the flooding or runoff on City sidewalks, gutters, and streets,
- Cleaning or washing of sidewalks, driveways, patios, parking lots, or other paved or hard-surfaced areas,
- Washing cars, buses, boats, trailers, or any vehicle by use of a hose unless that hose is fitted with an operating automatic shutoff valve,
- Water waste due to broken or defective plumbing, fire system, irrigation system, or any Appurtenance thereto; or to open or to leave open any stopcock or faucet so as to permit water waste,
- Service of water by any restaurant unless requested by a patron,
- Installation of a single-pass cooling system,
- Installation and/or use of a non-recirculating, decorative fountain,
- Construction of a non-recirculating conveyor car wash,
- Overhead spray irrigation using sprinkler heads, spray heads and/or rotors between the hours of 9 a.m. and 6 p.m.,
- Watering lawns during or within 48 hours of measurable precipitation,
- Irrigating non-functional turf (decorative grass) on public street medians,
- Applying potable water to non-functional turf at commercial, industrial or institutional (CII) sites, including common areas of homeowners' associations (HOAs),
- Irrigation of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by California Building Standards Commission and the Department of Housing and Community Development,
- Street cleaning or construction site preparation, if recycled water is available.

In addition, non-functional turf can no longer be installed in new and existing non-residential or multifamily landscape projects. Also, in hotels and motels, guests must have the option to choose not to have towels and linens laundered daily, with notices displayed prominently in each guestroom.

The restrictions are enforceable per Municipal Code §13.15.190 and are administered by the Director or the City Manager, or agents who they designate. Violations could result in administrative penalties in a sum not to exceed $1,000 per day, excluding inspection and cleanup costs.

The effectiveness of this DMM is evaluated based on the number of violations observed. In 2025, the City did not issue violation notices. The City has not imposed monetary fines

for violations, but instead focused on educating customers. The City plans to issue violation notices to repeat offenders in 2027.

Implementation of this DMM is ongoing. Although water savings from this program cannot be directly quantified, it is expected to help the City achieve its water use objectives by minimizing non-essential uses of water so that water is available for human consumption, sanitation, and fire protection.

9.1.2 Metering

Most City potable water customers are metered and billed monthly in compliance with State metering laws for urban water systems (CWC §527) based on a fixed monthly charge and a usage charge. Most Municipal accounts are billed for every two months of water use. Any new commercial, industrial, institutional or multi-family developments are required to have dedicated water meters and separate accounts and meters for landscape irrigation. All recycled water customers are also metered.

The City prescribes minimum water system design and O&M standards consistent with AWWA standards and best practices for water utilities. These standards include meter calibration, testing, and replacement activities to maintain the read accuracy of the City's meter inventory.

The City plans to install an Advanced Metering Infrastructure (AMI) system for all customers. At time of preparation of this UWMP, the City is conducting a pilot study for the project. Research of available grant funding to support that effort continues.

Implementation of this DMM is expected to help reduce overall water usage in the City by providing accurate and timely water use information to both customers and the City, with the added benefit of providing leak detection in real-time. AMI also helps customers make informed decisions about their water consumption.

9.1.3 Conservation Pricing

Aside from most municipal accounts which are billed every two months, all of the City's water customers are billed with a monthly service charge based on the size of their water meter, plus a quantity charge for all metered water consumption. City Council periodically reviews and approves water rate increases when necessary to cover the costs of providing water service to the community. The latest water rate schedule was adopted in June 2025 and is available on the City's website.[3] The quantity charge recovers the annual cost to operate the water utility other than groundwater charges, treated water purchased for resale, and energy. Recycled water is priced much lower than potable water to incentivize its use. Where available, the City requires non-potable use of recycled

[3] Potable Water Rates: https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/water-sewer-and-recycled-water-rates/water-rates.

Recycled Water Rates: https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/water-sewer-and-recycled-water-rates/recycled-water-rates. Both websites were accessed on 12/18/25.

water for uses such as irrigation, dual plumbed facilities, and industrial/commercial cooling applications.

Volumetric rates provide the City's water customers financial incentive for water conservation to encourage participation in the City's DMM programs. As discussed in the WSCP (Chapter 8), the City has the authority to establish drought surcharges, if necessary, to finance the cost of prolonged demand reduction scenarios that significantly impact revenue recovery.

Implementation of this DMM is expected to help the City achieve its water use objectives by ensuring water customers pay the true cost of water to adequately fund water system O&M, including repair and replacement programs, and water conservation programs. The City will evaluate the effectiveness of its rates by tracking changes in unit water use resulting from rate increases.

9.1.4 Public Education and Outreach

To fulfill the public education and outreach requirements of CWC §10631(e)(1)(B) part (iv), the City implements a public information program. City customers also receive outreach and school education programs from Valley Water, as described in the following sections.

9.1.4.1 Santa Clara Public Information Program

The City has an ongoing public education and information program to promote participation in its DMMs. As part of these programs, marketing, outreach, and educational materials are provided to customers through a variety of methods, which are summarized below:

- The City provides bill inserts and information about water conservation on customer bills. Customer utility bills were designed to make the information concise and customer friendly. All utility bills include a water usage comparison to the previous year's usage, as well as a chart showing the water usage over the previous 13 months
- The City uses educational displays which offer free literature and information about water conservation.
- The City includes educational articles in the following City-based publications: Inside Santa Clara, City Hall News, Water & Sewer News, and City Manager's Weekly Update. Articles cover a variety of topics, including water conservation.
- The City uses social media posts to reach customers.
- The City submits information to the local City newspaper, the Santa Clara Weekly.

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- The City's websites[4] provide information and resources to raise public awareness about water supply, water quality, water conservation, and other water-related issues. The City posts articles and information on dedicated webpages, which include water-wise gardening strategies, conservation tips and water rebate opportunities.
- The City's Water & Sewer Utilities Department conducts annual public outreach at special events, which include the following: Fix a Leak Week, World Water Day, Arbor Day/Earth Day events, 4Th of July Celebration, Water Quality Month, Street Dance, Art & Wine Festival, State of the City, Parade of Champions, Public Works Week, Comic Con, Water Professionals Appreciation Week, Imagine a Day Without Water, and the Holiday Tree Lighting. At events, staff use educational games, displays and handouts to raise awareness around water conservation.

Through such public information programs, the City promotes water conservation by engaging the community about the City's water conservation efforts and showing how customers can participate. The City reviews and updates water conservation public information and outreach programs annually, considering current water conditions, available water programs, and approved budgets.

Public education and outreach are ongoing and expected to help the City achieve water use objectives by educating water users about the value of water, the importance of improving water use efficiency and avoiding water waste.

9.1.4.2 BAWSCA Public Information Program

The City hosts water-wise landscape classes through their partnership with BAWSCA. Each spring and fall, Water & Sewer Utilities presents class topics that are developed into online webinars presented by local industry professionals well-versed in the subject matter. Classes have included proper plant establishment, watering strategies, composting, lawn conversion, rain gardens and a wide array of topics related to gardening with locally native plants. Staff present introduction slides that include information about City programs and available rebates before introducing the instructor and answering questions throughout. Presentations provide an open forum for exploring rebate possibilities in the context of the class material.

While BAWSCA provides many other informational programs, the City partners more closely with Valley Water for programs, rebates and public engagement.

9.1.4.3 Valley Water Public Information Program

The City purchases water from Valley Water, so City customers are included in Valley's Water's public outreach efforts. Valley Water's outreach activities include multi-media marketing campaigns directed at the diverse county population, website development and

[4] https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/water-conservation-15374, last accessed April 15, 2026.

maintenance, social media, publications, public meetings, staff participation at community events, interagency partnerships, corporate environmental fairs, professional trade shows, water conservation workshops and seminars, and a speaker's bureau. Outreach efforts focus on supporting customers and key stakeholders to minimize adverse impacts resulting from drought conditions, as well as advancing community knowledge, awareness, and understanding of the conservation and water supply services provided by Valley Water.

Valley Water implements broad-based advertising programs, participates in community events, collaborates with water retailers to develop outreach materials, and provides many outreach materials in four languages to ensure residents are equitably informed about water issues. Valley Water's multi-ethnic outreach expands beyond translating existing outreach materials to targeting media stories, coverage, and paid advertisements specific to their communities.

Valley Water's public engagement also includes social media and regular updates to its water conservation program website.[5] The website includes the latest program information, reports, studies, and workshops. In addition, Valley Water produces and distributes collateral material, including program flyers, free WaterSense labeled showerheads and other conservation devices, posters, yard signs, restaurant table tents for serving water only upon request, and hotel signs encouraging occupants to reuse linens.

Lawn converted from Fiscal Years 2016-2018, during a severe drought, totaled 413,246 square feet (SF) (averaging 137,749 SF per fiscal year). While Valley Water's social media campaign combined with Water & Sewer Utilities' marketing efforts helped to bolster Landscape Conversion Rebates, Fiscal Years 2019 through 2025 totaled 559,419 SF of converted lawns, just 79,917 SF per fiscal year. Assessing Fiscal Years 2023 through 2025, at the heels of another severe drought, the average climbed to 137,187 SF per fiscal year, closer to the pre-campaign average.

The Graywater Laundry to Landscape Rebate had a single participant prior to Valley Water's Spring 2018 campaign. The City saw eleven completed residential laundry to landscape projects in the seven years after the campaign.

Below is a summary of other public education and information programs led by Valley Water, which impact City water customers:

- **Landscape Summit**. Starting in 2016, Valley Water has annually held the Landscape Summit, an event developed through Valley Water's Landscape Committee as a forum for landscape professionals to learn about water issues in the county and California as a whole, and how water relates to the landscaping industry. It is also an opportunity for Valley Water to get valuable feedback from landscape professionals, and for attendees to collaborate and exchange ideas.

[5] https://www.valleywater.org/watersavingsorg, last accessed April 15, 2026.

- **Nursery Program**. To increase the public's awareness of water-efficient gardening techniques, Valley Water developed the Nursery Program in 1995. This program distributes, at least quarterly, a series of educational materials to nurseries, irrigation supply stores, and box store retailers throughout the county. In March 2025, Valley Water developed nursery outreach pedestal signs to be placed in participating nurseries. These pedestals streamline program marketing to customers of relevant stores by displaying QR codes that redirect to conservation program resources and program applications. The Nursery Program literature is currently being distributed to and displayed at more than 30 participating nurseries and vendors.
- **Sustainable Landscape Guidelines.** In August 2021, Valley Water, in partnership with the Green Gardens Group, released *Sustainable Landscape Guidelines, A Watershed Approach to Landscaping*. Available in English, Spanish, and Chinese on Valley Water's website, this comprehensive sustainable landscaping guide targets residential audiences, landscapers, and irrigation professionals new to sustainable landscape practices. It covers how-to and best practices for building healthy soil, capturing rainwater, reusing graywater, upgrading to high efficiency irrigation and selecting local, climate-appropriate, water-wise plants.
- **Demonstration Gardens**. Demonstration gardens inspire community members to incorporate sustainable, ecological, water-wise plants and techniques into their landscaping. Valley Water maintains a list of water-wise and California-native plant demonstration gardens to help guide community members in converting their own gardens to be more water-efficient. In 2017, Valley Water created a regularly maintainable interactive map that allows anyone to find demonstration gardens near their home or work by entering an address. Valley Water is currently in the process of designing a new 26,000 SF demonstration garden. Once complete, visitors will enjoy self-guided tours through a mixture of California native and non-native plants from the Landscape Rebate Program's Qualifying Plant List with informational signage.
- **Workshops**. Valley Water promotes water conservation through workshops and trainings throughout the community, attending about 45 presentations and over a dozen events per year. Examples include Graywater Laundry to Landscape workshops and presentations to local schools, universities, industry association gatherings, nursery staff, community gardens, native plant society members, corporate events, Master Gardeners, and many more. "Office Hours," started in April 2022, give customers drop-in opportunities to ask about program details. Valley Water also launched a webinar series to amplify awareness of its water conservation rebates and services. Webinars were live translated into Spanish, Vietnamese, and Mandarin and are uploaded to www.youtube.com/valleywater.
- **Growing Native Garden Tour.** To showcase exemplary native plant gardens, Valley Water has been a sponsor of the Growing Native Garden Tour every spring since 2003. Each year, thousands of participants visit several dozen

DRAFT

gardens. These native plant gardens demonstrate the beauty and efficiency of properly maintained native gardens to residents of Santa Clara and San Mateo counties. As an expanded community-based outreach opportunity, Valley Water produced eight Landscape Rebate Success Story testimonial videos featuring gardens on the tour to help promote Valley Water's Landscape Rebate Program.

- **Community Events**. Each year, Valley Water staff participate in a variety of public events to engage with the community on water-related issues including water conservation, water recycling and purification, flood preparedness and community-specific projects. Valley Water collaborates with the City by hosting informational booths at many City-sponsored events.

9.1.4.4 Valley Water School Education Programs

Established in 1995, Valley Water's Education Outreach (EO) program develops and implements water education programs with a focus on water conservation, water supply, watershed stewardship, pollution reduction, flood preparedness, and careers in the water field, additionally providing free education materials to educators. EO provides free grade-level appropriate classroom presentations for pre-kindergarten through high school and beyond.

The City recognizes the value of educating the younger population about the importance of water conservation and supports Valley Water's EO program.

9.1.5 Programs to Assess and Manage Distribution System Real Loss

The City conducts annual system water audits to determine the quantity of water lost (i.e., non-revenue water) by comparing the City's total water supplies with its metered water consumption. On a system-wide basis non-revenue water consists of real water losses from leaks and apparent losses from billing and meter errors. Non-revenue water for the City is further discussed in Chapter 4. This section discusses actions the City has taken to reduce real water losses from leaks.

The City actively tracks and quickly responds to typical water system activities associated with real water losses including water main breaks; valve, hydrant, or service leaks; water waste enforcement and private leaks. Leaks on the distribution system side are generally repaired within eight hours of being discovered.

To reduce apparent losses, the City plans to implement a policy that addresses unbilled water usage and improve billing and metering inaccuracies. This policy is anticipated to discourage unauthorized use of water. The policy will include compliance and enforcement provisions for violations for the unauthorized use of water, including interference, tampering, and theft of water. The City will continue to take actions to reduce apparent water losses by improving supply and demand metering accuracy, and enhancing the overall data quality throughout the system, including a goal of full implementation of AMI in the future.

Implementation of this DMM is ongoing and expected to help the City achieve its water use objectives by quickly identifying sources of water loss so repairs can be completed in a timely manner and water losses are minimized. In compliance with the DWR requirement, the City will continue to evaluate distribution system losses annually via the AWWA Water Audit Software and report to DWR.

9.1.6 Water Conservation Program Coordination and Staffing Support

Within the Compliance Division and the Water and Sewer Utilities Department, five positions perform water conservation program duties, as described below:

- **Compliance Manager:** The Compliance Manager position is responsible for managing the following programs: demand side management for the water utility; water quality; code enforcement and environmental, health, and safety.
- **Water Resources Specialist:** The Water Resources Specialist is responsible for water resource planning, water conservation, regulatory requirements and financial analysis assignments related to potable water, recycled water and wastewater in compliance with general and environmental regulations.
- **Code Enforcement Officer:** The Code Enforcement Officer conducts investigations related to storm water pollution, fats, oils and grease (FOG) source control and recycled water to determine violations and gain compliance.
- **Code Enforcement Technician:** The Code Enforcement Technician's responsibilities include promoting recycled water through program outreach, marketing, supporting FOG source control program and assisting with permitting sites for recycled water use and code enforcement. This staff member also investigates water waste complaints in the City.
- **Staff Aide:** This position assists with administrative function and program of the Compliance division. The position provides administrative support and customer service.

Outside of the Compliance division, Water & Sewer Utilities introduced a Utility Conservation/Efficiency Coordinator position in 2023. This role develops or modifies and then implements, coordinates and manages programs for water conservation, efficiency and customer service for the department.

Implementation of this DMM is ongoing and expected to help the City achieve its water use objectives by making water conservation and implementation of the City's Water Conservation Program a priority.

9.1.7 Other Demand Management Measures

The City continues to plan and implement DMM programs for its water system using collaborative regional programs with partners with similar interests and City-wide programs. The benefits of regional programs include shared administrative costs and responsibilities, promotion of customer rebate programs, and expansion of outreach programs currently available to City customers into neighboring areas. The City will

continue to support cost-effective regional activities and will focus on improving customer outreach and promoting awareness of available DMM programs.

Other DMM programs available to City water use customers that were not mentioned in previous sections are listed below. Details on these programs are available on Valley Water's website: https://www.valleywater.org/watersavingsorg.

- Water Wise Outdoor Surveys
- Residential and Commercial Landscapes
- Residential Water Leak Check
- Residential Plumbing Retrofits
- Large Landscapes
- Lawn Busters Program
- Landscape Maintenance Consultation Program
- Financial Incentives (Rebate Programs)
- Commercial, Industrial, and Institutional DMMs

Implementation of these programs are ongoing and expected to help the City achieve its water use objectives through increasing the water use efficiency of its customers. Funding for rebate programs are often limited; thus, rebate programs are available until the funding period ends or until funds are depleted.

9.2 MEMBER OF THE CALIFORNIA WATER EFFICIENCY PARTNERSHIP

The City is an active member of the CalWEP, establishing a firm commitment to the implementation of DMMs to conserve its water supplies. The City plans to continue implementation of the DMMs. The City is complying with the Making Conservation a California Way of Life Regulation to meet its Urban Water Use Objectives (UWUOs), and with SB 555 water loss performance standards as part of its Water Loss Control Program.

Other DMMs may be implemented by the City (subject to City Council approval) as deemed necessary based on customer participation, water savings, cost effectiveness, and other relevant factors.

9.3 CONTINUED IMPLEMENTATION OF DMMS

The City plans to continue implementing the DMMs described in this chapter and researching emerging technologies and strategies that may bolster existing DMMs. The City continually monitors and assesses the success of its water conservation programs to determine if additional measures are needed to meet its own water conservation goals and water use objectives.

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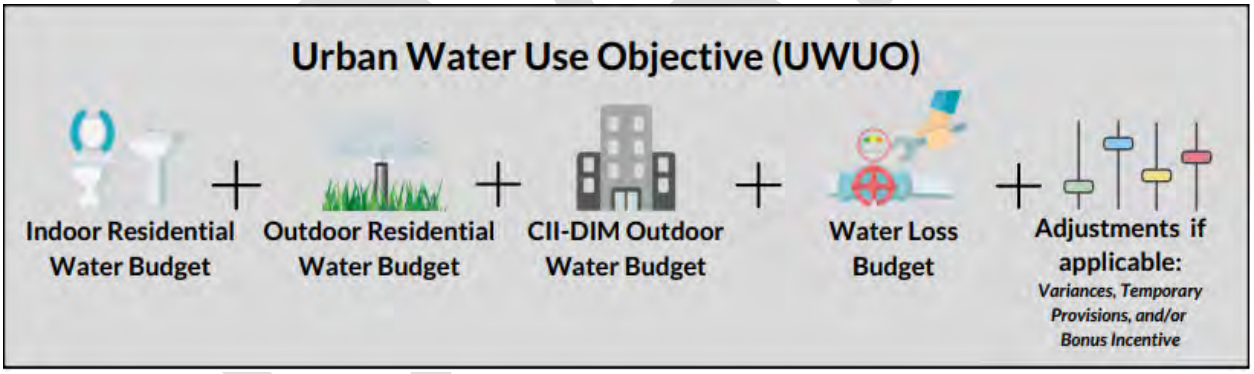
9.3.1 Meeting Urban Water Use Objectives

The Making Conservation a California Way of Life Legislation established a new framework for improvements in long-term urban water use efficiency. This Legislation builds on the statewide 2020 water conservation targets set under SB X7-7 (CWC §10609.2(d)). Under the Legislation, the State Water Board, in coordination with DWR, was required to adopt urban water use efficiency standards, variances, and performance measures by June 30, 2022.

On July 3, 2024, the State Water Board adopted the Making Conservation a California Way of Life Regulation. As part of this regulation, each urban water supplier is held to an annual Urban Water Use Objective (UWUO). The City is required to calculate its UWUO annually, which is a sum of water efficiency budgets for the following uses:

- Residential indoor water use
- Residential outdoor water use
- Real water loss
- CII landscapes with dedicated irrigation meters (DIMs)

The City's UWUO is calculated using statewide efficiency standards; it considers the City's water service area population, climate, and landscape area. Efficiency standards for the different components will progressively decrease from 2025 to 2040. Figure 9-1 summarizes the components that make up the UWUO.



Source: California Water Efficiency Partnership. May 2024. *Making Conservation a California Way of Life Standards Framework Cut Sheet*

Figure 9-1. Urban Water Use Objective Components

In addition to calculating and complying with the UWUO, beginning in 2027, the City will need to classify its Commercial, Industrial and Institutional (CII) properties, and begin deploying best management practices (BMPs) for indoor and outdoor CII water use. These CII performance measures are intended to enable water-usage benchmarking per CII classification category, as well as establish BMPs for indoor and outdoor CII water use.

9.3.2 Annual Water Use Reporting

As of 2024, the City is required to calculate its UWUO, compare its actual water use to its UWUO, and provide an Annual Urban Water Use Objective and Water Use Report to the State by January 1 of each year. Reporting is based on fiscal year data. Each year the City will submit prior fiscal year data to meet its applicable UWUO for the year. If it does not meet its UWUO, the City will develop a plan to intensify or implement additional demand management actions to improve water use efficiency.

The City submitted its Fiscal Year 2024/2025 Annual Urban Water Use Objective and Water Use Report to the State on December 23, 2025. Reporting and compliance with UWUOs fall under the authority of State Water Board and is tracked separately from the UWMP. Thus, UWUO compliance reports are not included in the UWMP.

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CHAPTER 10
Plan Adoption, Submittal, and Implementation

This chapter provides information regarding the notification, public hearing, adoption, and submittal of the City's 2025 UWMP and WSCP. It also includes discussion on plan implementation and the process of amending the UWMP and the WSCP.

10.1 INCLUSION OF ALL 2025 DATA

The 2025 UWMPs must contain data through the end of 2025. If a water supplier bases its accounting on a fiscal year (July through June) the data must be through the end of the 2025 fiscal year (June 2025). If the water supplier bases its accounting on a calendar year, the data must be through the end of the 2025 calendar year (December 2025).

As indicated in Section 2.3 of this plan, the City uses a calendar year for water supply and demand accounting, and therefore this plan includes data through December 2025.

10.2 NOTICE OF PUBLIC HEARING

In accordance with the UWMP Act, the City must provide an opportunity for the public to provide input on this 2025 UWMP, including the WSCP. The City must consider all public input prior to its adoption. There are two audiences to be notified for the public hearing: cities and counties, and the public.

10.2.1 Notices to Cities and Counties

As discussed in Section 2.4, the City provided greater than a 60-day notice regarding the preparation of its 2025 UWMP and WSCP to the County as well as neighboring cities and water agencies as listed below:

- City of Brisbane
- City of Burlingame
- City of Daly City
- City of Gilroy
- City of Hayward
- City of Menlo Park
- City of Milpitas
- City of Morgan Hill
- City of Mountain View
- City of Millbrae
- City of Palo Alto
- City of Redwood City
- City of San Bruno
- City of Sunnyvale
- City of East Palo Alto
- San Jose Municipal Water System

DRAFT

- San Jose Water
- Town of Hillsborough
- Santa Clara County
- Alameda County Water District
- California Water Service
- BAWSCA
- Coastside County Water District
- Mid-Peninsula Water District
- Estero Municipal Improvement District
- North Coast County Water District
- Purissima Hills Water District
- Valley Water
- San Francisco Public Utilities Commission
- Stanford University
- Westborough Water District

The City coordinated the preparation of its UWMP internally, and with the above-listed agencies. Upon substantial completion of this 2025 UWMP and WSCP, the City coordinated internally and provided the County a notice of public hearing as shown in Table 10-1. Copies of the notices are included in Appendix D.

Table 10-1. Notification to Cities and Counties (DWR Table 10-1 Retail)

City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Santa Clara	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Santa Clara County	Yes	Yes

10.2.2 Notice to the Public

To allow ample time for the public to prepare comments, the City issued a notice of availability and public hearing to the public and provided a public review period following the notice and prior to adoption of the 2025 UWMP and WSCP. A notice of availability and public hearing was issued in accordance with Government Code § 6066 and was published twice in the *Santa Clara Weekly* newspaper to notify all customers and local governments of the public hearing. The newspaper is in general circulation and distributed free of charge to all Santa Clara residents. In addition, the notice was posted on the City's website. A copy of the published Notice of Public Hearing is included in Appendix D.

10.3 PUBLIC HEARING AND ADOPTION

The City encouraged community participation in the development of this 2025 UWMP, including the WSCP, using public notices and web-based communication. The notice included the time and place of the public hearing, as well as the location where the plan is available for public inspection.

10.3.1 Public Hearing

A public hearing was held on MM DD, 2026. The public hearing provided an opportunity for City water users and the general public to become familiar with the 2025 UWMP and the associated WSCP and ask questions about the City's water supply, its continuing plans for providing a reliable, safe, high-quality water supply, and plans to mitigate various potential water shortage conditions. Copies of the draft UWMP and WSCP were made available for public inspection on the City's website.

10.3.2 Adoption

Subsequent to the public hearing, this 2025 UWMP and WSCP were adopted by the City Council on MM DD, 2026. The City adopted the updated WSCP separately so that it may be updated as necessary. Copies of the adoption resolutions are included in Appendix H.

10.4 PLAN SUBMITTAL

This 2025 UWMP will be submitted to DWR within 30 days of adoption and by July 1, 2026. The adopted 2025 UWMP will be submitted electronically to DWR using the Water Use Efficiency (WUE) data submittal tool. A CD or hard copy of the adopted 2025 UWMP will also be submitted to the California State Library.

No later than 30 days after adoption, a copy of the adopted 2025 UWMP, including the WSCP, was provided to the cities and counties in which the City provides water.

10.5 PUBLIC AVAILABILITY

No later than 30 days after submittal to DWR, copies of this plan, including the WSCP, were made available at the City's offices for public review during normal business hours. An electronic copy of this 2025 UWMP and WSCP was also made available for review and download on the City's website.

10.6 PLAN IMPLEMENTATION

This 2025 UWMP will be the source document for any SB 610 Water Supply Assessments or SB 221 Water Supply Verifications required for any proposed projects between 2026 and 2030 that are subject to the California Environmental Quality Act and would demand an amount of water equivalent or greater than the amount of water required by a 500-dwelling-unit project. Also, this 2025 UWMP will provide guidance and direction on development of new local supplies and implementation of water conservation programs.

10.7 AMENDING AN ADOPTED UWMP OR WSCP

The City may amend its 2025 UWMP and WSCP jointly or separately. If the City amends one or both documents, the City will follow the notification, public hearing, adoption, and submittal process described in Sections 10.2 through 10.4 above. In addition to submitting amendments to DWR through the WUE data portal, copies of amendments or changes to the plans will be submitted to the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

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Appendix A

Urban Water Management Planning Act Legislative Requirements

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Appendix A
California Water Code—Urban Water Management Planning

This material is for informational purposes only and is not to be used in place of official California Water Code.

This appendix presents updated sections of California Water Code (Water Code) as of the publication of this Guidebook and as compiled by California Department of Water Resources (DWR) staff. The selection here focuses on the portions of Water Code directly relevant to preparation of an Urban Water Management Plan (UWMP), and sections of Water Code that are contextually relevant to urban water suppliers and DWR.

Water Code published here also concerns the Urban Water Management Planning Act, the Water Conservation Act of 2009 (SB X7-7), which covers sustainable water use and demand reduction, and more. Further legislative information is available on the California Legislative Information website.

Contents

Water Conservation Act of 2009 (SB X7-7) **A-3**

- Chapter 1. General Declarations and Policy, Sections 10608–10608.8 ..... A-3
- Chapter 2. Definitions, Section 10608.12 ..... A-5
- Chapter 2.5. Nonfunctional Turf A-9
- Chapter 3. Urban Retail Water Suppliers, Sections 10608.16–10608.44 ..... A-11
- Chapter 5. Sustainable Water Management, Section 10608.50 ..... A-21
- Chapter 6. Standardized Data Collection, Section 10608.52 ..... A-22
- Chapter 7. Funding Provisions, Sections 10608.56–10608.60 ..... A-23
- Chapter 9. Urban Water Use Objectives and Water Use Reporting, Sections 10609–10609.38 ..... A-24

Urban Water Management Planning Act **A-39**

- Chapter 1. General Declaration and Policy, Sections 10610–10610.4 ..... A-39
- Chapter 2. Definitions, Sections 10611–10618 ..... A-40
- Chapter 3. Urban Water Management Plans A-42
  - Article 1. General Provisions, Sections 10620–10621 ..... A-42
  - Article 2. Contents of Plans, Sections 10630–10634 ..... A-44

Article 2.5. Water Service Reliability, Section 10635 ..... A-54
Article 3. Adoption and Implementation of Plans, Sections 10640–10645 ..... A-55
Chapter 4. Miscellaneous Provisions, Sections 10650–10657 ..... A-58

Water Conservation Act of 2009 (SB X7-7)

This section contains information extracted from Water Code Division 6, *Conservation, Development, and Utilization of State Water Resources*, Part 2.55, *Sustainable Water Use And Demand Reduction*. Click on any section header below to read Water Code directly at the California Legislative Information website.

Chapter 1. General Declarations and Policy, Sections 10608–10608.8

Section 10608.

The Legislature finds and declares all of the following:

(a) Water is a public resource that the California Constitution protects against waste and unreasonable use.

(b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.

(c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

(d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.

(e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.

(f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.

(g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.

(h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.

(i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less

useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

Section 10608.4.

It is the intent of the Legislature, by the enactment of this part, to do all of the following:

(a) Require all water suppliers to increase the efficiency of use of this essential resource.

(b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.

(c) Measure increased efficiency of urban water use on a per capita basis.

(d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20- percent reduction.

(e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

(f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.

(g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.

(h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.

(i) Require implementation of specified efficient water management practices for agricultural water suppliers.

(k) Support the economic productivity of California's agricultural, commercial, and industrial sectors.

(l) Advance regional water resources management.

Section 10608.8.

(a)

(1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

(2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

(3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.

(b) This part does not limit or otherwise affect the application of Chapter 3.5 commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

(d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2. Definitions, Section 10608.12

Section 10608.12.

Unless the context otherwise requires, the following definitions govern the construction of this part:

(a) "Affordable housing" has the same meaning as defined in Section 34191.30 of the Health and Safety Code.

(b) "Agricultural water supplier" means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. "Agricultural water supplier" includes a supplier or contractor

for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. "Agricultural water supplier" does not include the department.

(c) "Base daily per capita water use" means any of the following:

(1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the

(3) calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(4) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

(d) Baseline commercial, industrial, and institutional water use" means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.

(e) "CII water use" means water used by commercial water users, industrial water users, institutional water users, and large landscape water users.

(f) "Commercial water user" means a water user that provides or distributes a product or service.

(g) "Common area" means that portion of a common interest development or of a property owned or managed by a homeowners' association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.

(h) "Common interest development" has the same meaning as in Section 4100 of the Civil Code.

(i) "Community service organization or similar entity" has the same meaning as in Section 4110 of the Civil Code.

(j) "Community space" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings

(k) Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

(l) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(m) "Functional turf" means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

(n) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.

(2) The net volume of water that the urban retail water supplier places into long-term storage.

(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.

(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

(o) "Homeowners' association" means an "association" as defined in Section 4080 of the Civil Code.

(p) "Industrial water user" means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

(q) "Institutional water user" means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

(r) "Interim urban water use target" means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

(s) "Large landscape" means a nonresidential landscape as described in the performance measures for CII water use adopted pursuant to Section 10609.10.

(t) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater

than or equal to the present value of the local cost of implementing that measure.

(u) "Nonfunctional turf" means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots.

(v) "Performance measures" means actions to be taken by urban retail water suppliers that will result in increased water use efficiency by CII water users. Performance measures may include, but are not limited to, educating CII water users on best management practices, conducting water use audits, and preparing water management plans. Performance measures do not include process water.

(w) "Potable reuse" means direct potable reuse, indirect potable reuse for groundwater recharge, and reservoir water augmentation as those terms are defined in Section 13561.

(x) "Potable water" means water that is suitable for human consumption.

(y) "Process water" means water used by industrial water users for producing a product or product content or water used for research and development. Process water includes, but is not limited to, continuous manufacturing processes, and water used for testing, cleaning, and maintaining equipment. Water used to cool machinery or buildings used in the manufacturing process or necessary to maintain product quality or chemical characteristics for product manufacturing or control rooms, data centers, laboratories, clean rooms, and other industrial facility units that are integral to the manufacturing or research and development process is process water. Water used in the manufacturing process that is necessary for complying with local, state, and federal health and safety laws, and is not incidental water, is process water. Process water does not mean incidental water uses.

(z) "Public water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(aa) "Recreational use area" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

(ab) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050.

(ac) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:

(1) The capture and reuse of stormwater or rainwater.

(2) The use of recycled water.

(3) The desalination of brackish groundwater.

(4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.

(ad) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.

(ae) "Turf" has the same meaning as defined in Section 491 of Title 23 of the California Code of Regulations

(af) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(ag) "Urban water supplier" has the same meaning as defined in Section 10617.

(ah) "Urban water use objective" means an estimate of aggregate efficient water use for the previous year based on adopted water use efficiency standards and local service area characteristics for that year, as described in Section 10609.20.

(ai) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.

(aj) "Urban wholesale water supplier" means a water supplier, either publicly or privately owned, that provides more than 3,000 acre- feet of water annually at wholesale for potable municipal purposes.

Chapter 2.5. Nonfunctional Turf

Section 10608.14.

(a) The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:

(1) All properties owned by the Department of General Services, beginning January 1, 2027.

(2) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

(3) All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.

(4) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

(5) All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.

(b) Notwithstanding subdivision (a), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

(c) The board may, upon a showing of good cause for reasons including economic hardship, critical business need, and potential impacts to human health or safety, postpone a compliance deadline in subdivision (a) by up to three years for certain persons, institutions, and businesses, and may create a form to be used for compliance certification to the board by property owners.

(d) Public water systems shall, by no later than January 1, 2027, revise their regulations, ordinances, or policies governing water service to include the requirements of subdivisions (a) and (b), as revised by the board pursuant to subdivision (c), and shall communicate the requirements to their customers on or before that date.

(e)

(1) An owner of commercial, industrial, or institutional property with more than 5,000 square feet of irrigated area other than a cemetery shall certify to the board, commencing June 30, 2030, and every three years thereafter through 2039, that their property is in compliance with the requirements of this chapter.

(2) An owner of a property with more than 5,000 square feet of irrigated common area that is a homeowners' association, common interest development, or community service organization or similar entity shall certify to the board, commencing June 30, 2031, and every three years thereafter through 2040, that their property is in compliance with the requirements of this chapter.

(f) Noncompliance by a person or entity with this chapter or regulations adopted thereunder shall be subject to civil liability and penalties set forth in Section 1846, or to civil liability and penalties imposed by an urban retail water supplier pursuant to a locally adopted ordinance or policy.

(g)

(1) A public water system, city, county, or city and county may enforce the provisions of this chapter.

(2) To avoid duplication of enforcement, any entity identified in paragraph (1) that is not a retail public water system shall notify the retail public water system 30 days prior to enforcement of the provisions of this chapter against a property served by such system.

(3) Nothing in paragraph (2) shall preclude enforcement by any entity identified in paragraph (1) once adequate notice is given.

(h) The department shall, when using funds appropriated for water conservation for turf replacement, prioritize financial assistance for nonfunctional turf replacement to public water systems serving disadvantaged communities and to owners of affordable housing.

(i) The department shall utilize the saveourwater.com internet website and outreach campaign to provide information and resources on converting nonfunctional turf to native vegetation.

(j) The Governor's Office of Business and Economic Development shall support small and minority-owned businesses that provide services that advance compliance with this chapter.

Chapter 3. Urban Retail Water Suppliers, Sections 10608.16–10608.44

Section 10608.16.

(a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

(1) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

Section 10608.20.

(a)

(1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

(2) It is the intent of the Legislature that the urban water use targets described in paragraph (1) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

(b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):

(1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.

(2) The per capita daily water use that is estimated using the sum of the following performance standards:

(A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2017 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.

(B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.

(C) For commercial, industrial, and institutional uses, a 10- percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.

(3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.

(4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

(C) Provide flexibility to communities and regions in meeting the targets.

(D) Consider different levels of per capita water use according to plant water needs in different regions.

(E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

(F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.

(c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).

(d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.

(e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

(h)

(1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:

(A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area

population, indoor residential water use, and landscaped area water use.

(B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.

(2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its internet website, and make written copies available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

(h)

(1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.

(2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

(j)

(1) An urban retail water supplier is granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow the use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

(2) An urban wholesale water supplier whose urban water management plan prepared pursuant to Part 2.6 (commencing with Section 10610) was due and not submitted in 2010 is granted an extension to July 1, 2011, to permit coordination between an urban wholesale water supplier and urban retail water suppliers.

Section 10608.22.

Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (c) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

Section 10608.24.

(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

(b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.

(c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.

(d)

(1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

(B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.

(C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.

(2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

(e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.

(f)

(1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining

gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.

(2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

Section 10608.26.

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.

(b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.

(c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the conservation of that military installation under federal Executive Order 13514.

(d)

(1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.

(2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of

Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

Section 10608.28.

(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

(1) Through an urban wholesale water supplier.

(2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).

(3) Through a regional water management group as defined in Section 10537.

(4) By an integrated regional water management funding area.

(5) By hydrologic region.

(6) Through other appropriate geographic scales for which computation methods have been developed by the department.

(b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

Section 10608.32.

All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

Section 10608.34.

(a)

(1) On or before January 1, 2017, the department shall adopt rules for all of the following:

(A) The conduct of standardized water loss audits by urban retail water suppliers in accordance with the method adopted by the American Water Works Association in the third edition of Water Audits and Loss

Control Programs, Manual M36 and in the Free Water Audit Software, version 5.0.

(B) The process for validating a water loss audit report prior to submitting the report to the department. For the purposes of this section, "validating" is a process whereby an urban retail water supplier uses a technical expert to confirm the basis of all data entries in the urban retail water supplier's water loss audit report and to appropriately characterize the quality of the reported data. The validation process shall follow the principles and terminology laid out by the American Water Works Association in the third edition of Water Audits and Loss Control Programs, Manual M36 and in the Free Water Audit Software, version 5.0. A validated water loss audit report shall include the name and technical qualifications of the person engaged for validation.

(C) The technical qualifications required of a person to engage in validation, as described in subparagraph (B).

(D) The certification requirements for a person selected by an urban retail water supplier to provide validation of its own water loss audit report.

(E) The method of submitting a water loss audit report to the department.

(2) The department shall update rules adopted pursuant to paragraph (1) no later than six months after the release of subsequent editions of the American Water Works Association's Water Audits and Loss Control Programs, Manual M36. Except as provided by the department, until the department adopts updated rules pursuant to this paragraph, an urban retail water supplier may rely upon a subsequent edition of the American Water Works Association's Water Audits and Loss Control Programs, Manual M36 or the Free Water Audit Software.

(b)

(1) On or before October 1 of each year until October 1, 2023, each urban retail water supplier reporting on a calendar year basis shall submit a completed and validated water loss audit report for the previous calendar year or the previous fiscal year as prescribed by the department pursuant to subdivision (a).

(2) On or before January 1 of each year until January 1, 2024, each urban retail water supplier reporting on a fiscal year basis shall submit a completed and validated water loss audit report for the previous fiscal year as prescribed by the department pursuant to subdivision (a).

(3) On or before January 1, 2024, and on or before January 1 of each year thereafter, each urban retail water supplier shall submit a completed and

validated water loss audit report for the previous calendar year or previous fiscal year as part of the report submitted to the department pursuant to subdivision (a) of Section 10609.24 and as prescribed by the department pursuant to subdivision (a).

(4) Water loss audit reports submitted on or before October 1, 2017, may be completed and validated with assistance as described in subdivision (c).

(c) Using funds available for the 2016–17 fiscal year, the board shall contribute up to four hundred thousand dollars ($400,000) towards procuring water loss audit report validation assistance for urban retail water suppliers.

(d) Each water loss audit report submitted to the department shall be accompanied by information, in a form specified by the department, identifying steps taken in the preceding year to increase the validity of data entered into the final audit, reduce the volume of apparent losses, and reduce the volume of real losses.

(e) At least one of the following employees of an urban retail water supplier shall attest to each water loss audit report submitted to the department:

(1) The chief financial officer.

(2) The chief engineer.

(3) The general manager.

(f) The department shall deem incomplete and return to the urban retail water supplier any final water loss audit report found by the department to be incomplete, not validated, unattested, or incongruent with known characteristics of water system operations. A water supplier shall resubmit a completed water loss audit report within 90 days of an audit being returned by the department.

(g) The department shall post all validated water loss audit reports on its internet website in a manner that allows for comparisons across water suppliers. The department shall make the validated water loss audit reports available for public viewing in a timely manner after their receipt.

(h) Using available funds, the department shall provide technical assistance to guide urban retail water suppliers' water loss detection programs, including, but not limited to, metering techniques, pressure management techniques, condition-based assessment techniques for transmission and distribution pipelines, and utilization of portable and permanent water loss detection devices.

(i) No earlier than January 1, 2019, and no later than July 1, 2020, the board shall adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. In adopting these rules, the board shall employ full life-cycle cost accounting to evaluate the costs of meeting the performance standards. The board may consider establishing a minimum

allowable water loss threshold that, if reached and maintained by an urban water supplier, would exempt the urban water supplier from further water loss reduction requirements.

Section 10608.35.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and make a recommendation to the Legislature, by January 1, 2020, on the feasibility of developing and enacting water loss reporting requirements for urban wholesale water suppliers.

(b) The studies and investigations shall include an evaluation of the suitability of applying the processes and requirements of Section 10608.34 to urban wholesale water suppliers.

(c) In conducting necessary studies and investigations and developing its recommendation, the department shall solicit broad public participation from stakeholders and other interested persons.

Section 10608.36.

Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

Section 10608.40.

Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

Section 10608.42.

(a) The department shall review the 2015 urban water management plans and report to the Legislature by July 1, 2017, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets to achieve the 20- percent reduction and to reflect updated efficiency information and technology changes.

(b) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

Section 10608.43.

The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

(a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.

(b) Evaluation of water demands for manufacturing processes, goods, and cooling.

(c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.

(d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.

(e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

Section 10608.44.

Each state agency shall reduce water use at facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.

Chapter 5. Sustainable Water Management, Section 10608.50

Section 10608.50.

(a) The department, in consultation with the board, shall promote implementation of regional water resources management practices through increased incentives and removal of barriers consistent with state and federal law. Potential changes may include, but are not limited to, all of the following:

(1) Revisions to the requirements for urban and agricultural water management plans.

(2) Revisions to the requirements for integrated regional water management plans.

(3) Revisions to the eligibility for state water management grants and loans.

(4) Revisions to state or local permitting requirements that increase water supply opportunities, but do not weaken water quality protection under state and federal law.

(5) Increased funding for research, feasibility studies, and project construction.

(6) Expanding technical and educational support for local land use and water management agencies.

(b) No later than January 1, 2011, and updated as part of the California Water Plan, the department, in consultation with the board, and with public input, shall propose new statewide targets, or review and update existing statewide targets, for regional water resources management practices, including, but not limited to, recycled water, brackish groundwater desalination, and infiltration and direct use of urban stormwater runoff.

Chapter 6. Standardized Data Collection, Section 10608.52

Section 10608.52.

(a) The department, in consultation with the board, the California Bay-Delta Authority or its successor agency, the State Department of Public Health, and the Public Utilities Commission, shall develop a single standardized water use reporting form to meet the water use information needs of each agency, including the needs of urban water suppliers that elect to determine and report progress toward achieving targets on a regional basis as provided in subdivision (a) of Section 10608.28.

(b) At a minimum, the form shall be developed to accommodate information sufficient to assess an urban water supplier's compliance with conservation targets pursuant to Section 10608.24 and an agricultural water supplier's compliance with implementation of efficient water management practices pursuant to subdivision (a) of Section 10608.48. The form shall accommodate reporting by urban water suppliers on an individual or regional basis as provided in subdivision (a) of Section 10608.28.

Chapter 7. Funding Provisions, Sections 10608.56–10608.60

Section 10608.56.

(a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

(b) On and after July 1, 2013, an agricultural water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

(c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.

(d) Notwithstanding subdivision (b), the department shall determine that an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds.

(e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval documentation demonstrating that its entire service area qualifies as a disadvantaged community.

(f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier in compliance with the requirements of this part and Part 2.8 (commencing with Section 10800), that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan

is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).

Section 10608.60.

(a) It is the intent of the Legislature that funds made available by Section 75026 of the Public Resources Code should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for grants to implement this part. In the allocation of funding, it is the intent of the Legislature that the department give consideration to disadvantaged communities to assist in implementing the requirements of this part.

(b) It is the intent of the Legislature that funds made available by Section 75041 of the Public Resources Code, should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for direct expenditures to implement this part.

Chapter 9. Urban Water Use Objectives and Water Use Reporting, Sections 10609–10609.38

Section 10609.

(a) The Legislature finds and declares that this chapter establishes a method to estimate the aggregate amount of water that would have been delivered the previous year by an urban retail water supplier if all that water had been used efficiently. This estimated aggregate water use is the urban retail water supplier's urban water use objective. The method is based on water use efficiency standards and local service area characteristics for that year. By comparing the amount of water actually used in the previous year with the urban water use objective, local urban water suppliers will be in a better position to help eliminate unnecessary use of water; that is, water used in excess of that needed to accomplish the intended beneficial use.

(b) The Legislature further finds and declares all of the following:

(1) This chapter establishes standards and practices for the following water uses:

(A) Indoor residential use.

(B) Outdoor residential use.

(C) CII water use.

(D) Water losses.

(E) Other unique local uses and situations that can have a material effect on an urban water supplier's total water use.

(2) This chapter further does all of the following:

(A) Establishes a method to calculate each urban water use objective.

(B) Considers recycled water quality in establishing efficient irrigation standards.

(C) Requires the department to provide or otherwise identify data regarding the unique local conditions to support the calculation of an urban water use objective.

(D) Provides for the use of alternative sources of data if alternative sources are shown to be as accurate as, or more accurate than, the data provided by the department.

(E) Requires annual reporting of the previous year's water use with the urban water use objective.

(F) Provides a bonus incentive for the amount of potable recycled water used the previous year when comparing the previous year's water use with the urban water use objective, of up to 10 percent of the urban water use objective.

(3) This chapter requires the department and the board to solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter.

(4) This chapter preserves the Legislature's authority over long- term water use efficiency target setting and ensures appropriate legislative oversight of the implementation of this chapter by doing all of the following:

(A) Requiring the Legislative Analyst to conduct a review of the implementation of this chapter, including compliance with the adopted standards and regulations, accuracy of the data, use of alternate data, and other issues the Legislative Analyst deems appropriate.

(B) Stating legislative intent that the director of the department and the chairperson of the board appear before the appropriate Senate and Assembly policy committees to report on progress in implementing this chapter.

(C) Providing one-time-only authority to the department and board to adopt water use efficiency standards, except as explicitly provided in this chapter. Authorization to update the standards shall require separate legislation.

(c) It is the intent of the Legislature that the following principles apply to the development and implementation of long-term standards and urban water use objectives:

(1) Local urban retail water suppliers should have primary responsibility for meeting standards-based water use targets, and they shall retain the flexibility to develop their water supply portfolios, design and implement water conservation strategies, educate their customers, and enforce their rules.

(2) Long-term standards and urban water use objectives should advance the state's goals to mitigate and adapt to climate change.

(3) Long-term standards and urban water use objectives should acknowledge the shade, air quality, and heat-island reduction benefits provided to communities by trees through the support of water-efficient irrigation practices that keep trees healthy.

(4) The state should identify opportunities for streamlined reporting, eliminate redundant data submissions, and incentivize open access to data collected by urban and agricultural water suppliers.

Section 10609.2.

(a) The board, in coordination with the department, shall adopt long-term standards for the efficient use of water pursuant to this chapter on or before June 30, 2022.

(b) Standards shall be adopted for all of the following:

(1) Outdoor residential water use.

(2) Outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.

(3) A volume for water loss.

(c) When adopting the standards under this section, the board shall consider the policies of this chapter and the proposed efficiency standards' effects on local wastewater management, developed and natural parklands, and urban tree health. The standards and potential effects shall be identified by May 30, 2022. The board shall allow for public comment on potential effects identified by the board under this subdivision.

(d) The long-term standards shall be set at a level designed so that the water use objectives, together with other demands excluded from the long-term standards such as CII indoor water use and CII outdoor water use not connected to a dedicated landscape meter, would exceed the statewide conservation targets required pursuant to Chapter 3 (commencing with Section 10608.16).

(e) The board, in coordination with the department, shall adopt by regulation variances recommended by the department pursuant to Section 10609.14 and guidelines and methodologies pertaining to the calculation of an urban retail water supplier's urban water use objective recommended by the department pursuant to Section 10609.16.

Section 10609.4.

(a)

(1) Until January 1, 2025, the standard for indoor residential water use shall be 55 gallons per capita daily.

(2) Beginning January 1, 2025, and until January 1, 2030, the standard for indoor residential water use shall be 47 gallons per capita daily.

(3) Beginning January 1, 2030, the standard for indoor residential water use shall be 42 gallons per capita daily.

(b)

(1) The department, in coordination with the board, shall conduct necessary studies and investigations to assess and quantify the economic benefits and impacts of the 2030 indoor residential use standard on water, wastewater, and recycled water systems and shall include saturation end-use studies. The studies and investigations shall build on the standards and potential effects identified pursuant to subdivision (c) of Section 10609.2 and shall also consider, and as appropriate incorporate, other regional and statewide studies that quantify the impacts on water, wastewater, and recycled water systems, and evaluate the long-term effects of telework. To facilitate these studies and investigations, the board may request necessary and relevant information from wastewater agencies, including monthly influent flow, actions taken to reassess treatment processes, and the impact of the implementation of this chapter on wastewater operations, maintenance, and capital investment. The department, in coordination with the board, shall summarize the findings of these studies and investigations in a report to the Legislature on or before October 1, 2028. The report shall be submitted in compliance with Section 9795 of the Government Code.

(2) If the department, in coordination with the board, determines that the 2030 indoor residential use standard is likely to unduly impact affordability of water and wastewater services, the department and the board may jointly recommend to the Legislature an alternate date on which the 2030 indoor residential use standard shall take effect. This determination shall be made using at least two years of data reflecting application of the 2025 indoor residential use standard.

(3) Based upon the studies and investigations conducted pursuant to paragraph (1), the department shall consider whether to recommend, for adoption by the board, additional variances to accommodate unique challenges related to residential indoor water use pursuant to Section 10609.2. Variance options may include, but are not limited to, stranded assets, impacts on disadvantaged communities, impacts to environmental flows, or adverse impacts to wastewater or recycled water operations.

(4) The studies, investigations, and report described in paragraph (1) shall include timely and inclusive collaboration with, and input from, a broad group of stakeholders, including, but not limited to, environmental groups, experts in indoor plumbing, water, wastewater, and recycled water agencies.

(c) An urban retail water supplier shall not be subject to enforcement pursuant to this chapter solely for failing to meet the indoor residential use standard.

Section 10609.6.

(a)

(1) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor residential use for adoption by the board in accordance with this chapter.

(2)

(A) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(B) The standards shall apply to irrigable lands.

(C) The standards shall include provisions for swimming pools, spas, and other water features. Ornamental water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, shall be analyzed separately from swimming pools and spas.

(b) The department shall, by January 1, 2021, provide each urban retail water supplier with data regarding the area of residential irrigable lands in a manner that can reasonably be applied to the standards adopted pursuant to this section.

(c) The department shall not recommend standards pursuant to this section until it has conducted pilot projects or studies, or some combination of the two, to ensure that the data provided to local agencies are reasonably accurate for the

data's intended uses, taking into consideration California's diverse landscapes and community characteristics.

Section 10609.8.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor irrigation of landscape areas with dedicated irrigation meters or other means of calculating outdoor irrigation use in connection with CII water use for adoption by the board in accordance with this chapter.

(b) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(c) The standards shall include an exclusion for water for commercial agricultural use meeting the definition of subdivision (b) of Section 51201 of the Government Code.

Section 10609.9.

For purposes of Sections 10609.6 and 10609.8, "principles of the model water efficient landscape ordinance" means those provisions of the model water efficient landscape ordinance applicable to the establishment or determination of the amount of water necessary to efficiently irrigate both new and existing landscapes. These provisions include, but are not limited to, all of the following:

(a) Evapotranspiration adjustment factors, as applicable.

(b) Landscape area.

(c) Maximum applied water allowance.

(d) Reference evapotranspiration.

(e) Special landscape areas, including provisions governing evapotranspiration adjustment factors for different types of water used for irrigating the landscape.

Section 10609.10.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, performance measures for CII water use for adoption by the board in accordance with this chapter.

(b) Prior to recommending performance measures for CII water use, the department shall solicit broad public participation from stakeholders and other interested persons relating to all of the following:

(1) Recommendations for a CII water use classification system for California that address significant uses of water.

(2) Recommendations for setting minimum size thresholds for converting mixed CII meters to dedicated irrigation meters, and evaluation of, and recommendations for, technologies that could be used in lieu of requiring dedicated irrigation meters.

(3) Recommendations for CII water use best management practices, which may include, but are not limited to, water audits and water management plans for those CII customers that exceed a recommended size, volume of water use, or other threshold.

(c) Recommendations of appropriate performance measures for CII water use shall be consistent with the October 21, 2013, report to the Legislature by the Commercial, Industrial, and Institutional Task Force entitled "Water Use Best Management Practices," including the technical and financial feasibility recommendations provided in that report, and shall support the economic productivity of California's commercial, industrial, and institutional sectors.

(b)

(1) The board, in coordination with the department, shall adopt performance measures for CII water use on or before June 30, 2022.

(2) Each urban retail water supplier shall implement the performance measures adopted by the board pursuant to paragraph (1).

Section 10609.12.

The standards for water loss for urban retail water suppliers shall be the standards adopted by the board pursuant to subdivision (i) of Section 10608.34.

Section 10609.14.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and, no later than October 1, 2021, recommend for adoption by the board in accordance with this chapter appropriate variances for unique uses that can have a material effect on an urban retail water supplier's urban water use objective.

(b) Appropriate variances may include, but are not limited to, allowances for the following:

(1) Significant use of evaporative coolers.

(2) Significant populations of horses and other livestock.

(3) Significant fluctuations in seasonal populations.

(4) Significant landscaped areas irrigated with recycled water having high levels of total dissolved solids.

(5) Significant use of water for soil compaction and dust control.

(6) Significant use of water to supplement ponds and lakes to sustain wildlife.

(7) Significant use of water to irrigate vegetation for fire protection.

(8) Significant use of water for commercial or noncommercial agricultural use.

(d) The department, in recommending variances for adoption by the board, shall also recommend a threshold of significance for each recommended variance.

(e) Before including any specific variance in calculating an urban retail water supplier's water use objective, the urban retail water supplier shall request and receive approval by the board for the inclusion of that variance.

(f) The board shall post on its Internet Web site all of the following:

(1) A list of all urban retail water suppliers with approved variances.

(2) The specific variance or variances approved for each urban retail water supplier.

(3) The data supporting approval of each variance.

Section 10609.15.

To help streamline water data reporting, the department and the board shall do all of the following:

(a) Identify urban water reporting requirements shared by both agencies, and post on each agency's Internet Web site how the data is used for planning, regulatory, or other purposes.

(b) Analyze opportunities for more efficient publication of urban water reporting requirements within each agency, and analyze how each agency can integrate various data sets in a publicly accessible location, identify priority actions, and implement priority actions identified in the analysis.

(c) Make appropriate data pertaining to the urban water reporting requirements that are collected by either agency available to the public according to the principles and requirements of the Open and Transparent Water Data Act (Part 4.9 (commencing with Section 12400)).

Section 10609.16.

The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, guidelines and methodologies for the board to adopt that identify how an urban retail water supplier calculates its urban water use objective. The guidelines and methodologies shall address, as necessary, all of the following:

(a) Determining the irrigable lands within the urban retail water supplier's service area.

(b) Updating and revising methodologies described pursuant to subparagraph (A) of paragraph (1) of subdivision (h) of Section 10608.20, as appropriate, including methodologies for calculating the population in an urban retail water supplier's service area.

(c) Using landscape area data provided by the department or alternative data.

(d) Incorporating precipitation data and climate data into estimates of a urban retail water supplier's outdoor irrigation budget for its urban water use objective.

(e) Estimating changes in outdoor landscape area and population, and calculating the urban water use objective, for years when updated landscape imagery is not available from the department.

(f) Determining acceptable levels of accuracy for the supporting data, the urban water use objective, and compliance with the urban water use objective.

Section 10609.18.

The department and the board shall solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter. The board shall hold at least one public meeting before taking any action on any standard or variance recommended by the department.

Section 10609.20.

(a) Each urban retail water supplier shall calculate its urban water use objective no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier's water use conditions for the previous calendar or fiscal year.

(c) Each urban water supplier's urban water use objective shall be composed of the sum of the following:

(1) Aggregate estimated efficient indoor residential water use.

(2) Aggregate estimated efficient outdoor residential water use.

(3) Aggregate estimated efficient outdoor irrigation of landscape areas with dedicated irrigation meters or equivalent technology in connection with CII water use.

(4) Aggregate estimated efficient water losses.

(5) Aggregate estimated water use in accordance with variances, as appropriate.

(d)

(1) An urban retail water supplier that delivers water from a groundwater basin, reservoir, or other source that is augmented by potable reuse water may adjust its urban water use objective by a bonus incentive calculated pursuant to this subdivision.

(2) The water use objective bonus incentive shall be the volume of its potable reuse delivered to residential water users and to landscape areas with dedicated irrigation meters in connection with CII water use, on an acre-foot basis.

(3) The bonus incentive pursuant to paragraph (1) shall be limited in accordance with one of the following:

(A) The bonus incentive shall not exceed 15 percent of the urban water supplier's water use objective for any potable reuse water produced at an existing facility.

(B) The bonus incentive shall not exceed 10 percent of the urban water supplier's water use objective for any potable reuse water produced at any facility that is not an existing facility.

(4) For purposes of this subdivision, "existing facility" means a facility that meets all of the following:

(A) The facility has a certified environmental impact report, mitigated negative declaration, or negative declaration on or before January 1, 2019.

(B) The facility begins producing and delivering potable reuse water on or before January 1, 2022.

(C) The facility uses microfiltration and reverse osmosis technologies to produce the potable reuse water.

(e)

(1) The calculation of the urban water use objective shall be made using landscape area and other data provided by the department and pursuant to the standards, guidelines, and methodologies adopted by the board. The department shall provide data to the urban water supplier at a level of detail sufficient to allow the urban water supplier to verify its accuracy at the parcel level.

(2) Notwithstanding paragraph (1), an urban retail water supplier may use alternative data in calculating the urban water use objective if the supplier demonstrates to the department that the alternative data are equivalent, or superior, in quality and accuracy to the data provided by the department. The department may provide technical assistance to an

urban retail water supplier in evaluating whether the alternative data are appropriate for use in calculating the supplier's urban water use objective.

Section 10609.21.

(a) For purposes of Section 10609.20, and notwithstanding paragraph (4) of subdivision (d) of Section 10609.20, "existing facility" also includes the North City Project, phase one of the Pure Water San Diego Program, for which an environmental impact report was certified on April 10, 2018.

(b) This section shall become operative on January 1, 2019.

Section 10609.22.

(a) An urban retail water supplier shall calculate its actual urban water use no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier's water use for the previous calendar or fiscal year.

(c) Each urban water supplier's urban water use shall be composed of the sum of the following:

(1) Aggregate residential water use.

(2) Aggregate outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.

(3) Aggregate water losses.

Section 10609.24.

(a) An urban retail water supplier shall submit a report to the department no later than January 1, 2024, and by January 1 every year thereafter. The report shall include all of the following:

(1) The urban water use objective calculated pursuant to Section 10609.20 along with relevant supporting data.

(2) The actual urban water use calculated pursuant to Section 10609.22 along with relevant supporting data.

(3) Documentation of the implementation of the performance measures for CII water use.

(4) A description of the progress made towards meeting the urban water use objective.

(5) The validated water loss audit report conducted pursuant to Section 10608.34.

(b) The department shall post the reports and information on its internet website.

(c) The board may issue an information order or conservation order to, or impose civil liability on, an entity or individual for failure to submit a report required by this section.

Section 10609.25.

As part of the first report submitted to the department by an urban retail water supplier no later than January 1, 2024, pursuant to subdivision (a) of Section 10609.24, each urban retail water supplier shall provide a narrative that describes the water demand management measures that the supplier plans to implement to achieve its urban water use objective by January 1, 2027.

Section 10609.26.

(a)

(1) On and after January 1, 2024, the board may issue informational orders pertaining to water production, water use, and water conservation to an urban retail water supplier that does not meet its urban water use objective required by this chapter. Informational orders are intended to obtain information on supplier activities, water production, and conservation efforts in order to identify technical assistance needs and assist urban water suppliers in meeting their urban water use objectives.

(2) In determining whether to issue an informational order, the board shall consider the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet the urban water use objective.

(3) The board shall share information received pursuant to this subdivision with the department.

(4) An urban water supplier may request technical assistance from the department. The technical assistance may, to the extent available, include guidance documents, tools, and data.

(b) On and after January 1, 2025, the board may issue a written notice to an urban retail water supplier that does not meet its urban water use objective required by this chapter. The written notice may warn the urban retail water supplier that it is not meeting its urban water use objective described in Section 10609.20 and is not making adequate progress in meeting the urban water use objective, and may request that the urban retail water supplier address areas of concern in its next annual report required by Section 10609.24. In deciding whether to issue a written notice, the board may consider whether the urban retail water supplier has received an informational order, the degree to which the urban retail water supplier is not

meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet its urban water use objective.

(1) On and after January 1, 2026, the board may issue a conservation order to an urban retail water supplier that does not meet its urban water use objective. A conservation order may consist of, but is not limited to, referral to the department for technical assistance, requirements for education and outreach, requirements for local enforcement, and other efforts to assist urban retail water suppliers in meeting their urban water use objective.

(2) In issuing a conservation order, the board shall identify specific deficiencies in an urban retail water supplier's progress towards meeting its urban water use objective, and identify specific actions to address the deficiencies.

(3) The board may request that the department provide an urban retail water supplier with technical assistance to support the urban retail water supplier's actions to remedy the deficiencies.

(c) A conservation order issued in accordance with this chapter may include requiring actions intended to increase water-use efficiency, but shall not curtail or otherwise limit the exercise of a water right, nor shall it require the imposition of civil liability pursuant to Section 377.

Section 10609.27.

Notwithstanding Section 10609.26, the board shall not issue an information order, written notice, or conservation order pursuant to Section 10609.26 if both of the following conditions are met:

(a) The board determines that the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss.

(b) Pursuant to Section 10608.34, the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.

Section 10609.28.

The board may issue a regulation or informational order requiring a wholesale water supplier, an urban retail water supplier, or a distributor of a public water supply, as that term is used in Section 350, to provide a monthly report relating to water production, water use, or water conservation.

Section 10609.30.

On or before January 10, 2024, the Legislative Analyst shall provide to the appropriate policy committees of both houses of the Legislature and the public a report evaluating the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. The board and the department shall provide the Legislative Analyst with the available data to complete this report.

(a) The report shall describe all of the following:

(1) The rate at which urban retail water users are complying with the standards, and factors that might facilitate or impede their compliance.

(2) The accuracy of the data and estimates being used to calculate urban water use objectives.

(3) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.

(4) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.

(5) The early indications of how implementing this chapter might impact the efficiency of statewide urban water use.

6) Recommendations, if any, for improving statewide urban water use efficiency and the standards and practices described in this chapter.

(7) Any other issues the Legislative Analyst deems appropriate.

Section 10609.32.

It is the intent of the Legislature that the chairperson of the board and the director of the department appear before the appropriate policy committees of both houses of the Legislature on or around January 1, 2026, and report on the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. It is the intent of the Legislature that the topics to be covered include all of the following:

(a) The rate at which urban retail water suppliers are complying with the standards, and factors that might facilitate or impede their compliance.

(b) What enforcement actions have been taken, if any.

(c) The accuracy of the data and estimates being used to calculate urban water use objectives.

(d) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.

(e) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.

(f) An assessment of how implementing this chapter is affecting the efficiency of statewide urban water use.

Section 10609.34.

Notwithstanding Section 15300.2 of Title 14 of the California Code of Regulations, an action of the board taken under this chapter shall be deemed to be a Class 8 action, within the meaning of Section 15308 of Title 14 of the California Code of Regulations, provided that the action does not involve relaxation of existing water conservation or water use standards.

Section 10609.36.

(a) Nothing in this chapter shall be construed to determine or alter water rights. Sections 1010 and 1011 apply to water conserved through implementation of this chapter.

(b) Nothing in this chapter shall be construed to authorize the board to update or revise water use efficiency standards authorized by this chapter except as explicitly provided in this chapter. Authorization to update the standards beyond that explicitly provided in this chapter shall require separate legislation.

(c) Nothing in this chapter shall be construed to limit or otherwise affect the use of recycled water as seawater barriers for groundwater salinity management.

Section 10609.38.

The board may waive the requirements of this chapter for a period of up to five years for any urban retail water supplier whose water deliveries are significantly affected by changes in water use as a result of damage from a disaster such as an earthquake or fire. In establishing the period of a waiver, the board shall take into consideration the breadth of the damage and the time necessary for the damaged areas to recover from the disaster.

Urban Water Management Planning Act

This section contains information extracted from Water Code Division 6, *Conservation, Development, and Utilization of State Water Resources*, Part 2.6, *Urban Water Management Planning*. Click on any section header below to read Water Code directly at the California Legislative Information website.

Chapter 1. General Declaration and Policy, Sections 10610–10610.4

Section 10610.

This part shall be known and may be cited as the "Urban Water Management Planning Act."

Section 10610.2.

(a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate, and increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years now and into the foreseeable future, and every urban water supplier should collaborate closely with local land-use authorities to ensure water demand forecasts are consistent with current land-use planning.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require

specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

Section 10610.4.

The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.

(b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.

(c) Urban water suppliers shall be required to develop water management plans to achieve the efficient use of available supplies and strengthen local drought planning.

Chapter 2. Definitions, Sections 10611–10618

Section 10611.

Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

Section 10611.3.

"Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

Section 10611.5.

"Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

Section 10612.

"Drought risk assessment" means a method that examines water shortage risks based on the driest five-year historic sequence for the agency's water supply, as described in subdivision (b) of Section 10635.

Section 10613.

"Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

Section 10614.

"Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

Section 10615.

"Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

Section 10616.

"Public agency" means any board, commission, county, city and county, city, regional agency, district, or other public entity.

Section 10616.5.

"Recycled water" means the reclamation and reuse of wastewater for beneficial use.

Section 10617.

"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

Section 10617.5.

"Water shortage contingency plan" means a document that incorporates the provisions detailed in subdivision (a) of Section 10632 and is subsequently adopted by an urban water supplier pursuant to this article.

Section 10618.

"Water supply and demand assessment" means a method that looks at current year and one or more dry year supplies and demands for determining water shortage risks, as described in Section 10632.1.

Chapter 3. Urban Water Management Plans

Article 1. General Provisions, Sections 10620–10621

Section 10620.

(a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d)

(1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water

management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.

(2) Notwithstanding paragraph (1), each urban water supplier shall develop its own water shortage contingency plan, but an urban water supplier may incorporate, collaborate, and otherwise share information with other urban water suppliers or other governing entities participating in an areawide, regional, watershed, or basinwide urban water management plan, an agricultural management plan, or groundwater sustainability plan development.

(3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

Section 10621.

(a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

(c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.

(d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

(e) Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.

(f) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.

Article 2. Contents of Plans, Sections 10630–10634

Section 10630.

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

Section 10630.5.

Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

Section 10631.

A plan shall be adopted in accordance with this chapter that shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:

(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the

drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

(C) For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(D) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(E) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water

supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(d)

(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(J) Distribution system water loss.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(3)

(A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met

the distribution loss standards enacted by the board pursuant to Section 10608.34.

(4)

(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

(a) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)

(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

(2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.

(f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

(g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five- year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

Section 10631.1.

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under

Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

Section 10631.2.

(a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

(1) An estimate of the amount of energy used to extract or divert water supplies.

(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.

(3) An estimate of the amount of energy used to treat water supplies.

(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.

(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

(b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems. The department may consider studies and calculations conducted by the Public Utilities Commission in developing the methodology.

(c) The Legislature finds and declares that energy use is only one factor in water supply planning and shall not be considered independently of other factors.

Section 10632.

(a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

(1) The analysis of water supply reliability conducted pursuant to Section 10635.

(2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:

(A) The written decision making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

(3)

(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross- reference relating its existing categories to the six standard water shortage levels.

(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(B) Locally appropriate demand reduction actions to adequately respond to shortages.

(C) Locally appropriate operational changes.

(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state- mandated prohibitions and appropriate to the local conditions.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communications.

(6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

(7)

(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

(8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

(9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

(10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

(b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

(c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

Section 10632.1.

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

Section 10632.2.

An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from

taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.

Section 10632.3.

It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

Section 10632.5.

(a) In addition to the requirements of paragraph (3) of subdivision of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.

(b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.

(c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106- 390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

Section 10633.

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

Section 10634.

The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

Article 2.5. Water Service Reliability, Section 10635

Section 10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included

in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.

(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

(c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

(d) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

(e) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Article 3. Adoption and Implementation of Plans, Sections 10640–10645

Section 10640.

(a) Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

(b) Every urban water supplier required to prepare a water shortage contingency plan shall prepare a water shortage contingency plan pursuant to Section 10632. The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of

Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

Section 10641.

An urban water supplier required to prepare a plan or a water shortage contingency plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

Section 10642.

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

Section 10643.

An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

Section 10644.

(a)

(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1) shall be submitted electronically and shall

include any standardized forms, tables, or displays specified by the department.

(b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

(c)

(1)

(A) Notwithstanding Section 10231.5 of the Government Code, the department shall prepare and submit to the Legislature, on or before July 1, in the years ending in seven and two, a report summarizing the status of the plans and water shortage contingency plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans and water shortage contingency plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan and water shortage contingency plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans and water shortage contingency plans submitted pursuant to this part.

(B) The department shall prepare and submit to the board, on or before September 30 of each year, a report summarizing the submitted water supply and demand assessment results along with appropriate reported water shortage conditions and the regional and statewide analysis of water supply conditions developed by the department. As part of the report, the department shall provide a summary and, as appropriate, urban water supplier specific information regarding various shortage response actions implemented as a result of annual supplier-specific water supply and demand assessments performed pursuant to Section 10632.1.

(C) The department shall submit the report to the Legislature for the 2015 plans by July 1, 2017, and the report to the Legislature for the 2020 plans and water shortage contingency plans by July 1, 2022.

(2) A report to be submitted pursuant to subparagraph (A) of paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(d) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

Section 10645.

(a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Chapter 4. Miscellaneous Provisions, Sections 10650–10657

Section 10650.

Any actions or proceedings, other than actions by the board, to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan or a water shortage contingency plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan or water shortage contingency plan, or action taken pursuant to either, does not comply with this part shall be commenced within 90 days after filing of the plan or water shortage contingency plan or an amendment to either pursuant to Section 10644 or the taking of that action.

Section 10651.

In any action or proceeding to attack, review, set aside, void, or annul a plan or a water shortage contingency plan, or an action taken pursuant to either by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

Section 10652.

The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the

plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

Section 10653.

The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the board and the Public Utilities Commission, for the preparation of water management plans, water shortage contingency plans, or conservation plans; provided, that if the board or the Public Utilities Commission requires additional information concerning water conservation, drought response measures, or financial conditions to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan that complies with analogous federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

Section 10654.

An urban water supplier may recover in its rates the costs incurred in preparing its urban water management plan, its drought risk assessment, its water supply and demand assessment, and its water shortage contingency plan and implementing the reasonable water conservation measures included in either of the plans.

Section 10655.

If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

Section 10656.

An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.

Section 10657.

The department may adopt regulations regarding the definitions of water, water use, and reporting periods, and may adopt any other regulations deemed necessary or desirable to implement this part. In developing regulations pursuant to this section, the department shall solicit broad public participation from stakeholders and other interested persons.

Appendix B

DWR 2025 Urban Water Management Plan Tables

DRAFT

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
CA4310012	City of Santa Clara	25,875	20,728
	Total	25,875	20,728
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange Water Code Section 10631(h)
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Valley Water
San Francisco Public Utilities Commission (SFPUC)
South Bay Water Recycling (SBWR)
NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	134,587	150,529	165,733	176,944	188,156	199,368
NOTES:						

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Single Family		Potable	3,785
Multi-Family		Potable	4,206
Institutional/Governmental		Potable	557
Industrial		Potable	1,277
Commercial		Potable	5,584
Other (optional)	Municipal/Public	Potable	335
Other (optional)	Recycled Water	Non-Potable	3,871
Distribution System Water Loss		Potable	1,113
		Subtotal Potable	16,857
		Subtotal Non-Potable	3,871
		Total	20,728

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES: Volumes are in AF.

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected Water Code Section 10631(d)(1)							
Use Type	Additional Description (as needed)	**Projected Water Use** (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Add additional rows as needed.							
Single Family		Potable	3,776	3,768	3,759	3,751	3,742
Multi-Family		Potable	4,651	5,097	5,542	5,988	6,433
Industrial		Potable	1,437	1,597	1,758	1,918	2,078
Commercial		Potable	5,827	6,070	6,312	6,555	6,798
Other (optional)	Municipal/Public/Institutional	Potable	858	824	791	757	723
Other (optional)	Mixed use, parks, Misc. including hotels for potable water consumption and unknown land use type for recycled water consumption	Potable	576	1,152	1,727	2,303	2,879
Other (optional)	Recycled Water	Non-Potable	4,300	4,729	5,159	5,588	6,017
Other (optional)	NRW - Projected non-revenue water estimated to be 7.6%	Potable	1,263	1,413	1,563	1,713	1,863
		Subtotal Potable	18,388	19,921	21,452	22,985	24,516
		Subtotal Non-Potable	4,300	4,729	5,159	5,588	6,017
		Total	22,688	24,650	26,611	28,573	30,533
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES: Projected Water Use is in AF.							

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	No
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	Section 4.2.6
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES:	

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA4310012	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES:		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA4310012	Yes	16.3	Gallons per Service Connection per Day (GPSCD)	26,026	1,255	43.0	18.3	Gallons per Service Connection per Day (GPSCD)	26,026	318	10.9

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:
Based on the City's 2024 Water Loss Audit, covering the period from January 1, 2024 through December 31, 2024. Number of Units are number of connections. Volume of Total Real Loss and Volume of Total

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress
Water Code Section 10608.40

☐	**Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.**

Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	**Only for suppliers that did not meet the Target in 2020** **See DWR NOTES below.**	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	186	124	Yes		NA

DWR NOTES:
Suppliers calculating a 2025 GPCD will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies.
Suppliers that were part of a merger or consolidation since 2020 see Chapter 5 and Appendix P for guidance.
NA=Not Applicable

NOTES:

Submittal Table 6-1 Retail: Groundwater Volume Pumped
Water Code Section 10631(4) and 10631(4)(c)

☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)

Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Potable	Santa Clara Subbasin	9,816	10,329	10,431	10,659	11,038
		Total	9,816	10,329	10,431	10,659	11,038

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
City of Santa Clara	Metered	11,048	San Jose/Santa Clara WPCP, Place ID 255333	No
Total Wastewater Received from UWMP Service Area in 2025:		11,048		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES: The reported wastewater volume includes contributions from the Cupertino Sanitary District.				

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

☐ **Check the box if no wastewater is treated or disposed of within the UWMP service area.**
Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
San Jose/Santa Clara WPCP, Place ID 255333	Yes	11,048	116,831	Tertiary	3,871	Tertiary	8,572		-		-	Tertiary	4,387	Valley Water's SVAWPC
Total		11,048	116,831		3,871		8,572		0		0		4,387	

NOTES: The reported wastewater volume of 11,048 AF includes contributions from the Cupertino Sanitary District. Advanced treated flows from Valley Water's Advanced Purification Center are blended back with tertiary-treated recycled water for SBWR. Therefore, these treated flows are included in the total recycled water produced by the San Jose/Santa Clara WPCP.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c),(d),(e)

☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use**	
									Volume	Narrative page number (OPTIONAL)
Other (Description Required)	Non-Potable	Landscape Irrigation (Parks, schools, cemeteries, churches, residential, other public facilities); Commercial Use (Landscaping, toilets, HVAC, car washes, laundries, nurseries, etc); Industrial Use (Cooling towers)	3,871	4,300	4,729	5,159	5,588	6,017	6,017	
		Subtotal Potable	0	0	0	0	0	0	0	
		Subtotal Non-Potable	3,871	4,300	4,729	5,159	5,588	6,017	6,017	
		Total	3,871	4,300	4,729	5,159	5,588	6,017	6,017	

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use: a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual Water Code Section 10633(e)		
☐	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.	
Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Other (Description Required)	4,570	3,871
Total	4,570	3,871

NOTES:
The recycled water uses include landscape irrigation (parks, schools, cemeteries, churches, residential, other public facilities), commercial use (landscaping, toilets, HVAC, car washes, laundries, nurseries, etc), and industrial use (cooling towers).

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633 (f)			
☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
Page 6-18 and 6-19	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Education and Outreach	Educate residents and businesses on recycled water benefits through outreach campaigns, environmental fairs, and partnerships with local organizations.	2026	2,146
Technical Assistance	Provide technical support for system design, retrofits, landscaping, and regulatory permitting to facilitate recycled water adoption.	2026	0
Regulatory Requirements	Require the use of recycled water for irrigation and other non-potable uses where available, feasible, and compliant with standards.	2026	0
Water Quality & Reliability Improvements	Supply high-quality, consistent recycled water to reduce costs and improve performance for industrial and landscape applications.	2026	0
Regional Planning & Partnerships	Participate in regional water reuse planning to expand recycled water use, enhance system reliability, and promote potable reuse initiatives.	2026	0
		Total (AF)	2,146
		Unit Conversion to AF	2,146

NOTES: The expected increase in recycled water for the first action represents the total projected increase from current to future recycled water use. This increase is attributable to all the actions listed above and other applicable actions and is difficult to allocate among them individually.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631(f)

☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
Section 6.7 in Page 6-18 and 6-19	Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 6-8 Retail: Water Supplies — Actual
Water Code Section 10631 (b)

Water Supply		**2025**		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Purchased or Imported Water	SFPUC	Potable	3,229	
Purchased or Imported Water	Valley Water	Potable	2,590	
Groundwater (not desalinated)		Potable	11,038	
Recycled Water		Non-Potable	3,871	
		Subtotal Potable	16,857	
		Subtotal Non-Potable	3,871	
		Total	20,728	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Purchased or Imported Water	SFPUC	Potable	5,041		5,041		0		0		0	
Purchased or Imported Water	Valley Water	Potable	4,560		4,560		4,560		4,560		4,560	
Groundwater (not desalinated)	Wells	Potable	23,048		23,048		23,048		23,048		23,048	
Recycled Water	SBWR	Non-Potable	4,300		4,729		5,159		5,588		6,017	
		Subtotal Potable	32,649		32,649		27,608		27,608		27,608	
		Subtotal Non-Potable	4,300		4,729		5,159		5,588		6,017	
		Total	36,949		37,378		32,767		33,196		33,625	

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES: The supply from SFPUC is assumed to be terminated beginning in 2040 due to contract termination in 2028.

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		16,857		16,857
Energy Consumed (kWh)		3,762,798		3,762,798
Energy Intensity (kWh/vol. converted to MG)		685	-	685

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Metered Data

Data Quality Narrative:

Metered Data

Narrative:

Power at the well and tank pump stations

NOTES:

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	**Base Year** If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	**Available Supplies if Year Type Repeats**	
		☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]	
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year		23,048	100%
Single-Dry Year		23,048	100%
Consecutive Dry Years 1st Year		23,048	100%
Consecutive Dry Years 2nd Year		23,048	100%
Consecutive Dry Years 3rd Year		23,048	100%
Consecutive Dry Years 4th Year		23,048	100%
Consecutive Dry Years 5th Year		23,048	100%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table. **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES: Projected groundwater supplies are based on the City's historical maximum annual groundwater production in Fiscal Year (FY) 1986/87. The values shown in the table only reflect the City's groundwater supplies and the City's other supplies are discussed in Section 7.3 of the UWMP.

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	36,949	37,378	32,767	33,196	33,625
Use totals (autofill from Submittal Table 4-2 R)	22,688	24,650	26,611	28,573	30,533
Surplus/(shortfall)	14,261	12,728	6,156	4,623	3,092
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES: The results correspond to Scenario 1, which assumes SFPUC supply reductions under the Bay-Delta Plan Amendment and the termination of SFPUC supplies beginning in 2040.					

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	35,379	35,713	32,767	33,196	33,625
Use totals	22,688	24,650	26,611	28,573	30,533
Surplus/(shortfall)	12,691	11,063	6,156	4,623	3,092
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					

DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:
The results correspond to Scenario 1, which assumes SFPUC supply reductions under the Bay-Delta Plan Amendment and the termination of SFPUC supplies beginning in 2040.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)						
		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	35,379	35,713	32,767	33,196	33,625
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,691	11,063	6,156	4,623	3,092
Second year	Supply totals	34,821	35,214	32,767	33,196	33,625
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,133	10,564	6,156	4,623	3,092
Third year	Supply totals	34,821	35,214	32,767	33,196	33,625
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	12,133	10,564	6,156	4,623	3,092
Fourth year	Supply totals	34,593	35,214	32,767	32,968	33,397
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	11,905	10,564	6,156	4,395	2,864
Fifth year	Supply totals	34,593	35,214	32,767	32,968	33,397
	Use totals	22,688	24,650	26,611	28,573	30,533
	Surplus/(shortfall)	11,905	10,564	6,156	4,395	2,864

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:
The results correspond to Scenario 1, which assumes SFPUC supply reductions under the Bay-Delta Plan Amendment

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)	21,120
Total Supplies (AF)	34,821
Surplus/Shortfall w/o WSCP Action	13,701
2027	**Total**
Total Water Use (AF)	21,512
Total Supplies (AF)	34,906
Surplus/Shortfall w/o WSCP Action	13,394
2028	**Total**
Total Water Use (AF)	21,905
Total Supplies (AF)	34,992
Surplus/Shortfall w/o WSCP Action	13,087
2029	**Total**
Total Water Use (AF)	22,297
Total Supplies (AF)	34,850
Surplus/Shortfall w/o WSCP Action	12,553
2030	**Total**
Total Water Use (AF)	22,689
Total Supplies (AF)	34,936
Surplus/Shortfall w/o WSCP Action	12,247
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Santa Clara	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Santa Clara County	Yes	Yes
NOTES:		

Appendix C

DWR 2025 Urban Water Management Plan Checklist

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Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and Overview	n/a	Executive Summary
x	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan Preparation	n/a	Executive Summary
x	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan Preparation	n/a	n/a
x	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan Preparation	2-1	Section 2.1
x	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan Preparation	2-2	Section 2.2
x	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan Preparation	2-3	Section 2.3
x	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan Preparation	n/a	Section 2.4
x	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	n/a	Section 2.4.2; Appendix D

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan Preparation	2-4 R	Section 2.4.1
n/a	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan Preparation	2-4W	n/a
x	Chapter 3.0	10631(a)	Describe the Supplier service area.	System Description	n/a	Sections 3.1 and 3.2
x	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System Description	n/a	Section 3.3
x	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System Description	3-1 R	Section 3.4.1
x	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System Description	n/a	Section 3.4.2
x	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System Description and Baselines	n/a	Section 3.5
x	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	4-1 R and 4-2 R	Sections 4.2.1, 4.2.2 and 4.2.3
x	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System Water Use	4-5 R	Section 4.3
x	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System Water Use	4-6 R	Section 4.3
x	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System Water Use	4-3 R	Sections 4.2.5 and 4.2.6

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System Water Use	4-3 R	Sections 4.2.4 and 4.2.5
x	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System Water Use	4-3 R	Sections 4.2.4, 4.2.5 and 4.2.6
x	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System Water Use	4-3 R	Section 4.2.5
x	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System Water Use	n/a	Section 4.4
n/a	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and Targets	n/a	n/a
x	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: • Was considered an urban retail water supplier in 2020, • Met its 2020 target in 2020, or • Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and Targets	5-1 R	Section 5.2
x	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System Supplies	n/a	Chapter 6; Sections 6.1, 6.2 and 6.4
x	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well	System Supplies	n/a	Section 6.8 (normal years); Section 7.2 (dry years)

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
			as more frequent and severe periods of drought, including changes in supply due to climate change.			
x	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water Supplies and Recycled Water	6-1R	Sections 6.2 and 6.2.2
x	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	n/a	Section 6.2.1
x	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System Supplies	n/a	Sections 6.2 and 6.2.1
x	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System Supplies	n/a	n/a
x	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water Supplies and Recycled Water	n/a	Sections 6.2 and 6.2.1
x	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water Supplies and Recycled Water	n/a	Section 6.2.1
x	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System Supplies	n/a	Section 6.2.2
x	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	6-9 R	Section 6.2.3

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System Supplies	6-8 R and 6-9 R	Section 6.8
x	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	n/a	Section 6.6
x	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System Supplies (Recycled Water)	6-2 R	Section 6.4.2
x	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	6-3 R	Section 6.4.3
x	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System Supplies (Recycled Water)	6-4 R	Section 6.4.4
x	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	6-4 R	Sections 6.4.4
x	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	6-4R and 6-5 R	Section 6.4.4
x	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	6-6 R	Section 6.4.4
x	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System Supplies (Recycled Water)	n/a	Section 6.4.4
x	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System Supplies	6-7 R	Section 6.5
x	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to	System Supplies	6-7 R	Section 6.7

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
			address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.			
x	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System Suppliers, Energy Intensity	O-1B	Section 6.12
x	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water Supply Reliability Assessment	n/a	Section 7.1
x	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	7-2 R, 7-3 R, and 7-4 R	Section 7.4
x	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	n/a	Section 7.2.1.3, 7.2.1.4, 7.2.2, and Section 6.7
x	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water Supply Reliability Assessment	n/a	Section 7.5
x	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water Supply Reliability Assessment	n/a	Section 7.5.1
x	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water Supply Reliability Assessment	n/a	Section 7.5.2
x	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water Supply Reliability Assessment	7-5 R	Section 7.5.3

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water Supply Reliability Assessment	n/a	Section 7.5
x	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Planning	n/a	Appendix G
x	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water Shortage Contingency Planning	n/a	Section 8.3; Appendix G (Section 2)
x	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water Shortage Contingency Planning	n/a	Appendix G (Section 3)
x	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water Shortage Contingency Planning	n/a	Appendix G (Section 3.2 and 3.3)
x	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water Shortage Contingency Planning	8-1	Appendix G (Section 4.0)
x	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water Shortage Contingency Planning	8-1	n/a
x	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Planning	8-2	Appendix G (Section 5.3)

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Planning	8-3	Appendix G (Section 5.1)
x	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water Shortage Contingency Planning	8-2	Appendix G (Section 5.4)
x	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water Shortage Contingency Planning	8-3	Appendix G (Section 5.2)
x	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water Shortage Contingency Planning	8-2 and 8-3	Appendix G (Sections 5.1 and 5.3)
x	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water Shortage Contingency Plan	n/a	Section 8.4
x	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water Shortage Contingency Planning	n/a	Appendix G (Section 6.0)
x	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water Shortage Contingency Planning	n/a	Appendix G (Section 6.0)
x	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water Shortage Contingency Planning	n/a	Appendix G (Section 7.0)
x	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water Shortage Contingency Planning	n/a	Appendix G (Section 8.0)

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. Water Shortage Emergencies.	Water Shortage Contingency Planning	n/a	Appendix G (Section 8.0)
x	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water Shortage Contingency Planning	n/a	Appendix G (Section 8.0)
x	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	n/a	Appendix G (Section 9.0)
x	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	n/a	Appendix G (Section 9.0)
x	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, Excessive Residential Water Use During Drought.	Water Shortage Contingency Planning	n/a	Appendix G (Section 9.0)
x	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Planning	n/a	Appendix G (Section 10.0)
x	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Planning	n/a	Appendix G (Section 11.0)
x	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water Shortage Contingency Planning	n/a	Appendix G (Section 5.2.1)
x	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water Shortage Contingency Planning	n/a	Section 8.5; Appendix G (Section 12.0)

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	n/a	Section 9.1
x	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan Adoption, Submittal, and Implementation	n/a	Section 10.3.1
x	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan Adoption, Submittal, and Implementation	10-1	Section 10.2.1
x	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4
x	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan Adoption, Submittal, and Implementation	n/a	Sections 10.2 and 10.3; Appendix D
x	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan Adoption, Submittal, and Implementation	10-1	Section 10.3; Appendix D
x	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.3; Appendix H
x	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4

Retail x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4
x	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4
x	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.7
x	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.5
x	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.5

Appendix D

Agency and Public Notices

DRAFT

Elizabeth Drayer

From: Lawrence Tam <ltam@Santaclaraca.gov>
Sent: Tuesday, February 3, 2026 4:47 PM
To: laura.hidas@acwd.com; jflanagan@ci.brisbane.ca.us; kokada@burlingame.org; swagner@calwater.com; mrogren@coastsidewater.org; jcosgrove@dalycity.org; mvining@cityofepa.org; zdanish@fostercity.org; Cheryl.Munoz@hayward-ca.gov; pwillis@hillsborough.net; aamitch@menlopark.gov; kwuelfing@midpeninsulawater.org; Craig Centis; emarshall@milpitas.gov; acarr@nccwd.com; Lisa.Bilir@paloalto.gov; trudock@purissimawater.org; watermanager@redwoodcity.org; SSalazar@sanbruno.ca.gov; Provenzano, Jeffrey; Harvie, Nicole; JuliaNN@stanford.edu; wcheong@sunnyvale.ca.gov; pmairena@westboroughwater.org; Tom Smegal; Tom Francis; Danielle McPherson; Negin Ashoori; Kyle Ramey; Christina Tang; aschutte@hansonbridgett.com; SRitchie@sfwater.org; Kastama, Alison A; abaker@valleywater.org; sbogale@valleywater.org; jacqueline.onciano@pln.sccgov.org
Cc: John Ramirez; Wendy Kwong; Elizabeth Drayer; Whitney Jones; Lu Wang
Subject: City of Santa Clara - Notice of Preparation of 2025 UWMP and Water Shortage Contingency Plan

Dear Stakeholders,

The Urban Water Management Plan Act (California Water Code §10608 & §10610-10656) requires all urban water suppliers providing water for municipal purposes to more than 3,000 customers or serving more than 3,000 acre-feet annually, to update its Urban Water Management Plan (UWMP) every five years. The City is currently preparing the 2025 UWMP and Water Shortage Contingency Plan (WSCP) which are due by July 1, 2026. We invite your Agency's participation in this revision process.

Draft documents of the 2025 UWMP and WSCP and will be made available for public review and a public hearing will be scheduled in late spring 2026. In the meantime, if you would like more information on our 2025 UWMP or WSCP, the process for updating these reports, or have additional questions please contact me.

Thanks,

Lawrence Tam
Acting Assistant Director | Water & Sewer Utilities
1500 Warburton Avenue | Santa Clara, CA 95050
Direct: 408-615-2036 | LTAM@santaclaraca.gov

Appendix E

Distribution System Water Loss Audits

DRAFT

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

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? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Santa Clara - Water & Sewer Utilities (CA4310012)
Reporting Year: 2020 | 1/2020 - 12/2020

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

					Pcnt:	Value:	
Volume from own sources:	5	3,530.200	MG/Yr	3			MG/Yr
Water imported:	5	2,433.100	MG/Yr	5	1.10%		MG/Yr
Water exported:	n/a		MG/Yr				MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 5,936.827 MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

			Pcnt:	Value:	
Billed metered:	7	5,540.200	MG/Yr			
Billed unmetered:	n/a		MG/Yr			
Unbilled metered:	n/a		MG/Yr			
Unbilled unmetered:	5	14.842	MG/Yr		14.842	MG/Yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: ? 5,555.042 MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) 381.785 MG/Yr

Apparent Losses

			Pcnt:	Value:	
Unauthorized consumption:		14.842	MG/Yr	0.25%		MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	3	84.369	MG/Yr	1.50%	MG/Yr
Systematic data handling errors:	5	13.851	MG/Yr	0.25%	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: ? 113.061 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 268.724 MG/Yr

WATER LOSSES: 381.785 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: ? 396.627 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	9	306.0	miles	
Number of active AND inactive service connections:	9	25,828		
Service connection density:		84	conn./mile main	
Are customer meters typically located at the curbstop or property line?		Yes		
Average length of customer service line:				(length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure:	5	64.2	psi	

COST DATA

Total annual cost of operating water system:	10	$48,062,201	$/Year	
Customer retail unit cost (applied to Apparent Losses):	10	$6.57	$/100 cubic feet (ccf)	
Variable production cost (applied to Real Losses):	6	$4,840.64	$/Million gallons	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 62 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Water imported
3: Customer metering inaccuracies

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

American Water Works Association.
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? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Santa Clara (CA4310012)
Reporting Year: 2021 1/2021 - 12/2021

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

<---------- Enter grading in column 'E' and 'J' ---------->

Master Meter and Supply Error Adjustments

WATER SUPPLIED

					Pcnt:	Value:	
Volume from own sources:	5	3,198.300	MG/Yr	3			MG/Yr
Water imported:	5	2,444.400	MG/Yr	5	1.10%		MG/Yr
Water exported:	n/a		MG/Yr				MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 5,616.104 MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:	
Billed metered:	7	5,306.132	MG/Yr			
Billed unmetered:	n/a		MG/Yr			
Unbilled metered:	n/a		MG/Yr			
Unbilled unmetered:	5	70.201	MG/Yr	1.25%		MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

Use buttons to select percentage of water supplied OR value

AUTHORIZED CONSUMPTION: ? 5,376.333 MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) 239.771 MG/Yr

Apparent Losses

				Pcnt:	Value:	
Unauthorized consumption:		14.040	MG/Yr	0.25%		MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	3	80.804	MG/Yr	1.50%	MG/Yr
Systematic data handling errors:	5	13.265	MG/Yr	0.25%	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: ? 108.110 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 131.661 MG/Yr

WATER LOSSES: 239.771 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: ? 309.972 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	9	306.0	miles
Number of active AND inactive service connections:	9	25,041	
Service connection density:		82	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure:	5	64.1	psi

COST DATA

Total annual cost of operating water system:	10	$64,766,664	$/Year	
Customer retail unit cost (applied to Apparent Losses):	10	$6.69	$/100 cubic feet (ccf)	
Variable production cost (applied to Real Losses):	6	$5,034.91	$/Million gallons	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 62 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Water imported
3: Customer metering inaccuracies

AWWA Free Water Audit Software: Worksheet

FWAS v6.0

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Water Audit Report for: City of Santa Clara
Audit Year: 2022 | Jan 01 2022 - Dec 31 2022 | Calendar

Click 'n' to add notes
Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

WATER SUPPLIED

Water Supplied Error Adjustments — choose entry option:

		n	g				n	g					
VOS	Volume from Own Sources:	n	g	7	3,365.582	MG/Yr	n	g	8	0.00%	percent		VOSEA
WI	Water Imported:	n	g	3	2,145.466	MG/Yr	n	g	6	volume	7.640	MG/Yr	under-registration WIEA
WE	Water Exported:	n	g	n/a		MG/Yr							WEEA

WATER SUPPLIED: 5,518.688 MG/Yr

AUTHORIZED CONSUMPTION

choose entry option:

		n	g					
BMAC	Billed Metered:	n	g	8	5,288.572	MG/Yr		
BUAC	Billed Unmetered:	n	g	n/a		MG/Yr		
UMAC	Unbilled Metered:	n	g	n/a		MG/Yr		
UUAC	Unbilled Unmetered:	n	g	3	13.221	MG/Yr	0.25%	default

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 5,301.793 MG/Yr

WATER LOSSES

216.895 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

choose entry option:

		n	g						
SDHE	Systematic Data Handling Errors:	n	g	3	13.221	MG/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	7	80.537	MG/Yr	1.50%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	13.221	MG/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 106.979 MG/Yr

Real Losses

Real Losses: 109.916 MG/Yr

WATER LOSSES: 216.895 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 230.116 MG/Yr

SYSTEM DATA

		n	g				
Lm	Length of mains:	n	g	8	306.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	25,829		(active *and* inactive)
	Service connection density:				84	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp: n g 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP: Average Operating Pressure: n g 7 63.0 psi

COST DATA

		n	g					
CRUC	Customer Retail Unit Charge:	n	g	7	$7.33	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$5,258.67	$/Million gallons	$31,935,522	$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier III (51-70). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Water Imported (WI)
2: Volume from Own Sources (VOS)
3: Billed Metered (BMAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[A]:		gal/conn/day
Unit Real Losses[B]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

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Water Audit Report for: City of Santa Clara
Audit Year: 2023 | Jan 01 2023 - Dec 31 2023 | Calendar

Click 'n' to add notes
Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

choose entry option:

VOS	Volume from Own Sources:	n	g	7	3,398.784	MG/Yr	n g 8	0.00%	percent			VOSEA
WI	Water Imported:	n	g	3	2,034.573	MG/Yr	n g 6		volume	3.583	MG/Yr over-registration	WIEA
WE	Water Exported:	n	g	n/a		MG/Yr						WEEA

WATER SUPPLIED: 5,429.774 MG/Yr

AUTHORIZED CONSUMPTION

choose entry option:

BMAC	Billed Metered:	n	g	8	4,928.937	MG/Yr		
BUAC	Billed Unmetered:	n	g	n/a		MG/Yr		
UMAC	Unbilled Metered:	n	g	n/a		MG/Yr		
UUAC	Unbilled Unmetered:	n	g	3	12.322	MG/Yr	0.25%	default

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 4,941.259 MG/Yr

WATER LOSSES

488.514 MG/Yr

Apparent Losses

choose entry option:

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE	Systematic Data Handling Errors:	n	g	3	12.322	MG/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	4	75.060	MG/Yr	1.50%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	12.322	MG/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 99.705 MG/Yr

Real Losses

Real Losses: 388.810 MG/Yr

WATER LOSSES: 488.514 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 500.837 MG/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	10	335.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	25,759		(active *and* inactive)
	Service connection density:				77	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp n g 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP Average Operating Pressure: n g 7 63.0 psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	9	$7.97	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$6,191.73	$/Million gallons	$51,214,825	$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier III (51-70). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Water Imported (WI)
2: Volume from Own Sources (VOS)
3: Customer Metering Inaccuracies (CMI)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:	18.3	gal/conn/day
Unit Real Losses[A]:	16.3	gal/conn/day
Unit Real Losses[B]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

AWWA Free Water Audit Software: Worksheet

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Water Audit Report for: City of Santa Clara
Audit Year: 2024 | Jan 01 2024 - Dec 31 2024 | Calendar

Click 'n' to add notes
Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

			choose entry option:									
VOS	Volume from Own Sources:	n	g	7	3,452.449	MG/Yr	n	g	8	volume		MG/Yr	VOSEA
WI	Water Imported:	n	g	6	2,177.636	MG/Yr	n	g	6	volume	14.803	MG/Yr	under-registration	WIEA
WE	Water Exported:	n	g	n/a		MG/Yr								WEEA
	WATER SUPPLIED:				5,644.888	MG/Yr								

AUTHORIZED CONSUMPTION

						choose entry option:		
BMAC	Billed Metered:	n	g	8	5,119.711	MG/Yr		
BUAC	Billed Unmetered:	n	g	n/a		MG/Yr		
UMAC	Unbilled Metered:	n	g	n/a		MG/Yr		
UUAC	Unbilled Unmetered:	n	g	3	12.799	MG/Yr	0.25%	default

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 5,132.510 MG/Yr

WATER LOSSES

512.377 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

							choose entry option:		
SDHE	Systematic Data Handling Errors:	n	g	3	12.799	MG/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	4	77.965	MG/Yr	1.50%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	12.799	MG/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 103.564 MG/Yr

Real Losses

Real Losses: 408.814 MG/Yr

WATER LOSSES: 512.377 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 525.177 MG/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	10	335.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	26,026		(active *and* inactive)
	Service connection density:				78	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp: n g 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP: Average Operating Pressure: n g 7 63.0 psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	7	$7.97	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$6,987.77	$/Million gallons	$62,193,191	$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier III (51-70). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Volume from Own Sources (VOS)
2: Water Imported (WI)
3: Customer Metering Inaccuracies (CMI)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:	18.3	gal/conn/day
Unit Real Losses[A]:	16.3	gal/conn/day
Unit Real Losses[B]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

Appendix F

SFPUC and Valley Water Water Supply Reliability

DRAFT

March 11, 2026

TO: BAWSCA Member Agencies

FROM: Danielle McPherson, Senior Water Resources Specialist
Tom Francis, Water Resources Manager

SUBJECT: San Francisco Regional Water System Supply Reliability for 2025 Urban Water Management Plans

On March 11, 2026, the San Francisco Public Utilities Commission (SFPUC) provided a letter with analysis on the Regional Water System (RWS) supply reliability for use in your 2025 Urban Water Management Plans (UWMPs). This memorandum transmits that letter (Attachment A) and provides additional context regarding individual agency cutbacks outlined in Attachment B.

Regulatory and Demand Scenarios
To account for the ongoing uncertainty surrounding the State Water Resources Control Board's Bay-Delta Plan Amendment, the SFPUC modeled water supply reliability under two regulatory scenarios and two demand scenarios:

- **Regulatory Scenarios:**
  1. With implementation of the Bay-Delta Plan Amendment.
  2. Without implementation of the Bay-Delta Plan Amendment.

- **Demand Scenarios:**
  1. Projected SFPUC retail demand and Wholesale Customer purchases for 2030-2050.
  2. Projected SFPUC retail demand for 2050 and the Wholesale Customer Supply Assurance of 184 MGD.

Key Findings and Impacts on Allocation
Attachment B provides specific cutbacks for each agency based on Demand Scenario 1 (projected RWS demand). Please note the following critical impacts on how these shortages are managed:

- **Extreme Shortages Under Bay-Delta Implementation:** Under the "With Bay-Delta Plan" scenario, system-wide cutbacks exceed the SFPUC's Level of Service Goal to limit system-wide cutbacks to 20% or less. In these instances, the Water Supply Agreement (WSA) allows for negotiated allocations between

retail and Wholesale Customers collectively. In the absence of a negotiated agreement, SFPUC has applied the Tier 1 split for a system-wide cutback up to 20%.

- **Application of the Tier 2 Plan:** The Tier 2 Drought Response Implementation Plan only applies during system-wide shortages of 20% or less. Because the "With Bay-Delta Plan" scenario results in wholesale cutbacks ranging from 31% to 48%, the Tier 2 Plan cannot be applied.
- **BAWSCA Recommendation:** In the absence of a negotiated approach for allocating RWS supply among the Wholesale Customers during shortages exceeding 20%, BAWSCA suggests that agencies apply these cutbacks equally across all agencies for their 2025 UWMPs.
- **"Without Bay-Delta" Scenario:** The SFPUC analyses do not anticipate any cutbacks during the required five-year drought sequence under the "Without Bay-Delta Plan" scenario.

Guidance for 2025 UWMP Reporting

For the 2020 UWMPs, most member agencies utilized the "With Bay-Delta Plan" scenario for their standard tables and included the "Without Bay-Delta Plan" scenario in supplemental tables or appendices. BAWSCA understands that the SFPUC intends to follow this same approach for its own 2025 UWMP.

Note on Future Modeling (HRL Program)

While the SFPUC previously indicated it would model the Tuolumne River Healthy Rivers and Landscapes Program (HRL), they have not provided that modeling at this time due to significant implementation uncertainties.

Enclosed: Attachment A – 2025 UWMP Supply Reliability Letter_2026-03-11
Attachment B – 2025 UWMP Wholesale Customer Dry Year Allocations

cc: Tom Smegal
Allison Schutte

San Francisco
Water Power Sewer
Operator of the Hetch Hetchy Regional Water System

525 Golden Gate Ave
San Francisco, CA 94102
(415) 554-3155
sfpuc.gov

March 11, 2026

Danielle McPherson
Senior Water Resources Specialist
Bay Area Water Supply and Conservation Agency
155 Bovet Road, Suite 650
San Mateo, CA 94402

Dear Ms. McPherson,

This letter contains the supply reliability of the San Francisco Public Utilities Commission (SFPUC) Regional Water System (RWS) that the SFPUC has prepared for the 2025 Urban Water Management Plan (UWMP), which the Wholesale Customers may also use in their respective 2025 UWMPs. The SFPUC has assessed the RWS's supply reliability under the following planning scenarios:

1. Projected supply reliability for years 2030 through 2050, assuming total demand is equivalent to the sum of the projected retail and wholesale demands on the RWS, which includes Wholesale Customer purchase projections provided to the SFPUC by BAWSCA on March 4, 2026 (refer to Table 1 below).
2. Projected supply reliability for 2050, assuming total demand is equivalent to the sum of the projected retail demands on the RWS and the Wholesale Customers' Supply Assurance of 184 MGD.
3. Under each of the above demand conditions, projected supply reliability for the following scenarios: (a) with implementation of the 2018 amendments to the Bay-Delta Water Quality Control Plan (Bay-Delta Plan Amendment) and (b) without implementation of the Bay-Delta Plan Amendment.

Daniel Lurie
Mayor

Joshua Arce
President

Stephen E. Leveroni
Vice President

Avni Jamdar
Commissioner

Kate H. Stacy
Commissioner

Meghan Thurlow
Commissioner

Dennis J. Herrera
General Manager

Table 1. Retail and Wholesale RWS Demand Assumptions Used for Supply Reliability Modeling (MGD)

	2025[1]	2030	2035	2040	2045	2050
Retail	61.1	62.7	61.2	61.9	64.0	66.7
Wholesale[2]	130.1	133.9	136.3	140.6	144.1	148.4
Total	**191.2**	**196.6**	**197.5**	**202.5**	**208.1**	**215.1**

[1] 2025 demands are from the FY 2024-25 Table J-1 water use calculations, prepared pursuant to the Water Supply Agreement between the SFPUC and the Wholesale Customers.

[2] 2030 through 2050 Wholesale Customer purchase projections were provided to the SFPUC by BAWSCA on March 4, 2026, and include demands for the cities of San Jose and Santa Clara.

The total amount of water the SFPUC can deliver to the Retail and Wholesale Customers from the RWS depends on several factors, including (1) the amount of water that is available to the SFPUC from natural runoff, (2) the amount of water in reservoir storage, and (3) the amount of water that the SFPUC releases from the RWS for purposes other than customer deliveries (e.g., instream flow releases below RWS reservoirs). For planning purposes, the SFPUC “average year” or “normal year” is based on historical hydrology under conditions that allow the RWS reservoirs to be filled over the course of the snowmelt season, allowing full deliveries to customers. For “dry-year” supply scenarios, the SFPUC plans its water deliveries using a water-supply planning methodology with reference to a simulated 8.5-year design drought.

In each demand scenario for 2030 through 2050, the SFPUC estimated RWS deliveries using the standard SFPUC procedure, which includes adding increased levels of rationing as needed in dry years to balance the demands on the RWS with available water supply. The five consecutive dry-year sequence shown in the tables below represent years 2 through 6 of the design drought. The SFPUC chose this sequence because year 2 is the first year in which system-wide water use reductions could take effect, as the design drought sequence generally begins year 1 with full reservoirs. All simulations that the SFPUC has prepared for its 2025 UWMP have increased levels of rationing in the final years of the design drought sequence. The SFPUC has presented the results in the standardized format prescribed by DWR.

Assumptions about the status of the dry-year water supply projects included in the SFPUC’s Water System Improvement Program (WSIP) are provided below in Table 2 titled “WSIP Project Assumptions for RWS Supply Modeling.” The table reflects instream flow requirements at San Mateo and Alameda Creeks,

as described in the UWMP "common language" that the SFPUC provided to BAWSCA and the Wholesale Customers separately from this letter.

The SFPUC utilized the Water Shortage Allocation Plan (WSAP) that is incorporated in the Water Supply Agreement between the SFPUC and the Wholesale Customers to allocate the RWS supply available during dry years between the Retail Customers and the Wholesale Customers in the 2025 UWMP supply reliability analysis. The WSAP, also known as the Tier 1 Plan, defines the method for allocating between the Retail Customers collectively and Wholesale Customers collectively the available RWS supplies during system-wide shortages. The SFPUC and the Wholesale Customers most recently amended the WSAP in 2025. Also in 2025, the Wholesale Customers adopted an updated Tier 2 Plan, which allocates the collective Wholesale Customers' share of available RWS supplies from the Tier 1 Plan among each of the 26 Wholesale Customers. The WSAP addresses shortages that require a system-wide reduction in water use of 20% or less, consistent with the SFPUC's Level of Service Goal. For any shortage scenario requiring a system-wide reduction in water use above 20% in the supply reliability analysis, the SFPUC applied the Tier 1 Plan's allocation of supplies between the Retail Customers and Wholesale Customers for a shortage requiring a system-wide reduction in water use of 16-20%.

Because of the uncertainty surrounding implementation of the Bay-Delta Plan Amendment, the RWS supply reliability assessment evaluates two future supply scenarios: (1) with implementation of the Bay-Delta Plan Amendment, and (2) without implementation of the Bay-Delta Plan Amendment. It is unknown when implementation may begin on the Bay-Delta Plan Amendment; for the purposes of the 2025 UWMP analysis, the SFPUC included it beginning in the 2030 modeling scenarios (see Tables 4a-4g and 6).

The SFPUC incorporated additional modeling assumptions in the 2025 UWMP analysis regarding the State Water Resources Control Board curtailments and assumptions regarding agreements with Turlock and Modesto Irrigation Districts pertaining to instream flow obligations.

1. During the last two drought periods, 2013-2016 and 2021-2023, the State Water Resources Control Board implemented curtailments through emergency regulations and curtailment orders that attempted to limit diversions from Central Valley watersheds including the Tuolumne River at certain times. Due to the uncertain legality of the State Water Resources Control Board's curtailment actions as well as the

uncertainties regarding any potential future curtailment actions against San Francisco, the SFPUC's RWS supply reliability analyses do not assume curtailments are in effect.

2. Through a 1966 agreement with the Modesto and Turlock Irrigation Districts (Districts), who are more senior downstream appropriative water rights holders on the Tuolumne River, San Francisco may become responsible for up to approximately 51.7% of any flow releases the Federal Energy Regulatory Commission (FERC) may require through issuance of a new license for the Districts' Don Pedro Hydropower Project. The exact flow contribution for which San Francisco may become responsible is highly uncertain and may depend on multiple currently unknown factors, including an anticipated Endangered Species Act biological opinion from the National Marine Fisheries Service and a Clean Water Act section 401 water quality certification from the State Water Resources Control Board. San Francisco's potential responsibility for FERC-ordered flows may further depend on San Francisco's ability to enter into a new or extended agreement with the Districts to offset a portion of San Francisco's flow contributions in exchange for payment. Due to the high levels of uncertainty surrounding the Districts' FERC-relicensing process, as well as the unknown timing for license issuance, the SFPUC's RWS water supply reliability analyses do not assume additional water supply losses from any potential new FERC-ordered flow releases.
3. The simulation of the Bay-Delta Plan Amendment scenario assumes that a 1996 agreement between San Francisco and the Districts (the Side Agreement), which allows San Francisco to pay the Districts in lieu of contributing a portion of current FERC-ordered flow releases, remains in effect, and that the San Francisco share of flows in excess of and not covered by the Side Agreement is approximately 51.7%. These assumptions were made for the purpose of completing the modeling for the UWMP update, and they do not represent a commitment by San Francisco or the Districts to any future agreement or of San Francisco accepting responsibility for any future FERC-ordered flow releases.

Based on current projected demands, supply modeling for the two future supply scenarios shows significantly different supply reliability projections for the RWS:

- <u>With implementation of the Bay-Delta Plan Amendment</u>: Under this scenario, using the demand assumptions shown in Table 1, RWS supplies are expected to range from full availability in an average year

(100%) to as low as 57% in multiple dry years when compared to water supplies in an average year. In other words, RWS supplies could be reduced by up to 43% in a multi-year drought. See Tables 4a-4g and 6.

- Without implementation of the Bay-Delta Plan Amendment: Under this scenario, using demand assumptions shown in Table 1, there are no anticipated shortages of RWS supplies. See Tables 5a-5g and 7.

Table 8 below provides the Wholesale Customer purchase projections and Wholesale Customer allocation of RWS supply for the five-year drought risk assessment from 2026 to 2030. The supply projections for 2026 to 2030 are based on a linear growth from 2025 to 2030 levels of demand as calculated by BAWSCA. This table does not assume implementation of the Bay-Delta Plan Amendment because the start of implementation remains uncertain.

In the forthcoming 2025 UWMP, the SFPUC acknowledges that it has a Level of Service objective to meet an average annual water demand of 265 MGD from the SFPUC watersheds for Retail and Wholesale Customers during non-drought years, as well as a contractual obligation to supply 184 MGD to the Wholesale Customers, subject to reduction under certain conditions. The SFPUC will, accordingly, include the results of modeling based on a Wholesale Customer demand of 184 MGD to facilitate planning that supports meeting this Level of Service objective and its contractual obligations. The results of this modeling will be in an appendix to the 2025 UWMP prepared by the SFPUC. The RWS supply projections shown in the tables below are more accurately characterized as supplies that will be used to meet projected Retail and Wholesale Customer demands.

It is our understanding that you will pass this information on to the Wholesale Customers. If you have any questions or need additional information, please do not hesitate to contact Jennifer Lee at jenlee@sfwater.org or (415) 551-4563.

Sincerely,

Steven R. Ritchie

Steven R. Ritchie
Assistant General Manager, Water Enterprise

Table 2: WSIP Project Assumptions for RWS Supply Modeling

Projects	Base Year 2025	Base Year 2030 and Beyond	Base Year 2040 and Beyond
Lower Crystal Springs Dam Improvements	Crystal Springs storage not fully restored	Crystal Springs storage not fully restored	Crystal Springs storage not fully restored
Regional Groundwater Storage and Recovery (GSR) Project	GSR account partially filled at spring 2020 level of 43,000 AF; GSR recovery rate of 5.2 MGD[a]	GSR account fully filled; GSR recovery rate of 5.2 MGD[a]	GSR account fully filled; GSR recovery rate of 6.2 MGD[a]
Alameda Creek Recapture Project	Project not built	Project built and operating	Project built and operating
Dry-Year Transfers	Not in effect	Not in effect	Not in effect

a. The GSR Project was intended to provide 7.2 MGD over 7.5 years, however current limitations on the number of wells available will result in deliveries less than 7.2 MGD over 7.5 years.

Table 3: Projected Total Regional Water System Supply Utilized and Portion of Regional Water System Supply Utilized by Wholesale Customers in Normal Years [For Table 6-9]:

RWS Supply	2030	2035	2040	2045	2050
RWS Supply Utilized (MGD)	196.6	197.5	202.5	208.1	215.1
RWS Supply Utilized by Wholesale Customers[a] (MGD)	133.9	136.3	140.6	144.1	148.4

a. RWS supply utilized by Wholesale Customers from 2030 through 2050 is equivalent to Wholesale Customer purchase projections provided to the SFPUC by BAWSCA on March 4, 2026, and includes demands for the cities of San Jose and Santa Clara.

Basis of Water Supply Data: With Implementation of the Bay-Delta Plan Amendment

Table 4a: Basis of Water Supply Data [For Table 7-1], Base Year 2030, With Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2030	196.6	100%	133.9	
Single dry year	2030	147.5	75%	92.2	At shortages 20% or greater, wholesale allocation is assumed to be 62.5% and retail allocation is 37.5%.
Consecutive 1st dry year	2030	147.5	75%	92.2	Same as above.
Consecutive 2nd dry year	2030	123.9	63%	77.4	Same as above.
Consecutive 3rd dry year	2030	123.9	63%	77.4	Same as above.
Consecutive 4th dry year	2030	123.9	63%	77.4	Same as above.
Consecutive 5th dry year	2030	123.9	63%	77.4	Same as above.

Table 4b: Basis of Water Supply Data [For Table 7-1], Base Year 2035, With Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2035	197.5	100%	136.3	
Single dry year	2035	146.2	74%	91.3	At shortages 20% or greater, wholesale allocation is assumed to be 62.5% and retail allocation is 37.5%.
Consecutive 1st dry year	2035	146.2	74%	91.3	Same as above.
Consecutive 2nd dry year	2035	124.4	63%	77.8	Same as above.
Consecutive 3rd dry year	2035	124.4	63%	77.8	Same as above.
Consecutive 4th dry year	2035	124.4	63%	77.8	Same as above.
Consecutive 5th dry year	2035	124.4	63%	77.8	Same as above.

Table 4c: Basis of Water Supply Data [For Table 7-1], Base Year 2040, With Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2040	202.5	100%	140.6	
Single dry year	2040	145.8	72%	91.1	At shortages 20% or greater, wholesale allocation is assumed to be 62.5% and retail allocation is 37.5%.
Consecutive 1st dry year	2040	145.8	72%	91.1	Same as above.
Consecutive 2nd dry year	2040	123.5	61%	77.2	Same as above.
Consecutive 3rd dry year	2040	123.5	61%	77.2	Same as above.
Consecutive 4th dry year	2040	123.5	61%	77.2	Same as above.
Consecutive 5th dry year	2040	123.5	61%	77.2	Same as above.

Table 4d: Basis of Water Supply Data [For Table 7-1], Base Year 2045, With Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2045	208.1	100%	144.1	
Single dry year	2045	145.7	70%	91.0	At shortages 20% or greater, wholesale allocation is assumed to be 62.5% and retail allocation is 37.5%.
Consecutive 1st dry year	2045	145.7	70%	91.0	Same as above.
Consecutive 2nd dry year	2045	122.8	59%	76.7	Same as above.
Consecutive 3rd dry year	2045	122.8	59%	76.7	Same as above.
Consecutive 4th dry year	2045	122.8	59%	76.7	Same as above.
Consecutive 5th dry year	2045	122.8	59%	76.7	Same as above.

Table 4e: Basis of Water Supply Data [For Table 7-1], Base Year 2050, With Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2050	215.1	100%	148.4	
Single dry year	2050	146.2	68%	91.4	At shortages 20% or greater, wholesale allocation is assumed to be 62.5% and retail allocation is 37.5%.
Consecutive 1st dry year	2050	146.2	68%	91.4	Same as above.
Consecutive 2nd dry year	2050	122.6	57%	76.6	Same as above.
Consecutive 3rd dry year	2050	122.6	57%	76.6	Same as above.
Consecutive 4th dry year	2050	122.6	57%	76.6	Same as above.
Consecutive 5th dry year	2050	122.6	57%	76.6	Same as above.

Table 4f: Basis of Water Supply Data [For Table 7-1], Base Year 2050, With Bay-Delta Plan Amendment and Wholesale Demands at 184 MGD Supply Assurance

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2050	250.7	100%	184.0	
Single dry year	2050	145.4	58%	90.9	At shortages 20% or greater, wholesale allocation is assumed to be 62.5% and retail allocation is 37.5%.
Consecutive 1st dry year	2050	145.4	58%	90.9	Same as above.
Consecutive 2nd dry year	2050	120.3	48%	75.2	Same as above.
Consecutive 3rd dry year	2050	120.3	48%	75.2	Same as above.
Consecutive 4th dry year	2050	120.3	48%	75.2	Same as above.
Consecutive 5th dry year	2050	120.3	48%	75.2	Same as above.

Table 4g: Projected RWS Supply Availability [Alternative to Table 7-1], Years 2030-2050, With Bay-Delta Plan Amendment

Year Type	2030	2035	2040	2045	2050	2050 (with 184 MGD Supply Assurance)
Average year	100%	100%	100%	100%	100%	100%
Single dry year	75%	74%	72%	70%	68%	58%
Consecutive 1st dry year	75%	74%	72%	70%	68%	58%
Consecutive 2nd dry year	63%	63%	61%	59%	57%	48%
Consecutive 3rd dry year	63%	63%	61%	59%	57%	48%
Consecutive 4th dry year	63%	63%	61%	59%	57%	48%
Consecutive 5th dry year	63%	63%	61%	59%	57%	48%

Basis of Water Supply Data: Without Implementation of the Bay-Delta Plan Amendment

Table 5a: Basis of Water Supply Data [For Table 7-1], Base Year 2030, Without Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2030	196.6	100%	133.9	
Single dry year	2030	196.6	100%	133.9	
Consecutive 1st dry year	2030	196.6	100%	133.9	
Consecutive 2nd dry year	2030	196.6	100%	133.9	
Consecutive 3rd dry year	2030	196.6	100%	133.9	
Consecutive 4th dry year	2030	196.6	100%	133.9	
Consecutive 5th dry year	2030	196.6	100%	133.9	

Table 5b: Basis of Water Supply Data [For Table 7-1], Base Year 2035, Without Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2035	197.5	100%	136.3	
Single dry year	2035	197.5	100%	136.3	
Consecutive 1st dry year	2035	197.5	100%	136.3	
Consecutive 2nd dry year	2035	197.5	100%	136.3	
Consecutive 3rd dry year	2035	197.5	100%	136.3	
Consecutive 4th dry year	2035	197.5	100%	136.3	
Consecutive 5th dry year	2035	197.5	100%	136.3	

Table 5c: Basis of Water Supply Data [For Table 7-1], Base Year 2040, Without Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2040	202.5	100%	140.6	
Single dry year	2040	202.5	100%	140.6	
Consecutive 1st dry year	2040	202.5	100%	140.6	
Consecutive 2nd dry year	2040	202.5	100%	140.6	
Consecutive 3rd dry year	2040	202.5	100%	140.6	
Consecutive 4th dry year	2040	202.5	100%	140.6	
Consecutive 5th dry year	2040	202.5	100%	140.6	

Table 5d: Basis of Water Supply Data [For Table 7-1], Base Year 2045, Without Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2045	208.1	100%	144.1	
Single dry year	2045	208.1	100%	144.1	
Consecutive 1st dry year	2045	208.1	100%	144.1	
Consecutive 2nd dry year	2045	208.1	100%	144.1	
Consecutive 3rd dry year	2045	208.1	100%	144.1	
Consecutive 4th dry year	2045	208.1	100%	144.1	
Consecutive 5th dry year	2045	208.1	100%	144.1	

Table 5e: Basis of Water Supply Data [For Table 7-1], Base Year 2050, Without Bay-Delta Plan Amendment

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2050	215.1	100%	148.4	
Single dry year	2050	215.1	100%	148.4	
Consecutive 1st dry year	2050	215.1	100%	148.4	
Consecutive 2nd dry year	2050	215.1	100%	148.4	
Consecutive 3rd dry year	2050	215.1	100%	148.4	
Consecutive 4th dry year	2050	215.1	100%	148.4	
Consecutive 5th dry year	2050	215.1	100%	148.4	

Table 5f: Basis of Water Supply Data [For Table 7-1], Base Year 2050, Without Bay-Delta Plan Amendment and Wholesale Demands at 184 MGD Supply Assurance

Year Type	Base Year	RWS Volume Available (MGD)	% of Average Supply	Wholesale Volume Available (MGD)	Notes on Calculation of Wholesale Allocation of RWS
Average year	2050	250.7	100%	184.0	
Single dry year	2050	225.6	90%	158.9	At 10% shortage, wholesale allocation is 64% (144.4 MGD) and retail allocation is 36% (81.2 MGD). Retail allocations above 66.7 MGD are re-allocated to Wholesale Customers, per the Water Supply Agreement. Therefore, 14.5 MGD is added to wholesale allocation, bringing it to 158.9 MGD.
Consecutive 1st dry year	2050	225.6	90%	158.9	Same as above.
Consecutive 2nd dry year	2050	225.6	90%	158.9	Same as above.
Consecutive 3rd dry year	2050	225.6	90%	158.9	Same as above.
Consecutive 4th dry year	2050	225.6	90%	158.9	Same as above.
Consecutive 5th dry year	2050	225.6	90%	158.9	Same as above.

Table 5g: Projected RWS Supply [Alternative to Table 7-1], Years 2030-2050, Without Bay-Delta Plan Amendment

Year Type	2030	2035	2040	2045	2050	2050 (with 184 MGD Supply Assurance)
Average year	100%	100%	100%	100%	100%	100%
Single dry year	100%	100%	100%	100%	100%	90%
Consecutive 1st dry year	100%	100%	100%	100%	100%	90%
Consecutive 2nd dry year	100%	100%	100%	100%	100%	90%
Consecutive 3rd dry year	100%	100%	100%	100%	100%	90%
Consecutive 4th dry year	100%	100%	100%	100%	100%	90%
Consecutive 5th dry year	100%	100%	100%	100%	100%	90%

Supply Projections for Consecutive Five Dry Year Sequences

Table 6: Projected Multiple Dry Years RWS Wholesale Allocation [For Table 7-4], With Bay-Delta Plan Amendment

	2030	2035	2040	2045	2050	2050 (with 184 MGD Supply Assurance)
First year	92.2	91.3	91.1	91.0	91.4	90.9
Second year	77.4	77.8	77.2	76.7	76.6	75.2
Third year	77.4	77.8	77.2	76.7	76.6	75.2
Fourth year	77.4	77.8	77.2	76.7	76.6	75.2
Fifth year	77.4	77.8	77.2	76.7	76.6	75.2

Table 7: Projected Multiple Dry Years RWS Wholesale Allocation [For Table 7-4], Without Bay-Delta Plan Amendment

	2030	2035	2040	2045	2050	2050 (with 184 MGD Supply Assurance)
First year	133.9	136.3	140.6	144.1	148.4	158.9
Second year	133.9	136.3	140.6	144.1	148.4	158.9
Third year	133.9	136.3	140.6	144.1	148.4	158.9
Fourth year	133.9	136.3	140.6	144.1	148.4	158.9
Fifth year	133.9	136.3	140.6	144.1	148.4	158.9

Table 8: Projected RWS Supply for 5-Year Drought Risk Assessment [For Table 7-5]

Year	2026	2027	2028	2029	2030
Wholesale Purchase Projections[a] (MGD)	130.9	131.6	132.4	133.2	133.9
RWS Supply Utilized by Wholesale Customers[b] (MGD)	130.9	131.6	132.4	133.2	133.9

a. Wholesale Purchase Projections for 2026-2030 assume a linear growth between 2025 actual demands and 2030 projections, as calculated by BAWSCA.
b. This table does not assume implementation of the Bay-Delta Plan Amendment because the start of implementation remains uncertain.

Basis for SFPUC's Water Supply Reliability Modeling

Actual (2025) and Projected (2030-2050) RWS Purchases

Agency	ISG	2025[1]	2030	2035	2040	2045	2050
Alameda CWD	13.76	10.08	11.25	11.56	12.00	12.45	13.76
Brisbane / GVMID	0.98	0.68	0.94	0.95	0.97	0.97	0.97
Burlingame	5.23	3.23	3.92	3.99	4.15	4.30	4.44
Coastside CWD	2.18	1.01	1.17	1.16	1.16	1.16	1.16
CWS Total	35.68	29.50	27.04	26.89	26.93	26.80	26.89
Daly City	4.29	3.55	4.29	4.29	4.29	4.29	4.29
East Palo Alto	3.46	1.72	1.19	1.19	1.19	1.18	1.19
Estero MID	5.90	3.78	3.90	3.92	3.93	3.91	3.90
Hayward	22.09	13.66	14.74	15.66	16.82	18.14	19.71
Hillsborough	4.09	2.32	2.09	2.08	2.09	2.11	2.12
Menlo Park	4.46	2.72	2.58	2.64	2.71	2.76	2.83
Mid-Peninsula WD	3.89	2.34	2.82	2.97	3.18	3.39	3.43
Millbrae	3.15	1.81	1.91	1.99	2.09	2.18	2.29
Milpitas	9.23	4.68	5.30	5.35	5.41	5.46	5.52
Mountain View	12.46	7.69	7.87	8.12	8.59	9.04	9.55
North Coast CWD	3.84	2.58	2.23	2.29	2.37	2.36	2.36
Palo Alto	16.58	9.31	8.30	8.20	8.15	8.15	8.18
Purissima Hills WD	1.63	1.51	1.36	1.35	1.36	1.36	1.37
Redwood City	10.93	7.43	6.84	6.54	6.73	6.91	7.09
San Bruno	3.25	1.03	1.85	2.27	2.68	2.68	2.68
San Jose		3.99	4.50	4.50	4.50	4.50	4.50
Santa Clara		2.91	4.50	4.50	4.50	4.50	4.50
Stanford	3.03	1.59	1.77	1.96	2.02	2.07	2.13
Sunnyvale	12.58	10.28	10.72	11.15	11.92	12.58	12.58
Westborough WD	1.32	0.70	0.82	0.80	0.84	0.88	0.91
Total	**184.00**	**130.1**	**133.9**	**136.3**	**140.6**	**144.1**	**148.3**

[1] **Source: FY 2024-25 J-Table**

Basis for SFPUC's Water Supply Reliability Modeling

Actual (2025) and Projected (2026-2030) RWS Purchases

Agency	2025	2026	2027	2028	2029	2030
Alameda CWD	10.08	10.32	10.55	10.78	11.02	11.25
Brisbane / GVMID	0.68	0.73	0.78	0.83	0.89	0.94
Burlingame	3.23	3.36	3.50	3.64	3.78	3.92
Coastside CWD	1.01	1.05	1.08	1.11	1.14	1.17
CWS Total	29.50	29.00	28.51	28.02	27.53	27.04
Daly City	3.55	3.70	3.85	4.00	4.14	4.29
East Palo Alto	1.72	1.62	1.51	1.40	1.30	1.19
Estero MID	3.78	3.80	3.83	3.85	3.88	3.90
Hayward	13.66	13.87	14.09	14.31	14.53	14.74
Hillsborough	2.32	2.27	2.23	2.18	2.14	2.09
Menlo Park	2.72	2.69	2.67	2.64	2.61	2.58
Mid-Peninsula WD	2.34	2.44	2.53	2.63	2.73	2.82
Millbrae	1.81	1.83	1.85	1.87	1.89	1.91
Milpitas	4.68	4.80	4.93	5.05	5.18	5.30
Mountain View	7.69	7.73	7.76	7.80	7.83	7.87
North Coast CWD	2.58	2.51	2.44	2.37	2.30	2.23
Palo Alto	9.31	9.11	8.91	8.71	8.50	8.30
Purissima Hills WD	1.51	1.48	1.45	1.42	1.39	1.36
Redwood City	7.43	7.32	7.20	7.08	6.96	6.84
San Bruno	1.03	1.20	1.36	1.52	1.69	1.85
San Jose	3.99	4.09	4.20	4.30	4.40	4.50
Santa Clara	2.91	3.23	3.54	3.86	4.18	4.50
Stanford	1.59	1.62	1.66	1.70	1.73	1.77
Sunnyvale	10.28	10.37	10.46	10.55	10.63	10.72
Westborough WD	0.70	0.72	0.75	0.77	0.80	0.82
Total	**130.1**	**130.9**	**131.6**	**132.4**	**133.2**	**133.9**

For UWMP Tables 7-1 through Table 7-4

Base Year	2025
Scenario	With BDP

Basis of Water Supply Data

Consecutive Dry Year	**2026**	**2027**	**2028**	**2029**	**2030**
Wholesale RWS Demand	130.12	130.88	131.64	132.40	133.16
Wholesale RWS Supply	130.12	130.88	131.64	132.40	133.16
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	**2025 RWS Purchases**	**2026**	**2027**	**2028**	**2029**	**2030**
Alameda CWD	10.08	10.08	11.25	11.56	12.00	12.45
Brisbane / GVMID	0.68	0.68	0.68	0.68	0.68	0.68
Burlingame	3.23	3.23	3.23	3.23	3.23	3.23
Coastside CWD	1.01	1.01	1.01	1.01	1.01	1.01
CWS Total	29.50	29.50	29.50	29.50	29.50	29.50
Daly City	3.55	3.55	3.55	3.55	3.55	3.55
East Palo Alto	1.72	1.72	1.72	1.72	1.72	1.72
Estero MID	3.78	3.78	3.78	3.78	3.78	3.78
Hayward	13.66	13.66	13.66	13.66	13.66	13.66
Hillsborough	2.32	2.32	2.32	2.32	2.32	2.32
Menlo Park	2.72	2.72	2.72	2.72	2.72	2.72
Mid-Peninsula WD	2.34	2.34	2.34	2.34	2.34	2.34
Millbrae	1.81	1.81	1.81	1.81	1.81	1.81
Milpitas	4.68	4.68	4.68	4.68	4.68	4.68
Mountain View	7.69	7.69	7.69	7.69	7.69	7.69
North Coast CWD	2.58	2.58	2.58	2.58	2.58	2.58
Palo Alto	9.31	9.31	9.31	9.31	9.31	9.31
Purissima Hills WD	1.51	1.51	1.51	1.51	1.51	1.51
Redwood City	7.43	7.43	7.43	7.43	7.43	7.43
San Bruno	1.03	1.03	1.03	1.03	1.03	1.03
San Jose	3.99	3.99	3.99	3.99	3.99	3.99
Santa Clara	2.91	2.91	2.91	2.91	2.91	2.91
Stanford	1.59	1.59	1.59	1.59	1.59	1.59
Sunnyvale	10.28	10.28	10.28	10.28	10.28	10.28
Westborough WD	0.70	0.70	0.70	0.70	0.70	0.70
Total	**130.12**	**130.12**	**131.28**	**131.59**	**132.03**	**132.48**

For UWMP Tables 7-1 through Table 7-4

Base Year	2030
Scenario	With BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	133.9	133.9	133.9	133.9	133.9
Wholesale RWS Supply	92.2	77.4	77.4	77.4	77.4
Percent Cutback	31%	42%	42%	42%	42%

		Projected Supply by Year Type				
Agency	**2030 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	11.25	7.75	6.50	6.50	6.50	6.50
Brisbane / GVMID	0.94	0.65	0.54	0.54	0.54	0.54
Burlingame	3.92	2.70	2.27	2.27	2.27	2.27
Coastside CWD	1.17	0.81	0.68	0.68	0.68	0.68
CWS Total	27.04	18.61	15.63	15.63	15.63	15.63
Daly City	4.29	2.95	2.48	2.48	2.48	2.48
East Palo Alto	1.19	0.82	0.69	0.69	0.69	0.69
Estero MID	3.90	2.69	2.25	2.25	2.25	2.25
Hayward	14.74	10.15	8.52	8.52	8.52	8.52
Hillsborough	2.09	1.44	1.21	1.21	1.21	1.21
Menlo Park	2.58	1.78	1.49	1.49	1.49	1.49
Mid-Peninsula WD	2.82	1.94	1.63	1.63	1.63	1.63
Millbrae	1.91	1.31	1.10	1.10	1.10	1.10
Milpitas	5.30	3.65	3.06	3.06	3.06	3.06
Mountain View	7.87	5.42	4.55	4.55	4.55	4.55
North Coast CWD	2.23	1.54	1.29	1.29	1.29	1.29
Palo Alto	8.30	5.72	4.80	4.80	4.80	4.80
Purissima Hills WD	1.36	0.94	0.79	0.79	0.79	0.79
Redwood City	6.84	4.71	3.95	3.95	3.95	3.95
San Bruno	1.85	1.27	1.07	1.07	1.07	1.07
San Jose	4.50	3.10	2.60	2.60	2.60	2.60
Santa Clara	4.50	3.10	2.60	2.60	2.60	2.60
Stanford	1.77	1.22	1.02	1.02	1.02	1.02
Sunnyvale	10.72	7.38	6.20	6.20	6.20	6.20
Westborough WD	0.82	0.57	0.48	0.48	0.48	0.48
Total	**133.92**	**92.2**	**77.4**	**77.4**	**77.4**	**77.4**

For UWMP Tables 7-1 through Table 7-4

Base Year	2035
Scenario	With BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	136.32	136.32	136.32	136.32	136.32
Wholesale RWS Supply	91.3	77.8	77.8	77.8	77.8
Percent Cutback	33%	43%	43%	43%	43%

		Projected Supply by Year Type				
Agency	**2035 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	11.56	7.74	6.60	6.60	6.60	6.60
Brisbane / GVMID	0.95	0.64	0.54	0.54	0.54	0.54
Burlingame	3.99	2.67	2.28	2.28	2.28	2.28
Coastside CWD	1.16	0.78	0.66	0.66	0.66	0.66
CWS Total	26.89	18.01	15.35	15.35	15.35	15.35
Daly City	4.29	2.87	2.45	2.45	2.45	2.45
East Palo Alto	1.19	0.80	0.68	0.68	0.68	0.68
Estero MID	3.92	2.63	2.24	2.24	2.24	2.24
Hayward	15.66	10.49	8.93	8.93	8.93	8.93
Hillsborough	2.08	1.39	1.19	1.19	1.19	1.19
Menlo Park	2.64	1.77	1.51	1.51	1.51	1.51
Mid-Peninsula WD	2.97	1.99	1.69	1.69	1.69	1.69
Millbrae	1.99	1.33	1.14	1.14	1.14	1.14
Milpitas	5.35	3.58	3.05	3.05	3.05	3.05
Mountain View	8.12	5.44	4.63	4.63	4.63	4.63
North Coast CWD	2.29	1.53	1.31	1.31	1.31	1.31
Palo Alto	8.20	5.49	4.68	4.68	4.68	4.68
Purissima Hills WD	1.35	0.90	0.77	0.77	0.77	0.77
Redwood City	6.54	4.38	3.73	3.73	3.73	3.73
San Bruno	2.27	1.52	1.30	1.30	1.30	1.30
San Jose	4.50	3.01	2.57	2.57	2.57	2.57
Santa Clara	4.50	3.01	2.57	2.57	2.57	2.57
Stanford	1.96	1.31	1.12	1.12	1.12	1.12
Sunnyvale	11.15	7.47	6.36	6.36	6.36	6.36
Westborough WD	0.80	0.54	0.46	0.46	0.46	0.46
Total	**136.32**	**91.3**	**77.8**	**77.8**	**77.8**	**77.8**

For UWMP Tables 7-1 through Table 7-4

Base Year	2040
Scenario	With BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	140.57	140.57	140.57	140.57	140.57
Wholesale RWS Supply	91.1	77.2	77.2	77.2	77.2
Percent Cutback	35%	45%	45%	45%	45%

		Projected Supply by Year Type				
Agency	**2040 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	12.00	7.78	6.59	6.59	6.59	6.59
Brisbane / GVMID	0.97	0.63	0.53	0.53	0.53	0.53
Burlingame	4.15	2.69	2.28	2.28	2.28	2.28
Coastside CWD	1.16	0.75	0.64	0.64	0.64	0.64
CWS Total	26.93	17.45	14.79	14.79	14.79	14.79
Daly City	4.29	2.78	2.36	2.36	2.36	2.36
East Palo Alto	1.19	0.77	0.65	0.65	0.65	0.65
Estero MID	3.93	2.54	2.16	2.16	2.16	2.16
Hayward	16.82	10.90	9.24	9.24	9.24	9.24
Hillsborough	2.09	1.35	1.15	1.15	1.15	1.15
Menlo Park	2.71	1.75	1.49	1.49	1.49	1.49
Mid-Peninsula WD	3.18	2.06	1.75	1.75	1.75	1.75
Millbrae	2.09	1.35	1.15	1.15	1.15	1.15
Milpitas	5.41	3.51	2.97	2.97	2.97	2.97
Mountain View	8.59	5.57	4.72	4.72	4.72	4.72
North Coast CWD	2.37	1.53	1.30	1.30	1.30	1.30
Palo Alto	8.15	5.28	4.48	4.48	4.48	4.48
Purissima Hills WD	1.36	0.88	0.75	0.75	0.75	0.75
Redwood City	6.73	4.36	3.69	3.69	3.69	3.69
San Bruno	2.68	1.74	1.47	1.47	1.47	1.47
San Jose	4.50	2.92	2.47	2.47	2.47	2.47
Santa Clara	4.50	2.92	2.47	2.47	2.47	2.47
Stanford	2.02	1.31	1.11	1.11	1.11	1.11
Sunnyvale	11.92	7.73	6.55	6.55	6.55	6.55
Westborough WD	0.84	0.55	0.46	0.46	0.46	0.46
Total	**140.57**	**91.1**	**77.2**	**77.2**	**77.2**	**77.2**

For UWMP Tables 7-1 through Table 7-4

Base Year	2045
Scenario	With BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	144.11	144.11	144.11	144.11	144.11
Wholesale RWS Supply	91	76.7	76.7	76.7	76.7
Percent Cutback	37%	47%	47%	47%	47%

		Projected Supply by Year Type				
Agency	**2045 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	12.45	7.86	6.63	6.63	6.63	6.63
Brisbane / GVMID	0.97	0.61	0.52	0.52	0.52	0.52
Burlingame	4.30	2.72	2.29	2.29	2.29	2.29
Coastside CWD	1.16	0.73	0.62	0.62	0.62	0.62
CWS Total	26.80	16.92	14.26	14.26	14.26	14.26
Daly City	4.29	2.71	2.28	2.28	2.28	2.28
East Palo Alto	1.18	0.75	0.63	0.63	0.63	0.63
Estero MID	3.91	2.47	2.08	2.08	2.08	2.08
Hayward	18.14	11.45	9.65	9.65	9.65	9.65
Hillsborough	2.11	1.33	1.12	1.12	1.12	1.12
Menlo Park	2.76	1.75	1.47	1.47	1.47	1.47
Mid-Peninsula WD	3.39	2.14	1.80	1.80	1.80	1.80
Millbrae	2.18	1.38	1.16	1.16	1.16	1.16
Milpitas	5.46	3.45	2.91	2.91	2.91	2.91
Mountain View	9.04	5.71	4.81	4.81	4.81	4.81
North Coast CWD	2.36	1.49	1.26	1.26	1.26	1.26
Palo Alto	8.15	5.14	4.34	4.34	4.34	4.34
Purissima Hills WD	1.36	0.86	0.72	0.72	0.72	0.72
Redwood City	6.91	4.36	3.68	3.68	3.68	3.68
San Bruno	2.68	1.69	1.43	1.43	1.43	1.43
San Jose	4.50	2.84	2.40	2.40	2.40	2.40
Santa Clara	4.50	2.84	2.40	2.40	2.40	2.40
Stanford	2.07	1.31	1.10	1.10	1.10	1.10
Sunnyvale	12.58	7.94	6.70	6.70	6.70	6.70
Westborough WD	0.88	0.55	0.47	0.47	0.47	0.47
Total	**144.11**	**91.0**	**76.7**	**76.7**	**76.7**	**76.7**

For UWMP Tables 7-1 through Table 7-4

Base Year	2050
Scenario	With BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	148.35	148.35	148.35	148.35	148.35
Wholesale RWS Supply	91.4	76.6	76.6	76.6	76.6
Percent Cutback	38%	48%	48%	48%	48%

		Projected Supply by Year Type				
Agency	**2050 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	13.76	8.48	7.11	7.11	7.11	7.11
Brisbane / GVMID	0.97	0.60	0.50	0.50	0.50	0.50
Burlingame	4.44	2.74	2.29	2.29	2.29	2.29
Coastside CWD	1.16	0.71	0.60	0.60	0.60	0.60
CWS Total	26.89	16.57	13.89	13.89	13.89	13.89
Daly City	4.29	2.64	2.22	2.22	2.22	2.22
East Palo Alto	1.19	0.73	0.61	0.61	0.61	0.61
Estero MID	3.90	2.40	2.01	2.01	2.01	2.01
Hayward	19.71	12.14	10.17	10.17	10.17	10.17
Hillsborough	2.12	1.31	1.09	1.09	1.09	1.09
Menlo Park	2.83	1.75	1.46	1.46	1.46	1.46
Mid-Peninsula WD	3.43	2.11	1.77	1.77	1.77	1.77
Millbrae	2.29	1.41	1.18	1.18	1.18	1.18
Milpitas	5.52	3.40	2.85	2.85	2.85	2.85
Mountain View	9.55	5.88	4.93	4.93	4.93	4.93
North Coast CWD	2.36	1.46	1.22	1.22	1.22	1.22
Palo Alto	8.18	5.04	4.22	4.22	4.22	4.22
Purissima Hills WD	1.37	0.84	0.71	0.71	0.71	0.71
Redwood City	7.09	4.37	3.66	3.66	3.66	3.66
San Bruno	2.68	1.65	1.38	1.38	1.38	1.38
San Jose	4.50	2.77	2.32	2.32	2.32	2.32
Santa Clara	4.50	2.77	2.32	2.32	2.32	2.32
Stanford	2.13	1.31	1.10	1.10	1.10	1.10
Sunnyvale	12.58	7.75	6.50	6.50	6.50	6.50
Westborough WD	0.91	0.56	0.47	0.47	0.47	0.47
Total	**148.35**	**91.4**	**76.6**	**76.6**	**76.6**	**76.6**

For UWMP Tables 7-1 through Table 7-4

Base Year	2026
Scenario	Without BDP

Basis of Water Supply Data

Consecutive Dry Year	**2026**	**2027**	**2028**	**2029**	**2030**
Wholesale RWS Demand	130.1	130.9	131.6	132.4	133.2
Wholesale RWS Supply	130.1	130.9	131.6	132.4	133.2
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	**2025 RWS Purchases**	**2026**	**2027**	**2028**	**2029**	**2030**
Alameda CWD	10.08	10.08	11.25	11.56	12.00	12.45
Brisbane / GVMID	0.68	0.68	0.68	0.68	0.68	0.68
Burlingame	3.23	3.23	3.23	3.23	3.23	3.23
Coastside CWD	1.01	1.01	1.01	1.01	1.01	1.01
CWS Total	29.50	29.50	29.50	29.50	29.50	29.50
Daly City	3.55	3.55	3.55	3.55	3.55	3.55
East Palo Alto	1.72	1.72	1.72	1.72	1.72	1.72
Estero MID	3.78	3.78	3.78	3.78	3.78	3.78
Hayward	13.66	13.66	13.66	13.66	13.66	13.66
Hillsborough	2.32	2.32	2.32	2.32	2.32	2.32
Menlo Park	2.72	2.72	2.72	2.72	2.72	2.72
Mid-Peninsula WD	2.34	2.34	2.34	2.34	2.34	2.34
Millbrae	1.81	1.81	1.81	1.81	1.81	1.81
Milpitas	4.68	4.68	4.68	4.68	4.68	4.68
Mountain View	7.69	7.69	7.69	7.69	7.69	7.69
North Coast CWD	2.58	2.58	2.58	2.58	2.58	2.58
Palo Alto	9.31	9.31	9.31	9.31	9.31	9.31
Purissima Hills WD	1.51	1.51	1.51	1.51	1.51	1.51
Redwood City	7.43	7.43	7.43	7.43	7.43	7.43
San Bruno	1.03	1.03	1.03	1.03	1.03	1.03
San Jose	3.99	3.99	3.99	3.99	3.99	3.99
Santa Clara	2.91	2.91	2.91	2.91	2.91	2.91
Stanford	1.59	1.59	1.59	1.59	1.59	1.59
Sunnyvale	10.28	10.28	10.28	10.28	10.28	10.28
Westborough WD	0.70	0.70	0.70	0.70	0.70	0.70
Total	**130.12**	**130.12**	**131.28**	**131.59**	**132.03**	**132.48**

For UWMP Tables 7-1 through Table 7-4

Base Year	2030
Scenario	Without BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	133.9	133.9	133.9	133.9	133.9
Wholesale RWS Supply	133.9	133.9	133.9	133.9	133.9
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	**2030 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	11.25	11.25	11.25	11.25	11.25	11.25
Brisbane / GVMID	0.94	0.94	0.94	0.94	0.94	0.94
Burlingame	3.92	3.92	3.92	3.92	3.92	3.92
Coastside CWD	1.17	1.17	1.17	1.17	1.17	1.17
CWS Total	27.04	27.04	27.04	27.04	27.04	27.04
Daly City	4.29	4.29	4.29	4.29	4.29	4.29
East Palo Alto	1.19	1.19	1.19	1.19	1.19	1.19
Estero MID	3.90	3.90	3.90	3.90	3.90	3.90
Hayward	14.74	14.74	14.74	14.74	14.74	14.74
Hillsborough	2.09	2.09	2.09	2.09	2.09	2.09
Menlo Park	2.58	2.58	2.58	2.58	2.58	2.58
Mid-Peninsula WD	2.82	2.82	2.82	2.82	2.82	2.82
Millbrae	1.91	1.91	1.91	1.91	1.91	1.91
Milpitas	5.30	5.30	5.30	5.30	5.30	5.30
Mountain View	7.87	7.87	7.87	7.87	7.87	7.87
North Coast CWD	2.23	2.23	2.23	2.23	2.23	2.23
Palo Alto	8.30	8.30	8.30	8.30	8.30	8.30
Purissima Hills WD	1.36	1.36	1.36	1.36	1.36	1.36
Redwood City	6.84	6.84	6.84	6.84	6.84	6.84
San Bruno	1.85	1.85	1.85	1.85	1.85	1.85
San Jose	4.50	4.50	4.50	4.50	4.50	4.50
Santa Clara	4.50	4.50	4.50	4.50	4.50	4.50
Stanford	1.77	1.77	1.77	1.77	1.77	1.77
Sunnyvale	10.72	10.72	10.72	10.72	10.72	10.72
Westborough WD	0.82	0.82	0.82	0.82	0.82	0.82
Total	**133.92**	**133.92**	**133.92**	**133.92**	**133.92**	**133.92**

For UWMP Tables 7-1 through Table 7-4

Base Year	2035
Scenario	Without BDP

Basis of Water Supply Data

Consecutive Dry Year	1st/Single	2nd	3rd	4th	5th
Wholesale RWS Demand	136.3	136.3	136.3	136.3	136.3
Wholesale RWS Supply	136.3	136.3	136.3	136.3	136.3
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	2035 Proj. RWS	1st/Single Dry Year	2nd Dry Year	3rd Dry Year	4th Dry Year	5th Dry Year
Alameda CWD	11.56	11.56	11.56	11.56	11.56	11.56
Brisbane / GVMID	0.95	0.95	0.95	0.95	0.95	0.95
Burlingame	3.99	3.99	3.99	3.99	3.99	3.99
Coastside CWD	1.16	1.16	1.16	1.16	1.16	1.16
CWS Total	26.89	26.89	26.89	26.89	26.89	26.89
Daly City	4.29	4.29	4.29	4.29	4.29	4.29
East Palo Alto	1.19	1.19	1.19	1.19	1.19	1.19
Estero MID	3.92	3.92	3.92	3.92	3.92	3.92
Hayward	15.66	15.66	15.66	15.66	15.66	15.66
Hillsborough	2.08	2.08	2.08	2.08	2.08	2.08
Menlo Park	2.64	2.64	2.64	2.64	2.64	2.64
Mid-Peninsula WD	2.97	2.97	2.97	2.97	2.97	2.97
Millbrae	1.99	1.99	1.99	1.99	1.99	1.99
Milpitas	5.35	5.35	5.35	5.35	5.35	5.35
Mountain View	8.12	8.12	8.12	8.12	8.12	8.12
North Coast CWD	2.29	2.29	2.29	2.29	2.29	2.29
Palo Alto	8.20	8.20	8.20	8.20	8.20	8.20
Purissima Hills WD	1.35	1.35	1.35	1.35	1.35	1.35
Redwood City	6.54	6.54	6.54	6.54	6.54	6.54
San Bruno	2.27	2.27	2.27	2.27	2.27	2.27
San Jose	4.50	4.50	4.50	4.50	4.50	4.50
Santa Clara	4.50	4.50	4.50	4.50	4.50	4.50
Stanford	1.96	1.96	1.96	1.96	1.96	1.96
Sunnyvale	11.15	11.15	11.15	11.15	11.15	11.15
Westborough WD	0.80	0.80	0.80	0.80	0.80	0.80
Total	**136.32**	**136.32**	**136.32**	**136.32**	**136.32**	**136.32**

For UWMP Tables 7-1 through Table 7-4

Base Year	2040
Scenario	Without BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	140.6	140.6	140.6	140.6	140.6
Wholesale RWS Supply	140.6	140.6	140.6	140.6	140.6
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	**2040 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	12.00	12.00	12.00	12.00	12.00	12.00
Brisbane / GVMID	0.97	0.97	0.97	0.97	0.97	0.97
Burlingame	4.15	4.15	4.15	4.15	4.15	4.15
Coastside CWD	1.16	1.16	1.16	1.16	1.16	1.16
CWS Total	26.93	26.93	26.93	26.93	26.93	26.93
Daly City	4.29	4.29	4.29	4.29	4.29	4.29
East Palo Alto	1.19	1.19	1.19	1.19	1.19	1.19
Estero MID	3.93	3.93	3.93	3.93	3.93	3.93
Hayward	16.82	16.82	16.82	16.82	16.82	16.82
Hillsborough	2.09	2.09	2.09	2.09	2.09	2.09
Menlo Park	2.71	2.71	2.71	2.71	2.71	2.71
Mid-Peninsula WD	3.18	3.18	3.18	3.18	3.18	3.18
Millbrae	2.09	2.09	2.09	2.09	2.09	2.09
Milpitas	5.41	5.41	5.41	5.41	5.41	5.41
Mountain View	8.59	8.59	8.59	8.59	8.59	8.59
North Coast CWD	2.37	2.37	2.37	2.37	2.37	2.37
Palo Alto	8.15	8.15	8.15	8.15	8.15	8.15
Purissima Hills WD	1.36	1.36	1.36	1.36	1.36	1.36
Redwood City	6.73	6.73	6.73	6.73	6.73	6.73
San Bruno	2.68	2.68	2.68	2.68	2.68	2.68
San Jose	4.50	4.50	4.50	4.50	4.50	4.50
Santa Clara	4.50	4.50	4.50	4.50	4.50	4.50
Stanford	2.02	2.02	2.02	2.02	2.02	2.02
Sunnyvale	11.92	11.92	11.92	11.92	11.92	11.92
Westborough WD	0.84	0.84	0.84	0.84	0.84	0.84
Total	**140.57**	**140.57**	**140.57**	**140.57**	**140.57**	**140.57**

For UWMP Tables 7-1 through Table 7-4

Base Year	2045
Scenario	Without BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	144.1	144.1	144.1	144.1	144.1
Wholesale RWS Supply	144.1	144.1	144.1	144.1	144.1
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	**2045 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	12.45	12.45	12.45	12.45	12.45	12.45
Brisbane / GVMID	0.97	0.97	0.97	0.97	0.97	0.97
Burlingame	4.30	4.30	4.30	4.30	4.30	4.30
Coastside CWD	1.16	1.16	1.16	1.16	1.16	1.16
CWS Total	26.80	26.80	26.80	26.80	26.80	26.80
Daly City	4.29	4.29	4.29	4.29	4.29	4.29
East Palo Alto	1.18	1.18	1.18	1.18	1.18	1.18
Estero MID	3.91	3.91	3.91	3.91	3.91	3.91
Hayward	18.14	18.14	18.14	18.14	18.14	18.14
Hillsborough	2.11	2.11	2.11	2.11	2.11	2.11
Menlo Park	2.76	2.76	2.76	2.76	2.76	2.76
Mid-Peninsula WD	3.39	3.39	3.39	3.39	3.39	3.39
Millbrae	2.18	2.18	2.18	2.18	2.18	2.18
Milpitas	5.46	5.46	5.46	5.46	5.46	5.46
Mountain View	9.04	9.04	9.04	9.04	9.04	9.04
North Coast CWD	2.36	2.36	2.36	2.36	2.36	2.36
Palo Alto	8.15	8.15	8.15	8.15	8.15	8.15
Purissima Hills WD	1.36	1.36	1.36	1.36	1.36	1.36
Redwood City	6.91	6.91	6.91	6.91	6.91	6.91
San Bruno	2.68	2.68	2.68	2.68	2.68	2.68
San Jose	4.50	4.50	4.50	4.50	4.50	4.50
Santa Clara	4.50	4.50	4.50	4.50	4.50	4.50
Stanford	2.07	2.07	2.07	2.07	2.07	2.07
Sunnyvale	12.58	12.58	12.58	12.58	12.58	12.58
Westborough WD	0.88	0.88	0.88	0.88	0.88	0.88
Total	**144.11**	**144.11**	**144.11**	**144.11**	**144.11**	**144.11**

For UWMP Tables 7-2 through Table 7-4

Base Year	2050
Scenario	Without BDP

Basis of Water Supply Data

Consecutive Dry Year	**1st/Single**	**2nd**	**3rd**	**4th**	**5th**
Wholesale RWS Demand	148.3	148.3	148.3	148.3	148.3
Wholesale RWS Supply	148.3	148.3	148.3	148.3	148.3
Percent Cutback	0%	0%	0%	0%	0%

		Projected Supply by Year Type				
Agency	**2050 Proj. RWS**	**1st/Single Dry Year**	**2nd Dry Year**	**3rd Dry Year**	**4th Dry Year**	**5th Dry Year**
Alameda CWD	13.76	13.76	13.76	13.76	13.76	13.76
Brisbane / GVMID	0.97	0.97	0.97	0.97	0.97	0.97
Burlingame	4.44	4.44	4.44	4.44	4.44	4.44
Coastside CWD	1.16	1.16	1.16	1.16	1.16	1.16
CWS Total	26.89	26.89	26.89	26.89	26.89	26.89
Daly City	4.29	4.29	4.29	4.29	4.29	4.29
East Palo Alto	1.19	1.19	1.19	1.19	1.19	1.19
Estero MID	3.90	3.90	3.90	3.90	3.90	3.90
Hayward	19.71	19.71	19.71	19.71	19.71	19.71
Hillsborough	2.12	2.12	2.12	2.12	2.12	2.12
Menlo Park	2.83	2.83	2.83	2.83	2.83	2.83
Mid-Peninsula WD	3.43	3.43	3.43	3.43	3.43	3.43
Millbrae	2.29	2.29	2.29	2.29	2.29	2.29
Milpitas	5.52	5.52	5.52	5.52	5.52	5.52
Mountain View	9.55	9.55	9.55	9.55	9.55	9.55
North Coast CWD	2.36	2.36	2.36	2.36	2.36	2.36
Palo Alto	8.18	8.18	8.18	8.18	8.18	8.18
Purissima Hills WD	1.37	1.37	1.37	1.37	1.37	1.37
Redwood City	7.09	7.09	7.09	7.09	7.09	7.09
San Bruno	2.68	2.68	2.68	2.68	2.68	2.68
San Jose	4.50	4.50	4.50	4.50	4.50	4.50
Santa Clara	4.50	4.50	4.50	4.50	4.50	4.50
Stanford	2.13	2.13	2.13	2.13	2.13	2.13
Sunnyvale	12.58	12.58	12.58	12.58	12.58	12.58
Westborough WD	0.91	0.91	0.91	0.91	0.91	0.91
Total	**148.35**	**148.35**	**148.35**	**148.35**	**148.35**	**148.35**

Valley Water - Water Supply Reliability Tables

Average Year Supplies and Demands (Acre-feet rounded to nearlest 1,000)

Water Supply	2030	2035	2040	2045	2050
Surface water	56,000	76,000	77,000	76,000	76,000
Imported water	177,000	163,000	163,000	164,000	164,000
SFPUC Supply	50,000	51,000	52,000	53,000	54,000
Natural Groundwater Recharge	61,000	61,000	60,000	60,000	60,000
Recycled water (potable)	0	24,000	24,000	24,000	24,000
Recycled water (non-potable)	20,000	22,000	24,000	26,000	28,000
Supply Total	365,000	397,000	400,000	403,000	406,000
Demand Total	330,000	330,000	330,000	330,000	330,000
Difference (Surplus)	35,000	67,000	70,000	73,000	76,000

Single Dry Year Supplies and Demands (Acre-feet rounded to nearest 1,000)

Water Supply	2030	2035	2040	2045	2050
Surface water	11,000	10,000	10,000	10,000	10,000
Imported water	42,000	37,000	37,000	37,000	37,000
SFPUC Supply	30,000	31,000	32,000	33,000	32,000
Natural Groundwater Recharge	47,000	48,000	47,000	47,000	47,000
Recycled water (potable)	0	24,000	24,000	24,000	24,000
Recycled water (non-potable)	20,000	22,000	24,000	26,000	28,000
Supply from Storage	181,000	250,000	246,000	245,000	246,000
Supply Total	331,000	422,000	420,000	422,000	424,000
Demand Total	330,000	330,000	330,000	330,000	330,000
Difference	1,000	92,000	90,000	92,000	94,000

Multiple Dry Years Supplies and Demands (Acre-feet rounded to nearest 1,000)

		2030	2035	2040	2045	2050
First Year	Supply	232,000	242,000	243,000	225,000	223,000
	Supply from Storage	175,000	245,000	239,000	242,000	242,000
	Demand Totals	330,000	330,000	330,000	330,000	330,000
	Surplus/(Shortfall)	77,000	157,000	152,000	137,000	135,000
	WSCP Actions					
	Revised Difference					
Second Year	Supply	322,000	287,000	287,000	267,000	268,000
	Supply from Storage	136,000	212,000	196,000	188,000	186,000
	Demand Totals	330,000	330,000	330,000	330,000	330,000
	Surplus/(Shortfall)	128,000	169,000	153,000	125,000	124,000
	WSCP Actions					
	Revised Difference					
Third Year	Supply	262,000	231,000	232,000	203,000	204,000
	Supply from Storage	121,000	186,000	174,000	160,000	159,000
	Demand Totals	330,000	330,000	330,000	330,000	330,000
	Surplus/(Shortfall)	53,000	87,000	76,000	33,000	33,000
	WSCP Actions					
	Revised Difference					
Fourth Year	Supply	266,000	241,000	240,000	241,000	241,000
	Supply from Storage	35,000	121,000	106,000	63,000	63,000
	Demand Totals	330,000	330,000	330,000	330,000	330,000
	Surplus/(Shortfall)	(29,000)	32,000	16,000	(26,000)	(26,000)
	WSCP Actions	29,000			26,000	26,000
	Revised Difference	0			0	0
Fifth Year	Supply	277,000	304,000	309,000	282,000	282,000
	Supply from Storage	32,000	54,000	30,000	30,000	30,000
	Demand Totals	330,000	330,000	330,000	330,000	330,000
	Surplus/(Shortfall)	(21,000)	28,000	9,000	(18,000)	(18,000)
	WSCP Actions	21,000			18,000	18,000
	Revised Difference	0			0	0

Notes	
General	Values are rounded to the nearest 1,000 AF.
Imported Water	Based on CalSim 3 model runs for Delivery Capability Report 2025.
SFPUC Supplies	SFPUC deliveries are based on modeled supply reliability results and estimates provided by BAWSCA; values reflect scenarios that assume implementation of the Bay-Delta Plan Amendment.
Recycled Water	Non-potable recycled water supplies are based on projections provided by retailers and reflect anticipated future recycled water use. Potable recycled water supplies assumes implementation of the Pure Water Silicon Valley.
Demand	All model demands are based on the WSMP countywide demand of 330 TAF.
Supply Portfolio	Assumes Valley Water's Water Supply Master Plan 2050 low-cost portfolio: Semitropic storage (350 TAF) through 2035; groundwater banking (250 TAF) starting 2040; Sisk Reservoir expansion in 2035; DCP in 2045; Pure Water Silicon Valley in 2035.
Operations	Under normal year conditions, sustainable storage is maintained and no withdrawals from long-term storage are assumed; demands are met by incoming supplies. During droughts, stored water accumulated during normal and wet years is used to bridge gaps between reduced incoming supplies and demand.
Hydrology	Model period is 1922–2021; single dry year is 1977; multi-year drought is 1988–1992; this remains the most severe extended drought in the record.
Infrastructure	Anderson Reservoir is dewatered in 2030 and operational by 2035. Seismic upgrades to Calero, Guadalupe, Almaden, and Anderson are complete in the 2035 model runs and later.
Supply Definition	Reasonably available supply is water in storage above thresholds for emergency needs, subsidence protection, and operational withdrawal limits for each storage facility.
Shortage Response	In the 5-year drought, WSCP actions are required in years 4 and 5 for some future scenarios; these shortages are addressed through demand reduction and supply augmentation.

Appendix G

Water Shortage Contingency Plan

DRAFT

DRAFT PLAN | MAY 2026

City of Santa Clara
Water Shortage Contingency Plan

PREPARED FOR

City of Santa Clara

PREPARED BY

WEST YOST
Water. Engineered.

DRAFT

City of Santa Clara
Water Shortage Contingency Plan

Prepared for

City of Santa Clara

Project No. 1078-60-23-01

DRAFT

Prepared by: Elizabeth Drayer, PE, RCE #46872 Date

QA/QC Review: Rhodora Biagtan, PE, RCE #59371 Date

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DRAFT REPORT | MAY 2026

Table of Contents

1.0 Introduction 1

2.0 Water Supply Reliability Analysis 1

3.0 Annual Water Supply and Demand Assessment Procedures 1

3.1 Decision-Making Process 2

3.1.1 AWSDA Finding: Sufficient Water Supply to Meet Expected Demands 3

3.1.2 AWSDA Finding: Available Water Supply Will Not Meet Demands 3

3.2 Key Data Inputs 4

3.3 Assessment Methodology 5

4.0 Standard Water Shortage Levels 6

5.0 Shortage Response Actions 7

5.1 Demand Reduction Actions 8

5.2 Additional Mandatory Restrictions 10

5.2.1 Water Features and Swimming Pools 10

5.3 Supply Augmentation and Other Actions 10

5.4 Locally Appropriate Operational Changes 11

5.5 Emergency Response Plan 11

6.0 Communication Protocols 12

6.1 Communication for Foreseeable Events 12

6.2 Communication for Unforeseeable Events 13

7.0 Compliance and Enforcement 13

7.1 Compliance and Enforcement Procedures 13

8.0 Legal Authorities 14

9.0 Financial Consequences of WSCP 14

10.0 Monitoring and Reporting 15

11.0 WSCP Refinement Procedures 15

12.0 Plan Adoption, Submittal, and availability 16

DRAFT

Table of Contents

LIST OF TABLES

Table 1. Schedule of Annual Water Supply and Demand Assessment (AWSDA) Activities 2
Table 2. Schedule of Decision-Making Activities if AWSDA Indicates Supply May Not Meet Demands 4
Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1) 7
Table 4. Demand Reduction Actions (DWR Table 8-3 Retail) 9
Table 5. Supply Augmentation and Other Actions (DWR Table 8-2 Retail) 11

LIST OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AMI	Advanced Metering Infrastructure
AMR	Automated Meter Reading
AWSDA	Annual Water Supply and Demand Assessment
City	City of Santa Clara
County	Santa Clara County
CWC	California Water Code
Director	Director of Water & Sewer Utilities
DWR	Department of Water Resources
ERP	Emergency Response Plan
HCF	Hundred Cubic Feet
Legislature	California State Legislature
MG	Million Gallons
SB	Senate Bill
SCMC	City of Santa Clara Municipal Code
SFPUC	San Francisco Public Utilities Commission
UWMP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan

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Water Shortage Contingency Plan

1.0 INTRODUCTION

This plan presents the City of Santa Clara's (City) Water Shortage Contingency Plan (WSCP). The WSCP describes the City's strategic plan in preparation for and response to water shortages, with a goal to proactively prevent catastrophic service disruptions. It includes water shortage conditions and associated actions that will be implemented in the event of a water supply shortage. As part of the WSCP, the City's legal authorities, communication protocols, compliance, and enforcement, and monitoring and reporting are included.

A water shortage may occur due to several reasons, such as climate change, drought, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A water shortage means that the available water supply is insufficient to meet the normally expected customer water use.

In 2018, the California State Legislature (Legislature) enacted two policy bills, (Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedman)) (2018 Water Conservation Legislation), to establish a new foundation for drought planning to adapt to climate change and the resulting longer and more intense droughts in California. The 2018 Water Conservation Legislation set new requirements for water shortage contingency planning.

The City's WSCP is consistent with the 2018 Water Conservation Legislation requirements. The City intends for this WSCP to be an adaptive management plan so that it may assess response action effectiveness and adapt to emergencies and catastrophic events. Refinement procedures and adoption requirements are provided in this plan to allow the City to modify this WSCP outside of the Urban Water Management Plan (UWMP) process.

2.0 WATER SUPPLY RELIABILITY ANALYSIS

The City's water supply planning analysis and reliability are discussed in the City's most recent UWMP. A summary of the City's existing and projected water use is provided in Chapter 4 of the UWMP. Its existing and planned water supplies by source are described in Chapter 6. And its water supply reliability assessment and the drought risk assessment are provided in Chapter 7. The City's seismic risk assessment and mitigation plan are discussed in Chapter 8.

The City conducts an annual water supply and demand assessment to plan for potential water shortages, as described below in Section 3.0. The analysis associated with this WSCP was developed in the context of the City's water supply sources and reliability.

3.0 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Starting July 1, 2022, California Water Code (CWC) Section 10632.1 required water suppliers to conduct an Annual Water Supply and Demand Assessment (AWSDA) and submit an Annual Water Shortage Assessment Report to the Department of Water

Resources (DWR). The assessment is conducted for the current year's upcoming dry season and the next year, assuming that the next year will be a dry year. This WSCP provides the procedures for the City to conduct its AWSDA. The findings from that assessment will provide information for City's Annual Water Shortage Assessment Report.

The procedures provided in this section are intended to assist the City in planning for potential, foreseeable shortage in water supplies. These procedures provide the steps the City needs to take that may lead to declaring a water shortage emergency and associated water shortage level (see Section 4.0) and implementation of water shortage response actions (see Section 5.0).

3.1 Decision-Making Process

The City uses the decision-making process described in this section to consistently determine its water supply reliability on an annual basis. The City may adjust and improve this process as needed.

The City's Water & Sewer Utilities Department is responsible for preparing the City's AWSDA and Annual Water Shortage Assessment Report and for submitting the Annual Water Shortage Assessment Report to DWR by July 1 of each year. The Water & Sewer Utilities Department will gather key data inputs described in Section 3.2 and conduct the assessment in accordance with Section 3.3. Each year, the City performs the assessment based on the San Francisco Public Utilities Commission (SFPUC) and Valley Water's anticipated water deliveries. After completing the AWSDA, City staff presents the Annual Water Shortage Assessment Report to the Water & Sewer Utilities Director for review.

In general, the City will follow the schedule of activities shown in Table 1 for conducting the AWSDA and decision making. These activities are described in further detail in the following subsections. Due to variations in climate and hydrologic conditions, the start and end dates shown in the table are approximate and may be adjusted as needed. The intent of the schedule is to allow shortage response actions to effectively address anticipated water shortage conditions in a timely manner while complying with the State's reporting requirements.

Table 1. Schedule of Annual Water Supply and Demand Assessment (AWSDA) Activities

Schedule	Activities	Responsible Party
February	Obtain monthly water use data by customer type from Finance Department for previous year.	Water & Sewer Utility
February	Determine monthly water production data (surface water, potable groundwater, non-potable irrigation groundwater, recycled water) for previous year.	Water & Sewer Utility
February	Obtain population estimates for previous year from DOF (https://www.dof.ca.gov/Forecasting/Demographics/Estimates/)	Water & Sewer Utility
March	Complete analysis for previous year (supply and demand comparison, hydrologic and regulatory conditions, infrastructure constraints, etc.).	Water & Sewer Utility

Table 1. Schedule of Annual Water Supply and Demand Assessment (AWSDA) Activities

Schedule	Activities	Responsible Party
March	Calculate projected unconstrained demand for current year and identify/describe projection methods (projected population growth, etc.).	Water & Sewer Utility
April	Identify projected hydrologic conditions for current year and obtain any anticipated surface water supply constraints from wholesalers for current year.	Water & Sewer Utility
April	Determine current conditions of groundwater supply and groundwater table to anticipate any groundwater supply constraints for current year.	Water & Sewer Utility
April	Complete analysis for current year based on a "dry year." Determine the anticipated monthly water supply reliability for the current year using calculation spreadsheet.	Water & Sewer Utility
April	Determine if/when water supply shortages will occur and what WSCP stage the shortage will fall into. Determine what (if any) WSCP actions will need to be implemented to mitigate supply shortage.	Water & Sewer Utility
May	Prepare AWSDA presenting the findings and WSCP actions (if any) to be implemented.	Water & Sewer Utility
May / June	Present AWSDA findings to City Council, as needed.	Water & Sewer Utility
by July	Implement the WSCP actions as approved by City Council (if a water shortage is projected).	Water & Sewer Utility
July	Submit final AWSDA to DWR by July 1.	Water & Sewer Utility

Note: Months are approximate and may be adjusted based on climate and hydrologic conditions. July 1 due date is a firm date.

3.1.1 AWSDA Finding: Sufficient Water Supply to Meet Expected Demands

If the AWSDA finds that available water supply will be sufficient to meet expected demands for the current year and one subsequent dry year, no further action is required. City staff will submit the Annual Water Shortage Assessment Report to DWR by July 1 of each year.

3.1.2 AWSDA Finding: Available Water Supply Will Not Meet Demands

Should the AWSDA find that available supply will not meet expected demands, the City will coordinate interdepartmentally, with the region's other water service providers, and with Santa Clara County (County) for the possible proclamation of an emergency. The Water & Sewer Utilities Director or their designee will present the finalized assessment to City Council, along with recommendations on water shortage condition determination and actions. Recommended actions may include declaration of a water shortage emergency, declaration of a water shortage condition, and water shortage actions.

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Based on the findings of the AWSDA, if a water shortage condition exists, the City Council will adopt a resolution declaring a water shortage emergency and an associated water shortage condition and authorizing water shortage actions. The Water & Sewer Utilities will then prepare the City's Annual Water Shortage Assessment Report, incorporating the City Council determinations and approved actions. The schedule of decision-making activities is provided in Table 2. The start and end dates and the activities shown in this table are approximate and may be adjusted as needed.

Table 2. Schedule of Decision-Making Activities if AWSDA Indicates Supply May Not Meet Demands

Schedule	Activities	Responsible Party
May	Based on finalized determinations of Annual Assessment regarding water shortage condition and recommended actions, prepare recommendations on water shortage condition determination and actions.	Water & Sewer Utility and City Manager
May	Prepare ordinances or resolutions approving determinations and actions.	Water & Sewer Utility and City Attorney
May	Coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency.	Water & Sewer Utility
May	Based on determinations of the AWSDA, prepare the Annual Water Shortage Assessment Report with recommendations on water shortage condition. Submit to Water & Sewer Utilities Director.	Water & Sewer Utility
May	Present finalized determinations and recommendations to City Council, along with ordinances or resolutions approving determinations and actions.	Water & Sewer Utility and City Attorney
May / June	Receive presentation of finalized determinations and recommendations. Make determination of degree of emergency and act on resolutions that declare a water shortage emergency condition. Authorize water shortage response actions for implementation.	City Council
May / June	Revise AWSDA to include City Council determinations and approved actions.	Water & Sewer Utility
June	If a water shortage emergency condition is declared, implement the WSCP and the water shortage response actions as approved by City Council.	Water & Sewer Utility and City Attorney
July 1	Finalize AWSDA and Annual Water Shortage Assessment Report and submit to DWR (see Table 1).	Water & Sewer Utility

3.2 Key Data Inputs

The AWSDA is required to evaluate supply and demands for the current year and one subsequent dry year. The following key data inputs will be used to evaluate the City's water supply reliability.

Planned water supplies are used as input to the AWSDA for the current year and the following one dry year. The subsequent dry year may be similar to a single dry year as defined in Chapter 7 of the City's most recently adopted UWMP. In planning for water supplies, the following factors are considered:

- Hydrological conditions
- Regulatory conditions
- Contractual constraints
- Surface water and groundwater quality conditions
- Groundwater well production limitations
- Infrastructure capacity constraints or changes
- Capital improvement projects implementation
- Development Planning

Planned water supply sources and quantities will be described and be reasonably consistent with the supply projections in Chapter 6 (Normal-Year Water Supply Characterization) of the City's most recent UWMP. Should the supply sources and projections deviate significantly from the UWMP, the City will provide an explanation addressing the difference.

Planned unconstrained water demands are used as input to the AWSDA for the current year and the following one dry year. Unconstrained water demands are customer demands where no water conservation measures are in effect. In planning for water demands, the following factors are considered:

- Weather conditions
- Water year type
- Population changes (e.g., due to development projects)
- Anticipated new demands (e.g., changes to land use)
- Pending policy changes that may impact demands
- Infrastructure operations

Planned water demands types and quantities will be described and be reasonably consistent with the demand projections in Chapter 4 (Water Use Characterization) of the City's most recent UWMP. Should the demand projections deviate significantly from the UWMP, the City will provide an explanation addressing the difference.

3.3 Assessment Methodology

In preparing the AWSDA, the City will use the following assessment methodology and evaluation criteria to evaluate the City's water supply reliability for the current year and following one dry year.

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The City will use the AWSDA Reporting Tables workbook provided by DWR as a resource in the WUEdata Portal[1] to plan for current year and future year demands. Planned supply and demand inputs described in Section 3.2 will be entered in the spreadsheet in annual increments, or closer time intervals as necessary during water shortage conditions.

Supply and demand will be compared to determine the reliability of the City's water supply in the current year and the following one dry year. The City's water supply for the current year and the following dry year will be determined reliable if water supplies are equivalent to or exceed projected unconstrained water demands. If water supply cannot meet anticipated water demands in the current year or the following dry year, the extent of the water shortage condition will be determined, and the City will prepare response actions in accordance with this WSCP. If a water shortage is anticipated, the AWSDA findings will be presented to the City Council, along with recommended actions for City Council consideration.

4.0 STANDARD WATER SHORTAGE LEVELS

To provide a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions, the 2018 Water Conservation Legislation mandates that water suppliers plan for six standard water shortage levels that correspond to progressive ranges of up to 10, 20, 30, 40, 50 percent, and greater than 50 percent shortages from the normal reliability condition. Each shortage condition should correspond to additional actions water suppliers would implement to meet the severity of the impending shortages. A water shortage is the gap between available supply and projected demands.

Table 3 presents the City's water shortage levels, which align with the state's standard levels of water shortage. The City's water shortage levels apply to both foreseeable and unforeseeable water supply shortage conditions.

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[1] California Department of Water Resources. "Resources for Urban Water Suppliers." https://wuedata.water.ca.gov/manage_resources.asp?reportType=urban, last accessed September 22, 2025.

Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1)

☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%	1	Up to 10%
2	Up to 20%	2	Up to 20%
3	Up to 30%	3	Up to 30%
4	Up to 40%	4	Up to 40%
5	Up to 50%	5	Up to 50%
6	>50%	6	>50%
NOTES:			

As described in Section 3.0, the City will conduct an AWSDA to determine its water supply condition for the current year and a subsequent dry year. Preparing the AWSDA helps the City ascertain the need to declare a water shortage emergency and water shortage condition for foreseeable events. In certain cases, the City may need to declare a water shortage emergency due to unforeseen water supply interruptions.

When the City anticipates or identifies that water supplies may not be adequate to meet the normal water supply needs of its customers, the City Council may determine that a water shortage exists and consider a resolution to declare a water shortage emergency and associated level. The shortage level provides direction on shortage response actions, as further described below.

5.0 SHORTAGE RESPONSE ACTIONS

CWC Section 10632(a)(4) requires shortage response actions that align with the defined shortage levels. The City's shortage response actions consist of a combination of demand reduction, supply augmentation, and operational changes. The City's suite of response actions depends on the event that precipitates a water shortage level, the

time of the year the event occurs, the water supply sources available, and the condition of its water system infrastructure.

In general, the City plans to use a balanced approach, combining demand reduction, supply augmentation, and operational changes to respond to the event and the resulting water shortage level. The City will adapt its implementation of response actions to close the gap between water supplies and water demand and meet the water use goals associated with the declared water shortage level.

Meters within the City's water system allow the City to compare current water demands with demand reduction goals and adjust its shortage response actions accordingly. The City water system is fully equipped with meters which can be read periodically to track the extent of the effectiveness of the City's response actions.

Water production and water use can be compared to previous periods. This continuous monitoring allows the City to assess water system demands and compare it with its water demand reduction goals. The City may then adjust its shortage response actions as needed to balance demands with available water supplies. For example, the City may intensify its public outreach or more vigorously enforce compliance with water use prohibitions if needed water demand reduction goals are not met for any specific shortage level. Conversely, the City may reduce public outreach frequency or decrease compliance actions if demand reduction goals are exceeded.

The shortage response actions discussed in the following sections may be considered as tools that allow the City to respond to water shortage conditions. Shortage response actions are initiated at the shortage levels shown and continue to be implemented at higher shortage levels. Because the City may continuously monitor and adjust its response actions to reasonably equate demands with available supply, the extent to which the gap between water supplies and water demand will be reduced by implementation of each action is difficult to quantify and is provided as an estimate. Certain response actions, such as public outreach and enforcement, support the effectiveness of other response actions and do not have a quantifiable effect on their own.

5.1 Demand Reduction Actions

During water shortage conditions, the City plans to reduce demand by implementing the actions shown in Table 4. Demand reduction actions are organized by the triggering water shortage level, and each action includes an estimate of how much its implementation will reduce the shortage gap. For each demand reduction action, Table 4 also indicates if the City uses compliance actions such as penalties, charges, or other enforcement. Demand reduction actions are initiated at the shortage levels shown and will continue to be implemented at higher shortage levels.

Table 4. Demand Reduction Actions (DWR Table 8-3 Retail)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
1	Expand Public Information Campaign	Percentage	Studies have shown that a targeted public information campaign during a drought can reduce water use by 7 - 8%	--	Yes
1	Increase Water Waste Patrols	Percentage	0-1	--	Yes
1	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	Enforcement of permanent water use restriction Ordinance (Muni Code 13.15.080)	Yes
2	Increase Water Waste Patrols	Percentage	0-1	--	Yes
2	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	Enforcement of permanent water use restriction Ordinance (Muni Code 13.15.080)	Yes
2	Reduce System Water Loss	Percentage	0-10	--	Yes
2	Decrease Line Flushing	Percentage	0-1	--	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	0-1	--	Yes
2	Other	Percentage	0-1	Decorative water features must use recirculating water	Yes
2	Other - Prohibit use of potable water for construction and dust control	Percentage	0-1	--	Yes
2	Other water feature or swimming pool restriction	Percentage	0-1	--	Yes
2	Other	Percentage	0-1	New irrigation connections restricted to recycled water	Yes
2	Other	Percentage	0-1	Irrigation of golf courses restricted to recycled water	Yes
2	Landscape - Limit landscape irrigation to specific days	Percentage	5-10	Outdoor watering days may be restricted based on water supply conditions	Yes
3	Other	Percentage	0-1	Potable water use for decorative water features prohibited	Yes
3	Other	Percentage	0-1	Irrigation of golf courses except greens and tees restricted, shall use recycled water if available	Yes
3	Implement or Modify Drought Rate Structure or Surcharge	Percentage	5-30	--	Yes
3	Increase Frequency of Meter Reading	Percentage	0-5	--	Yes
4	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	The City shall apportion the City's available supply of water among customers in the most reasonable manner possible and the rules and regulations for water service may be amended to deal with the water shortage emergency condition (Muni Code 13.15.140)	Yes
5	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	The City shall apportion the City's available supply of water among customers in the most reasonable manner possible and the rules and regulations for water service may be amended to deal with the water shortage emergency condition (Muni Code 13.15.140)	Yes
6	Other	Percentage	0-1	New pool construction and filling prohibited	Yes
6	Other	Percentage	0-1	New irrigation connections prohibited, recycled water allowed without restriction	Yes

5.2 Additional Mandatory Restrictions

In addition to the demand reduction actions listed in Table 4, the City has other water use restrictions and prohibitions that are enforced at all times listed under Section 1.C of the City's Potable and Recycled Water System Rules and Regulations.[2] The State also mandates certain prohibitions, and the City will enforce all such requirements.

5.2.1 Water Features and Swimming Pools

Water shortage response would focus on providing sufficient supply to meet health and safety needs for residential customers. Tempering the uses for water features and swimming pools will be based on the severity of the water shortage condition. The relative total water use from these sources would be a consideration for how water features would be restricted during specific water shortage conditions. Water features are a relatively small discretionary use and may be impacted at any time during a triggered water shortage condition.

The City distinguishes special water features, such as decorative fountains and ponds, differently from pools and spas. Special water features are regulated separately. The City's Potable and Recycled Water System Rules and Regulations Section 1.C requires recirculating water systems to be used for all water features. For decorative water features, recycled water shall be used where available. Covers are required on all new swimming pools and spas.

5.3 Supply Augmentation and Other Actions

The City has approximately 28.8 million gallons (MG) of potable water storage within the City's service area to manage daily operations and mitigate the effects of a short-term (days) water supply interruption. As part of the City's operations, the City repairs and replaces water distribution system infrastructure to reduce water system losses. Sources available to the City include an extensive local underground aquifer and imported water supplies delivered by two wholesale water agencies, SFPUC and Valley Water.

In a water shortage emergency, the City may increase groundwater supply or supplies from SFPUC and Valley Water. Supply augmentation and other actions that the City may implement during water supply emergencies are summarized in Table 5.

[2] Potable and Recycled Water System Rules and Regulations City of Santa Clara, November 2024, https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities, last accessed April 15, 2026.

Table 5. Supply Augmentation and Other Actions (DWR Table 8-2 Retail)

Yes	the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
1	Other Actions (describe)	Percentage	10	Increase groundwater use if needed, combined with demand reduction actions
2	Other Actions (describe)	Percentage	20	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
3	Other Actions (describe)	Percentage	30	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
4	Other Actions (describe)	Percentage	40	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
5	Other Actions (describe)	Percentage	50	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
6	Other Actions (describe)	Percentage	>50	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand

5.4 Locally Appropriate Operational Changes

During a water shortage of any level, the City may elect to implement operational measures to support implementation of the WSCP. This may include hiring temporary workers, reassigning staff, and/or increasing overtime to provide staffing for a range of efforts, such as conducting Water Waste Patrols, implementing the communication protocols, responding to customer service requests, scheduling, and conducting site assessments and consultations, processing incentive and rebate applications, and increasing compliance and enforcement efforts. The City may also elect to increase monitoring of potable water usage, lower water system pressure and limit water main flushing. Operational changes will be considered at each level of water shortage to determine whether and when to implement such measures.

5.5 Emergency Response Plan

The City's water shortage levels outlined in Section 4.0 apply to both foreseeable and unforeseeable water supply shortage conditions, including catastrophic water shortage conditions.

The City's Emergency Response Plan (ERP) addresses catastrophic water shortage conditions. The ERP outlines response procedures associated with unforeseeable incidents such as a regional power outage, earthquake, infrastructure failure, and other events. More specifically, it addresses responses for water system losses including current water emergency interconnections, water demands under earthquake emergency conditions and non-earthquake emergencies. The ERP also identifies seven categories of response and the criteria that triggers that specific response to occur.

The communication procedures are also outlined in the ERP. In response to a drought, the ERP outlines the procedures the City is recommended to follow which includes: initial actions, continuous assessment and response procedures and after action monitoring and reporting. Steps for deactivation and demobilization of activated triggers and response actions are also identified to facilitate recovery procedures and return to normal operation. In addition, the effectiveness of the ERP is evaluated by the Department staff on a periodic basis. This is to ensure that procedures and practices developed in the ERP are adequate and implemented properly. To protect the security of the City's water system, the ERP is retained by the City as a confidential document.

6.0 COMMUNICATION PROTOCOLS

In the event of a water shortage, the City must inform its customers, the general public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event. City staff are provided with City email accounts and cell phones to communicate internally and externally.

6.1 Communication for Foreseeable Events

Water shortage may be foreseeable when the City conducts its AWSDA as described in Section 3.0. When the City determines the potential of a water shortage event, the City Council may determine and declare a water shortage emergency. The City will hold a duly noticed public meeting to present the current or predicted shortage. At the public meeting, the City Council will determine if a water shortage emergency condition exists and the degree of the emergency. The City Council will consider the shortage response actions triggered or anticipated to be triggered by the shortage level. As necessary, the City Council will act on the water shortage emergency declaration, associated water shortage level, and shortage response actions.

The City will follow the communication protocols and procedures below and may trigger any of them at any water shortage level:

1. If a water shortage emergency is anticipated, the City will coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency.
2. The City will issue a public notice for a City Council meeting during which the AWSDA findings and recommendations for a water shortage emergency and shortage response actions are presented.

3. The City will communicate actions to customers, the general public, and interested parties through a combination of bill stuffers and newsletters, website, press releases, and social media posts.
4. The City will communicate actions to relevant local, regional, and state officials and entities primarily through email correspondence.

6.2 Communication for Unforeseeable Events

A water shortage may also occur during unforeseeable events such as earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. The City's ERP provides specific communication protocols and procedures to convey actions during these events. The City may trigger these communication protocols, depending on the event. In general, communications and notifications will proceed along the identified chain of command. All City staff are provided their communication responsibilities. The ERP also provides a list of relevant contacts to notify at the local, regional, and state level.

7.0 COMPLIANCE AND ENFORCEMENT

This section describes how the City will ensure compliance with and enforcement of provisions of this WSCP. The City's procedures include protocols for treatment of violations and actions associated with more egregious levels of violation. The procedures include appeal and exemption processes.

7.1 Compliance and Enforcement Procedures

When a water shortage is anticipated, the City Council will adopt a resolution declaring a water shortage emergency condition and the regulations and restrictions that should be enforced in response to the declared water shortage level.

The City is metered system-wide, at production facilities and at each customer connection. Thus, water use can be quantified and compared to determine users' extent of compliance to water reduction requirements. The City may also become aware of non-compliance through water waste reporting by the general public, the City's dedicated water waste hotline, City staff inspections, and/or manual review of customer use data.

Upon receiving a water waste complaint, City staff will investigate the offending site's water use history and make site visits to determine the cause of the waste. City staff will then reach out to the site to educate them on the City's water waste policies and help them get into compliance. In addition, City staff uses this opportunity to further educate businesses and residents on current water conservation programs and what opportunities there may be to increase their water efficiency. While outreach and education typically brings most water wasters into compliance, the City does retain the ability to levy fines of up to $1,000 and the installation of a flow restrictor to frequent offenders, per the City of Santa Clara Municipal Code (SCMC) 13.15.220.

The Director of Water & Sewer Utilities or their designee is responsible for enforcement and penalties. Water users or property owners can appeal the notice of violation or the

administrative fee by submitting a written request for appeal to the Director of Water & Sewer Utilities, per the City's Potable and Recycled Water System Rules and Regulations.

8.0 LEGAL AUTHORITIES

SCMC Chapter 13.15 supports the City's ongoing water use restrictions, including provisions for enforcement. The SCMC does not contain provisions for additional restrictions on water use during water shortages. Should a water shortage occur, the City would need to adopt an emergency ordinance to restrict water use as needed. The emergency ordinance would support the City's water shortage contingency actions, including regulations and restrictions to be enacted in event of a water shortage.

At the time of a water shortage emergency, the City Council will, by resolution, declare a state of water shortage emergency and authorize implementation of the WSCP. A water shortage emergency declaration will be in effect upon proper findings made by the City Council and remain in effect until the City Council finds and declares by resolution that the water shortage emergency condition has abated, has changed in degree, or no longer exists.

When a water shortage is determined, the City will coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency in accordance with under California Government Code, California Emergency Services Act (Article 2, Section 8558).

In a duly noticed meeting, the City Council will determine whether a water shortage emergency condition exists and, if so, the degree of the emergency and what regulations and restrictions should be enforced in response to the shortage. The City shall declare a water shortage emergency in accordance with CWC Chapter 3 of Division 1.

> *California Water Code Division 1, Section 350:*
> *The governing body of a distributor of a public water supply…shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

The water shortage emergency declaration triggers communication protocols described in Section 6.0 and compliance and enforcement actions described in Section 7.0.

9.0 FINANCIAL CONSEQUENCES OF WSCP

Because the City bills its customers in part per unit volume of water consumed, the City may experience a reduction in revenue upon implementation of water shortage levels. The City policy is to maintain adequate water fund reserves in the event water shortage and subsequent demand reduction measures impact the City's revenue.

To mitigate the financial impacts of reduced water sales during a drought, the City Council has the authority to impose a drought surcharge on water rates. This surcharge could be

a flat fee per hundred cubic feet (HCF) that is intended to provide the City's water utility with dependable revenues when water use reduction plans are in effect. The City has traditionally used a "postage stamp" rate for all water sales. With reduction in sales, the fixed costs will remain, imposing a loss on the utility (expenses in excess of revenues). An advantage to the drought surcharge is that it is designed and set to allow sufficient revenue to meet all costs for the utility while also achieving conservation. The water utility also has reserves that it has used in the past as a rate stabilization fund. These reserves are being used to help reduce the rate impact from ever-increasing wholesale costs and the lower water sales due to the recent drought and slow recovery of water use. Additionally, the Utility is currently developing a long range financial and rate stabilization plan. The water utility's reserves are intended to be at the level that is sufficient to cover short-term loss of revenues due to a drought or other short-term catastrophic loss of sales. Reserves are adequately funded as part of the rate setting process.

10.0 MONITORING AND REPORTING

The City water system is fully metered, from its water supply sources to individual customer meters. These meters may be used as monitoring tools for compliance and reporting purposes. The City's water system is fully set up for automated meter reading (AMR); the City plans to upgrade the entire system to AMI as soon as reasonably possible. AMI would allow the City to monitor customer water usage in real time as necessary for assessing compliance with demand reduction actions and helping customers achieve reduction goals.

If reduction goals are not met through implementation of the WSCP (during any water shortage level), the Director of Water & Sewer Utilities (Director) will notify the City Council, and more stringent action will be taken. Additionally, if it is determined that this WSCP requires refinements to achieve reduction targets, the City will revise the WSCP according to the procedures discussed in Section 11.0 and then adopt it and make it available as discussed in Section 12.0.

11.0 WSCP REFINEMENT PROCEDURES

This WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that the City's shortage response actions and mitigation strategies are effective and produce the desired results. Based on monitoring described in Section 10.0 and the need for compliance and enforcement actions described in Section 7.0, the City may adjust its response actions and may modify its WSCP. When a revised WSCP is proposed, the revised WSCP will undergo the process described in Section 12.0 for adoption by the City Council and distribution to the County, its customers, and the general public.

Feedback from City staff and the public is important in refining or incorporating new actions. The City seeks input from staff who interface with customers to gauge the effectiveness of its response actions and for response action ideas. The City seeks input from its customers and the general public through its website and through regularly scheduled City Council meetings.

Customer water meter data may be evaluated for each customer sector or each individual customer. The City tracks water use violations and may evaluate their frequency to determine restrictions that customers may not be able to meet. This evaluation may also show water demand reduction actions that customers may effectively implement.

12.0 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The WSCP may be adopted concurrently with the City's UWMP, by separate resolution, and may be revised and adopted at any time by the City. Prior to adoption, a duly noticed public hearing is conducted. A hard copy and electronic copy of the WSCP will be submitted to DWR within 30 days of adoption.

No later than 30 days after submittal to DWR, copies of the WSCP will be available at the City's offices. A copy will also be provided to the County. An electronic copy of this WSCP will also be available for public review and download on the City's website.

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Appendix H

UWMP and WSCP Adoption Resolutions

Not included with this submittal.

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City of Santa Clara
Water Shortage Contingency Plan

Prepared for

City of Santa Clara

Project No. 1078-60-23-01

DRAFT

Prepared by: Elizabeth Drayer, PE, RCE #46872 Date

QA/QC Review: Rhodora Biagtan, PE, RCE #59371 Date

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Table of Contents

1.0 Introduction 1

2.0 Water Supply Reliability Analysis 1

3.0 Annual Water Supply and Demand Assessment Procedures 1

3.1 Decision-Making Process 2

3.1.1 AWSDA Finding: Sufficient Water Supply to Meet Expected Demands 3

3.1.2 AWSDA Finding: Available Water Supply Will Not Meet Demands 3

3.2 Key Data Inputs 4

3.3 Assessment Methodology 5

4.0 Standard Water Shortage Levels 6

5.0 Shortage Response Actions 7

5.1 Demand Reduction Actions 8

5.2 Additional Mandatory Restrictions 10

5.2.1 Water Features and Swimming Pools 10

5.3 Supply Augmentation and Other Actions 10

5.4 Locally Appropriate Operational Changes 11

5.5 Emergency Response Plan 11

6.0 Communication Protocols 12

6.1 Communication for Foreseeable Events 12

6.2 Communication for Unforeseeable Events 13

7.0 Compliance and Enforcement 13

7.1 Compliance and Enforcement Procedures 13

8.0 Legal Authorities 14

9.0 Financial Consequences of WSCP 14

10.0 Monitoring and Reporting 15

11.0 WSCP Refinement Procedures 15

12.0 Plan Adoption, Submittal, and availability 16

DRAFT

Table of Contents

LIST OF TABLES

Table 1. Schedule of Annual Water Supply and Demand Assessment (AWSDA) Activities 2
Table 2. Schedule of Decision-Making Activities if AWSDA Indicates Supply May Not Meet Demands 4
Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1) 7
Table 4. Demand Reduction Actions (DWR Table 8-3 Retail) 9
Table 5. Supply Augmentation and Other Actions (DWR Table 8-2 Retail) 11

LIST OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AMI	Advanced Metering Infrastructure
AMR	Automated Meter Reading
AWSDA	Annual Water Supply and Demand Assessment
City	City of Santa Clara
County	Santa Clara County
CWC	California Water Code
Director	Director of Water & Sewer Utilities
DWR	Department of Water Resources
ERP	Emergency Response Plan
HCF	Hundred Cubic Feet
Legislature	California State Legislature
MG	Million Gallons
SB	Senate Bill
SCMC	City of Santa Clara Municipal Code
SFPUC	San Francisco Public Utilities Commission
UWMP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan

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Water Shortage Contingency Plan

1.0 INTRODUCTION

This plan presents the City of Santa Clara's (City) Water Shortage Contingency Plan (WSCP). The WSCP describes the City's strategic plan in preparation for and response to water shortages, with a goal to proactively prevent catastrophic service disruptions. It includes water shortage conditions and associated actions that will be implemented in the event of a water supply shortage. As part of the WSCP, the City's legal authorities, communication protocols, compliance, and enforcement, and monitoring and reporting are included.

A water shortage may occur due to several reasons, such as climate change, drought, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A water shortage means that the available water supply is insufficient to meet the normally expected customer water use.

In 2018, the California State Legislature (Legislature) enacted two policy bills, (Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedman)) (2018 Water Conservation Legislation), to establish a new foundation for drought planning to adapt to climate change and the resulting longer and more intense droughts in California. The 2018 Water Conservation Legislation set new requirements for water shortage contingency planning.

The City's WSCP is consistent with the 2018 Water Conservation Legislation requirements. The City intends for this WSCP to be an adaptive management plan so that it may assess response action effectiveness and adapt to emergencies and catastrophic events. Refinement procedures and adoption requirements are provided in this plan to allow the City to modify this WSCP outside of the Urban Water Management Plan (UWMP) process.

2.0 WATER SUPPLY RELIABILITY ANALYSIS

The City's water supply planning analysis and reliability are discussed in the City's most recent UWMP. A summary of the City's existing and projected water use is provided in Chapter 4 of the UWMP. Its existing and planned water supplies by source are described in Chapter 6. And its water supply reliability assessment and the drought risk assessment are provided in Chapter 7. The City's seismic risk assessment and mitigation plan are discussed in Chapter 8.

The City conducts an annual water supply and demand assessment to plan for potential water shortages, as described below in Section 3.0. The analysis associated with this WSCP was developed in the context of the City's water supply sources and reliability.

3.0 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Starting July 1, 2022, California Water Code (CWC) Section 10632.1 required water suppliers to conduct an Annual Water Supply and Demand Assessment (AWSDA) and submit an Annual Water Shortage Assessment Report to the Department of Water

Resources (DWR). The assessment is conducted for the current year's upcoming dry season and the next year, assuming that the next year will be a dry year. This WSCP provides the procedures for the City to conduct its AWSDA. The findings from that assessment will provide information for City's Annual Water Shortage Assessment Report.

The procedures provided in this section are intended to assist the City in planning for potential, foreseeable shortage in water supplies. These procedures provide the steps the City needs to take that may lead to declaring a water shortage emergency and associated water shortage level (see Section 4.0) and implementation of water shortage response actions (see Section 5.0).

3.1 Decision-Making Process

The City uses the decision-making process described in this section to consistently determine its water supply reliability on an annual basis. The City may adjust and improve this process as needed.

The City's Water & Sewer Utilities Department is responsible for preparing the City's AWSDA and Annual Water Shortage Assessment Report and for submitting the Annual Water Shortage Assessment Report to DWR by July 1 of each year. The Water & Sewer Utilities Department will gather key data inputs described in Section 3.2 and conduct the assessment in accordance with Section 3.3. Each year, the City performs the assessment based on the San Francisco Public Utilities Commission (SFPUC) and Valley Water's anticipated water deliveries. After completing the AWSDA, City staff presents the Annual Water Shortage Assessment Report to the Water & Sewer Utilities Director for review.

In general, the City will follow the schedule of activities shown in Table 1 for conducting the AWSDA and decision making. These activities are described in further detail in the following subsections. Due to variations in climate and hydrologic conditions, the start and end dates shown in the table are approximate and may be adjusted as needed. The intent of the schedule is to allow shortage response actions to effectively address anticipated water shortage conditions in a timely manner while complying with the State's reporting requirements.

Table 1. Schedule of Annual Water Supply and Demand Assessment (AWSDA) Activities

Schedule	Activities	Responsible Party
February	Obtain monthly water use data by customer type from Finance Department for previous year.	Water & Sewer Utility
February	Determine monthly water production data (surface water, potable groundwater, non-potable irrigation groundwater, recycled water) for previous year.	Water & Sewer Utility
February	Obtain population estimates for previous year from DOF (https://www.dof.ca.gov/Forecasting/Demographics/Estimates/)	Water & Sewer Utility
March	Complete analysis for previous year (supply and demand comparison, hydrologic and regulatory conditions, infrastructure constraints, etc.).	Water & Sewer Utility

Table 1. Schedule of Annual Water Supply and Demand Assessment (AWSDA) Activities

Schedule	Activities	Responsible Party
March	Calculate projected unconstrained demand for current year and identify/describe projection methods (projected population growth, etc.).	Water & Sewer Utility
April	Identify projected hydrologic conditions for current year and obtain any anticipated surface water supply constraints from wholesalers for current year.	Water & Sewer Utility
April	Determine current conditions of groundwater supply and groundwater table to anticipate any groundwater supply constraints for current year.	Water & Sewer Utility
April	Complete analysis for current year based on a "dry year." Determine the anticipated monthly water supply reliability for the current year using calculation spreadsheet.	Water & Sewer Utility
April	Determine if/when water supply shortages will occur and what WSCP stage the shortage will fall into. Determine what (if any) WSCP actions will need to be implemented to mitigate supply shortage.	Water & Sewer Utility
May	Prepare AWSDA presenting the findings and WSCP actions (if any) to be implemented.	Water & Sewer Utility
May / June	Present AWSDA findings to City Council, as needed.	Water & Sewer Utility
by July	Implement the WSCP actions as approved by City Council (if a water shortage is projected).	Water & Sewer Utility
July	Submit final AWSDA to DWR by July 1.	Water & Sewer Utility

Note: Months are approximate and may be adjusted based on climate and hydrologic conditions. July 1 due date is a firm date.

3.1.1 AWSDA Finding: Sufficient Water Supply to Meet Expected Demands

If the AWSDA finds that available water supply will be sufficient to meet expected demands for the current year and one subsequent dry year, no further action is required. City staff will submit the Annual Water Shortage Assessment Report to DWR by July 1 of each year.

3.1.2 AWSDA Finding: Available Water Supply Will Not Meet Demands

Should the AWSDA find that available supply will not meet expected demands, the City will coordinate interdepartmentally, with the region's other water service providers, and with Santa Clara County (County) for the possible proclamation of an emergency. The Water & Sewer Utilities Director or their designee will present the finalized assessment to City Council, along with recommendations on water shortage condition determination and actions. Recommended actions may include declaration of a water shortage emergency, declaration of a water shortage condition, and water shortage actions.

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Based on the findings of the AWSDA, if a water shortage condition exists, the City Council will adopt a resolution declaring a water shortage emergency and an associated water shortage condition and authorizing water shortage actions. The Water & Sewer Utilities will then prepare the City's Annual Water Shortage Assessment Report, incorporating the City Council determinations and approved actions. The schedule of decision-making activities is provided in Table 2. The start and end dates and the activities shown in this table are approximate and may be adjusted as needed.

Table 2. Schedule of Decision-Making Activities if AWSDA Indicates Supply May Not Meet Demands

Schedule	Activities	Responsible Party
May	Based on finalized determinations of Annual Assessment regarding water shortage condition and recommended actions, prepare recommendations on water shortage condition determination and actions.	Water & Sewer Utility and City Manager
May	Prepare ordinances or resolutions approving determinations and actions.	Water & Sewer Utility and City Attorney
May	Coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency.	Water & Sewer Utility
May	Based on determinations of the AWSDA, prepare the Annual Water Shortage Assessment Report with recommendations on water shortage condition. Submit to Water & Sewer Utilities Director.	Water & Sewer Utility
May	Present finalized determinations and recommendations to City Council, along with ordinances or resolutions approving determinations and actions.	Water & Sewer Utility and City Attorney
May / June	Receive presentation of finalized determinations and recommendations. Make determination of degree of emergency and act on resolutions that declare a water shortage emergency condition. Authorize water shortage response actions for implementation.	City Council
May / June	Revise AWSDA to include City Council determinations and approved actions.	Water & Sewer Utility
June	If a water shortage emergency condition is declared, implement the WSCP and the water shortage response actions as approved by City Council.	Water & Sewer Utility and City Attorney
July 1	Finalize AWSDA and Annual Water Shortage Assessment Report and submit to DWR (see Table 1).	Water & Sewer Utility

3.2 Key Data Inputs

The AWSDA is required to evaluate supply and demands for the current year and one subsequent dry year. The following key data inputs will be used to evaluate the City's water supply reliability.

Planned water supplies are used as input to the AWSDA for the current year and the following one dry year. The subsequent dry year may be similar to a single dry year as defined in Chapter 7 of the City's most recently adopted UWMP. In planning for water supplies, the following factors are considered:

- Hydrological conditions
- Regulatory conditions
- Contractual constraints
- Surface water and groundwater quality conditions
- Groundwater well production limitations
- Infrastructure capacity constraints or changes
- Capital improvement projects implementation
- Development Planning

Planned water supply sources and quantities will be described and be reasonably consistent with the supply projections in Chapter 6 (Normal-Year Water Supply Characterization) of the City's most recent UWMP. Should the supply sources and projections deviate significantly from the UWMP, the City will provide an explanation addressing the difference.

Planned unconstrained water demands are used as input to the AWSDA for the current year and the following one dry year. Unconstrained water demands are customer demands where no water conservation measures are in effect. In planning for water demands, the following factors are considered:

- Weather conditions
- Water year type
- Population changes (e.g., due to development projects)
- Anticipated new demands (e.g., changes to land use)
- Pending policy changes that may impact demands
- Infrastructure operations

Planned water demands types and quantities will be described and be reasonably consistent with the demand projections in Chapter 4 (Water Use Characterization) of the City's most recent UWMP. Should the demand projections deviate significantly from the UWMP, the City will provide an explanation addressing the difference.

3.3 Assessment Methodology

In preparing the AWSDA, the City will use the following assessment methodology and evaluation criteria to evaluate the City's water supply reliability for the current year and following one dry year.

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The City will use the AWSDA Reporting Tables workbook provided by DWR as a resource in the WUEdata Portal[1] to plan for current year and future year demands. Planned supply and demand inputs described in Section 3.2 will be entered in the spreadsheet in annual increments, or closer time intervals as necessary during water shortage conditions.

Supply and demand will be compared to determine the reliability of the City's water supply in the current year and the following one dry year. The City's water supply for the current year and the following dry year will be determined reliable if water supplies are equivalent to or exceed projected unconstrained water demands. If water supply cannot meet anticipated water demands in the current year or the following dry year, the extent of the water shortage condition will be determined, and the City will prepare response actions in accordance with this WSCP. If a water shortage is anticipated, the AWSDA findings will be presented to the City Council, along with recommended actions for City Council consideration.

4.0 STANDARD WATER SHORTAGE LEVELS

To provide a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions, the 2018 Water Conservation Legislation mandates that water suppliers plan for six standard water shortage levels that correspond to progressive ranges of up to 10, 20, 30, 40, 50 percent, and greater than 50 percent shortages from the normal reliability condition. Each shortage condition should correspond to additional actions water suppliers would implement to meet the severity of the impending shortages. A water shortage is the gap between available supply and projected demands.

Table 3 presents the City's water shortage levels, which align with the state's standard levels of water shortage. The City's water shortage levels apply to both foreseeable and unforeseeable water supply shortage conditions.

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[1] California Department of Water Resources. "Resources for Urban Water Suppliers." https://wuedata.water.ca.gov/manage_resources.asp?reportType=urban, last accessed September 22, 2025.

Table 3. Water Shortage Contingency Plan Levels (DWR Table 8-1)

☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%	1	Up to 10%
2	Up to 20%	2	Up to 20%
3	Up to 30%	3	Up to 30%
4	Up to 40%	4	Up to 40%
5	Up to 50%	5	Up to 50%
6	>50%	6	>50%
NOTES:			

As described in Section 3.0, the City will conduct an AWSDA to determine its water supply condition for the current year and a subsequent dry year. Preparing the AWSDA helps the City ascertain the need to declare a water shortage emergency and water shortage condition for foreseeable events. In certain cases, the City may need to declare a water shortage emergency due to unforeseen water supply interruptions.

When the City anticipates or identifies that water supplies may not be adequate to meet the normal water supply needs of its customers, the City Council may determine that a water shortage exists and consider a resolution to declare a water shortage emergency and associated level. The shortage level provides direction on shortage response actions, as further described below.

5.0 SHORTAGE RESPONSE ACTIONS

CWC Section 10632(a)(4) requires shortage response actions that align with the defined shortage levels. The City's shortage response actions consist of a combination of demand reduction, supply augmentation, and operational changes. The City's suite of response actions depends on the event that precipitates a water shortage level, the

time of the year the event occurs, the water supply sources available, and the condition of its water system infrastructure.

In general, the City plans to use a balanced approach, combining demand reduction, supply augmentation, and operational changes to respond to the event and the resulting water shortage level. The City will adapt its implementation of response actions to close the gap between water supplies and water demand and meet the water use goals associated with the declared water shortage level.

Meters within the City's water system allow the City to compare current water demands with demand reduction goals and adjust its shortage response actions accordingly. The City water system is fully equipped with meters which can be read periodically to track the extent of the effectiveness of the City's response actions.

Water production and water use can be compared to previous periods. This continuous monitoring allows the City to assess water system demands and compare it with its water demand reduction goals. The City may then adjust its shortage response actions as needed to balance demands with available water supplies. For example, the City may intensify its public outreach or more vigorously enforce compliance with water use prohibitions if needed water demand reduction goals are not met for any specific shortage level. Conversely, the City may reduce public outreach frequency or decrease compliance actions if demand reduction goals are exceeded.

The shortage response actions discussed in the following sections may be considered as tools that allow the City to respond to water shortage conditions. Shortage response actions are initiated at the shortage levels shown and continue to be implemented at higher shortage levels. Because the City may continuously monitor and adjust its response actions to reasonably equate demands with available supply, the extent to which the gap between water supplies and water demand will be reduced by implementation of each action is difficult to quantify and is provided as an estimate. Certain response actions, such as public outreach and enforcement, support the effectiveness of other response actions and do not have a quantifiable effect on their own.

5.1 Demand Reduction Actions

During water shortage conditions, the City plans to reduce demand by implementing the actions shown in Table 4. Demand reduction actions are organized by the triggering water shortage level, and each action includes an estimate of how much its implementation will reduce the shortage gap. For each demand reduction action, Table 4 also indicates if the City uses compliance actions such as penalties, charges, or other enforcement. Demand reduction actions are initiated at the shortage levels shown and will continue to be implemented at higher shortage levels.

Table 4. Demand Reduction Actions (DWR Table 8-3 Retail)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
1	Expand Public Information Campaign	Percentage	Studies have shown that a targeted public information campaign during a drought can reduce water use by 7 - 8%	--	Yes
1	Increase Water Waste Patrols	Percentage	0-1	--	Yes
1	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	Enforcement of permanent water use restriction Ordinance (Muni Code 13.15.080)	Yes
2	Increase Water Waste Patrols	Percentage	0-1	--	Yes
2	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	Enforcement of permanent water use restriction Ordinance (Muni Code 13.15.080)	Yes
2	Reduce System Water Loss	Percentage	0-10	--	Yes
2	Decrease Line Flushing	Percentage	0-1	--	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	0-1	--	Yes
2	Other	Percentage	0-1	Decorative water features must use recirculating water	Yes
2	Other - Prohibit use of potable water for construction and dust control	Percentage	0-1	--	Yes
2	Other water feature or swimming pool restriction	Percentage	0-1	--	Yes
2	Other	Percentage	0-1	New irrigation connections restricted to recycled water	Yes
2	Other	Percentage	0-1	Irrigation of golf courses restricted to recycled water	Yes
2	Landscape - Limit landscape irrigation to specific days	Percentage	5-10	Outdoor watering days may be restricted based on water supply conditions	Yes
3	Other	Percentage	0-1	Potable water use for decorative water features prohibited	Yes
3	Other	Percentage	0-1	Irrigation of golf courses except greens and tees restricted, shall use recycled water if available	Yes
3	Implement or Modify Drought Rate Structure or Surcharge	Percentage	5-30	--	Yes
3	Increase Frequency of Meter Reading	Percentage	0-5	--	Yes
4	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	The City shall apportion the City's available supply of water among customers in the most reasonable manner possible and the rules and regulations for water service may be amended to deal with the water shortage emergency condition (Muni Code 13.15.140)	Yes
5	Other	Percentage	Boosts the effectiveness of other methods - not readily quantifiable	The City shall apportion the City's available supply of water among customers in the most reasonable manner possible and the rules and regulations for water service may be amended to deal with the water shortage emergency condition (Muni Code 13.15.140)	Yes
6	Other	Percentage	0-1	New pool construction and filling prohibited	Yes
6	Other	Percentage	0-1	New irrigation connections prohibited, recycled water allowed without restriction	Yes

5.2 Additional Mandatory Restrictions

In addition to the demand reduction actions listed in Table 4, the City has other water use restrictions and prohibitions that are enforced at all times listed under Section 1.C of the City's Potable and Recycled Water System Rules and Regulations.[2] The State also mandates certain prohibitions, and the City will enforce all such requirements.

5.2.1 Water Features and Swimming Pools

Water shortage response would focus on providing sufficient supply to meet health and safety needs for residential customers. Tempering the uses for water features and swimming pools will be based on the severity of the water shortage condition. The relative total water use from these sources would be a consideration for how water features would be restricted during specific water shortage conditions. Water features are a relatively small discretionary use and may be impacted at any time during a triggered water shortage condition.

The City distinguishes special water features, such as decorative fountains and ponds, differently from pools and spas. Special water features are regulated separately. The City's Potable and Recycled Water System Rules and Regulations Section 1.C requires recirculating water systems to be used for all water features. For decorative water features, recycled water shall be used where available. Covers are required on all new swimming pools and spas.

5.3 Supply Augmentation and Other Actions

The City has approximately 28.8 million gallons (MG) of potable water storage within the City's service area to manage daily operations and mitigate the effects of a short-term (days) water supply interruption. As part of the City's operations, the City repairs and replaces water distribution system infrastructure to reduce water system losses. Sources available to the City include an extensive local underground aquifer and imported water supplies delivered by two wholesale water agencies, SFPUC and Valley Water.

In a water shortage emergency, the City may increase groundwater supply or supplies from SFPUC and Valley Water. Supply augmentation and other actions that the City may implement during water supply emergencies are summarized in Table 5.

[2] Potable and Recycled Water System Rules and Regulations City of Santa Clara, November 2024, https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities, last accessed April 15, 2026.

Table 5. Supply Augmentation and Other Actions (DWR Table 8-2 Retail)

Yes	the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
1	Other Actions (describe)	Percentage	10	Increase groundwater use if needed, combined with demand reduction actions
2	Other Actions (describe)	Percentage	20	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
3	Other Actions (describe)	Percentage	30	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
4	Other Actions (describe)	Percentage	40	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
5	Other Actions (describe)	Percentage	50	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand reduction actions
6	Other Actions (describe)	Percentage	>50	Increase groundwater use, SFPUC, and/or Valley Water to supplement supply that is deficient, combined with demand

5.4 Locally Appropriate Operational Changes

During a water shortage of any level, the City may elect to implement operational measures to support implementation of the WSCP. This may include hiring temporary workers, reassigning staff, and/or increasing overtime to provide staffing for a range of efforts, such as conducting Water Waste Patrols, implementing the communication protocols, responding to customer service requests, scheduling, and conducting site assessments and consultations, processing incentive and rebate applications, and increasing compliance and enforcement efforts. The City may also elect to increase monitoring of potable water usage, lower water system pressure and limit water main flushing. Operational changes will be considered at each level of water shortage to determine whether and when to implement such measures.

5.5 Emergency Response Plan

The City's water shortage levels outlined in Section 4.0 apply to both foreseeable and unforeseeable water supply shortage conditions, including catastrophic water shortage conditions.

The City's Emergency Response Plan (ERP) addresses catastrophic water shortage conditions. The ERP outlines response procedures associated with unforeseeable incidents such as a regional power outage, earthquake, infrastructure failure, and other events. More specifically, it addresses responses for water system losses including current water emergency interconnections, water demands under earthquake emergency conditions and non-earthquake emergencies. The ERP also identifies seven categories of response and the criteria that triggers that specific response to occur.

The communication procedures are also outlined in the ERP. In response to a drought, the ERP outlines the procedures the City is recommended to follow which includes: initial actions, continuous assessment and response procedures and after action monitoring and reporting. Steps for deactivation and demobilization of activated triggers and response actions are also identified to facilitate recovery procedures and return to normal operation. In addition, the effectiveness of the ERP is evaluated by the Department staff on a periodic basis. This is to ensure that procedures and practices developed in the ERP are adequate and implemented properly. To protect the security of the City's water system, the ERP is retained by the City as a confidential document.

6.0 COMMUNICATION PROTOCOLS

In the event of a water shortage, the City must inform its customers, the general public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event. City staff are provided with City email accounts and cell phones to communicate internally and externally.

6.1 Communication for Foreseeable Events

Water shortage may be foreseeable when the City conducts its AWSDA as described in Section 3.0. When the City determines the potential of a water shortage event, the City Council may determine and declare a water shortage emergency. The City will hold a duly noticed public meeting to present the current or predicted shortage. At the public meeting, the City Council will determine if a water shortage emergency condition exists and the degree of the emergency. The City Council will consider the shortage response actions triggered or anticipated to be triggered by the shortage level. As necessary, the City Council will act on the water shortage emergency declaration, associated water shortage level, and shortage response actions.

The City will follow the communication protocols and procedures below and may trigger any of them at any water shortage level:

1. If a water shortage emergency is anticipated, the City will coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency.
2. The City will issue a public notice for a City Council meeting during which the AWSDA findings and recommendations for a water shortage emergency and shortage response actions are presented.

3. The City will communicate actions to customers, the general public, and interested parties through a combination of bill stuffers and newsletters, website, press releases, and social media posts.
4. The City will communicate actions to relevant local, regional, and state officials and entities primarily through email correspondence.

6.2 Communication for Unforeseeable Events

A water shortage may also occur during unforeseeable events such as earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. The City's ERP provides specific communication protocols and procedures to convey actions during these events. The City may trigger these communication protocols, depending on the event. In general, communications and notifications will proceed along the identified chain of command. All City staff are provided their communication responsibilities. The ERP also provides a list of relevant contacts to notify at the local, regional, and state level.

7.0 COMPLIANCE AND ENFORCEMENT

This section describes how the City will ensure compliance with and enforcement of provisions of this WSCP. The City's procedures include protocols for treatment of violations and actions associated with more egregious levels of violation. The procedures include appeal and exemption processes.

7.1 Compliance and Enforcement Procedures

When a water shortage is anticipated, the City Council will adopt a resolution declaring a water shortage emergency condition and the regulations and restrictions that should be enforced in response to the declared water shortage level.

The City is metered system-wide, at production facilities and at each customer connection. Thus, water use can be quantified and compared to determine users' extent of compliance to water reduction requirements. The City may also become aware of non-compliance through water waste reporting by the general public, the City's dedicated water waste hotline, City staff inspections, and/or manual review of customer use data.

Upon receiving a water waste complaint, City staff will investigate the offending site's water use history and make site visits to determine the cause of the waste. City staff will then reach out to the site to educate them on the City's water waste policies and help them get into compliance. In addition, City staff uses this opportunity to further educate businesses and residents on current water conservation programs and what opportunities there may be to increase their water efficiency. While outreach and education typically brings most water wasters into compliance, the City does retain the ability to levy fines of up to $1,000 and the installation of a flow restrictor to frequent offenders, per the City of Santa Clara Municipal Code (SCMC) 13.15.220.

The Director of Water & Sewer Utilities or their designee is responsible for enforcement and penalties. Water users or property owners can appeal the notice of violation or the

administrative fee by submitting a written request for appeal to the Director of Water & Sewer Utilities, per the City's Potable and Recycled Water System Rules and Regulations.

8.0 LEGAL AUTHORITIES

SCMC Chapter 13.15 supports the City's ongoing water use restrictions, including provisions for enforcement. The SCMC does not contain provisions for additional restrictions on water use during water shortages. Should a water shortage occur, the City would need to adopt an emergency ordinance to restrict water use as needed. The emergency ordinance would support the City's water shortage contingency actions, including regulations and restrictions to be enacted in event of a water shortage.

At the time of a water shortage emergency, the City Council will, by resolution, declare a state of water shortage emergency and authorize implementation of the WSCP. A water shortage emergency declaration will be in effect upon proper findings made by the City Council and remain in effect until the City Council finds and declares by resolution that the water shortage emergency condition has abated, has changed in degree, or no longer exists.

When a water shortage is determined, the City will coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency in accordance with under California Government Code, California Emergency Services Act (Article 2, Section 8558).

In a duly noticed meeting, the City Council will determine whether a water shortage emergency condition exists and, if so, the degree of the emergency and what regulations and restrictions should be enforced in response to the shortage. The City shall declare a water shortage emergency in accordance with CWC Chapter 3 of Division 1.

> *California Water Code Division 1, Section 350:*
> *The governing body of a distributor of a public water supply…shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

The water shortage emergency declaration triggers communication protocols described in Section 6.0 and compliance and enforcement actions described in Section 7.0.

9.0 FINANCIAL CONSEQUENCES OF WSCP

Because the City bills its customers in part per unit volume of water consumed, the City may experience a reduction in revenue upon implementation of water shortage levels. The City policy is to maintain adequate water fund reserves in the event water shortage and subsequent demand reduction measures impact the City's revenue.

To mitigate the financial impacts of reduced water sales during a drought, the City Council has the authority to impose a drought surcharge on water rates. This surcharge could be

a flat fee per hundred cubic feet (HCF) that is intended to provide the City's water utility with dependable revenues when water use reduction plans are in effect. The City has traditionally used a "postage stamp" rate for all water sales. With reduction in sales, the fixed costs will remain, imposing a loss on the utility (expenses in excess of revenues). An advantage to the drought surcharge is that it is designed and set to allow sufficient revenue to meet all costs for the utility while also achieving conservation. The water utility also has reserves that it has used in the past as a rate stabilization fund. These reserves are being used to help reduce the rate impact from ever-increasing wholesale costs and the lower water sales due to the recent drought and slow recovery of water use. Additionally, the Utility is currently developing a long range financial and rate stabilization plan. The water utility's reserves are intended to be at the level that is sufficient to cover short-term loss of revenues due to a drought or other short-term catastrophic loss of sales. Reserves are adequately funded as part of the rate setting process.

10.0 MONITORING AND REPORTING

The City water system is fully metered, from its water supply sources to individual customer meters. These meters may be used as monitoring tools for compliance and reporting purposes. The City's water system is fully set up for automated meter reading (AMR); the City plans to upgrade the entire system to AMI as soon as reasonably possible. AMI would allow the City to monitor customer water usage in real time as necessary for assessing compliance with demand reduction actions and helping customers achieve reduction goals.

If reduction goals are not met through implementation of the WSCP (during any water shortage level), the Director of Water & Sewer Utilities (Director) will notify the City Council, and more stringent action will be taken. Additionally, if it is determined that this WSCP requires refinements to achieve reduction targets, the City will revise the WSCP according to the procedures discussed in Section 11.0 and then adopt it and make it available as discussed in Section 12.0.

11.0 WSCP REFINEMENT PROCEDURES

This WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that the City's shortage response actions and mitigation strategies are effective and produce the desired results. Based on monitoring described in Section 10.0 and the need for compliance and enforcement actions described in Section 7.0, the City may adjust its response actions and may modify its WSCP. When a revised WSCP is proposed, the revised WSCP will undergo the process described in Section 12.0 for adoption by the City Council and distribution to the County, its customers, and the general public.

Feedback from City staff and the public is important in refining or incorporating new actions. The City seeks input from staff who interface with customers to gauge the effectiveness of its response actions and for response action ideas. The City seeks input from its customers and the general public through its website and through regularly scheduled City Council meetings.

Customer water meter data may be evaluated for each customer sector or each individual customer. The City tracks water use violations and may evaluate their frequency to determine restrictions that customers may not be able to meet. This evaluation may also show water demand reduction actions that customers may effectively implement.

12.0 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The WSCP may be adopted concurrently with the City's UWMP, by separate resolution, and may be revised and adopted at any time by the City. Prior to adoption, a duly noticed public hearing is conducted. A hard copy and electronic copy of the WSCP will be submitted to DWR within 30 days of adoption.

No later than 30 days after submittal to DWR, copies of the WSCP will be available at the City's offices. A copy will also be provided to the County. An electronic copy of this WSCP will also be available for public review and download on the City's website.

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