City of Santa Clara

Joint Meeting Agenda of the City Council and Authorities Concurrent & Santa Clara Stadium Authority Board

Tuesday, March 24, 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.

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1.A 26-266 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: City of Santa Clara v. Bogard Construction, Inc., et al; Santa Clara County Superior Court case number 23CV424421

1.B 26-319 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: City of Santa Clara v. 891 Laurelwood LLC; Santa Clara County Superior Court case number: 25CV472883

Conference with Real Property Negotiators
Pursuant to Gov. Code § 54956.8

Property: 891 Laurelwood, Santa Clara, CA 95054 (APN 101-11-004)
City Negotiator: Jovan Grogan, City Manager (or designee)
Negotiating Parties: 891 Laurelwood LLC and South Bay Windows, Inc
Under Negotiation: Purchase of Real Property Interests (provisions, price and terms of payment)

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)

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

SPECIAL ORDER OF BUSINESS

2.A 26-247 Proclamation of March 2026 as Red Cross Month

2.B 26-248 Recognition of the Silicon Valley Lunar New Year Together Committee in honor of the Silicon Valley New Year Together Celebration

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.]

3.A 26-312 Action on the February 10, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 24, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

Recommendation: Approve the February 10, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 24, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

3.B 26-6 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
City-School Liaison Committee Meeting - November 12, 2025
Planning Commission - February 11, 2026
Historical and Landmarks Commission - December 4, 2025
Neighborhood University Relations Committee - October 20, 2025
Downtown Community Task Force - October 16, 2025
Bicycle and Pedestrian Advisory Committee - October 27, 2025

3.C 26-283 Action on Monthly Financial Status and Investment Reports for January 2026 and Approval of the Related Budget Amendments

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for January 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, increase the Other Revenue estimate and the Non-Departmental budget for the "Mission Meets the Moment" campaign, with a net impact of $25,000;
   b. In the Expendable Trust Fund, increase the Other Agencies Revenue estimate and the Silicon Valley Animal Control Authority appropriations for the Information Technology and Public Works Departments, with a net impact of $45,000; and
   c. In the Fire Operating Grant Trust Fund, increase the Other Agencies Revenue Estimate and the USAR Training Reimbursement appropriation, with a net impact of $3,520.

Five affirmative Council votes required to allocate additional revenue

3.D 26-138 Action on the City of Santa Clara Federally Funded Grants' Single Audit Report for Fiscal Year Ended June 30, 2025

Recommendation: Note and file the City of Santa Clara Single Audit Report for the year ended June 30, 2025, as recommended by the City Council Audit Committee.

3.E 26-218 Action to Authorize the City Manager to Negotiate and Execute an Agreement with Anixter Inc. for the Purchase of High-Voltage Circuit Breakers for Silicon Valley Power, for a Total Not-to-Exceed Compensation of $20,842,000 and Approve Related Budget Amendments

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute an agreement with Anixter, Inc. (Agreement) for the purchase of high-voltage circuit breakers, for approximately a three-year agreement term, plus a five-year warranty period, with a maximum compensation of $20,842,000, 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 (a) take any actions as necessary to implement and administer the Agreement and associated purchase orders, and (b) negotiate and execute amendments to the Agreement for (i) additional circuit breaker procurements; (ii) address issues during the design and fabrication of the circuit breakers, and (iii) make de minimis changes, subject to the maximum compensation set forth above and the review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 budget amendments:
    a. In the Electric Utility Fund, increase the transfer to the Electric Utility Capital Fund and reduce the Operations and Maintenance Reserve Ending Fund Balance by $20,842,000 (**five affirmative City Council votes required for the use of unused balances**); and
    b. In the Electric Utility Capital Fund, increase the transfer from the Electric Utility Fund and establish the NRS 80kA Breakers Replacement Project in the amount of $20,842,000 **(five affirmative City Council votes required to appropriate additional revenue)**.

3.F **26-17110** Action on the Proposed Standstill Agreement for the Santana Terrace Apartments with Alpha Z San Jose Apt 1, LLC, Located at 190 N. Winchester Boulevard to Extend the Time for Refinance Lenders to Comply with Affordability Covenants Consistent with Fannie Mae/Freddie Mac Loan Requirements

Recommendation: Approve and authorize the City Manager to execute the Standstill Agreement for the Santana Terrace Project on the terms presented in a final form approved by the City Attorney.

3.G **26-199** Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with Intertek USA, Inc., to Provide Non-Destructive Examination, Consulting, and Engineering Services for Silicon Valley Power, for a Total Not-to-Exceed Compensation of $1,050,000

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15303 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; and
2. Authorize the City Manager or designee to (a) negotiate and execute amendments to the agreement with Intertek USA, Inc. (Agreement) for non-destructive examination, consulting, and engineering services for Silicon Valley Power to: (i) increase the maximum compensation to $1,050,000; (ii) add or delete services associated with the services; (iii) adjust rates in accordance with the Agreement's rate adjustment provisions; and (iv) make de minimis changes; and (b) take any actions as necessary to implement and administer the Agreement, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

3.H 26-15110 Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with KONE, Inc. for Citywide Elevator Maintenance and Repair Services to Increase the Total Not-to-Exceed Maximum Compensation to $1,148,452, Inclusive of All Option Years

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. Authorize the City Manager or designee to execute amendments to the agreement with KONE, Inc. for citywide elevator maintenance and repair services, to increase the maximum compensation up to $1,148,452, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with KONE, Inc., including exercising up to five one-year options in accordance with the agreement through February 28, 2031, and to negotiate and execute future amendment(s) to (a) add or delete City facilities and/or related 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.

3.I **26-113** Action to Authorize the City Manager to Execute Amendment No. 2 to the Software License and Support Agreement with Siemens Industry Inc., for the EnergyIP Meter Data Management System for a Total Not-to-Exceed Compensation of $1,543,419, and Ratify Previous Payments Exceeding City Council Authorization

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 2 to the Software License and Support Agreement (SLMA) with Siemens Industries, Inc., for the EnergyIP Meter Data Management System, for a maximum compensation amount of $1,543,419, for the period from August 18, 2009, to June 30, 2030, subject to budget appropriations and the review and approval as to form by the City Attorney;
2. Ratify previous expenditures made under the SLMA in an amount of $777,553 for the period from August 18, 2009, through June 30, 2025; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the SLMA, and negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) adjust future rates consistent with market conditions, and (c) make de minimis changes, subject to budget appropriations and the review and approval as to form by the City Attorney.

3.J 26-208 Action to Authorize the City Manager to Execute Amendment No. 2 to the Agreement with Z'Onion Creative Group LLC to Provide Marketing and Communications Services, for a Total Not-to-Exceed Compensation of $560,000

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 2 to the Agreement with Z'Onion Creative Group LLC (Agreement) to increase the maximum compensation by $310,000 for marketing and communication services, for a revised not-to-exceed maximum compensation amount of $560,000, subject to the appropriation of funds; and
2. Authorize the City Manager or designee to take all actions necessary to implement and administer the Agreement, 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.

3.K 26-134 Action on the 2025 General Plan Annual Progress Report (APR)

Recommendation: Accept the General Plan Annual Progress Report as presented by staff for submittal to the California Department of Housing and Community Development (HCD).

3.L 26-170 Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations From 5453 Great America Parkway to 5200 Patrick Henry Drive to 2895 Northwestern Parkway, With an Estimated Cost of $9,741

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Facilities) 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 with an estimated cost of $9,741, located from 5453 Great America Parkway to 5200 Patrick Henry Drive to 2895 Northwestern Parkway, is 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 this public work consistent with this authorization.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A 26-232 Action on an Amendment No.1 to the Agreement with Advanced Integrated Pest Management for Pest Control Services at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount by $82,500, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the Agreement with Advanced Integrated Pest Management for pest control services at Levi's Stadium to increase the maximum compensation by $82,500 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2.
2. Authorize the Executive Director to approve future amendments to the Agreement with Advanced Integrated Pest Management to: (a) exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $86,625 to cover services from April 1, 2027 to March 31, 2028, adjust the compensation to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, and (b) increase the total not-to-exceed amount by up to an additional $25,000 as contingency for unanticipated services, which may be utilized during the fourth or fifth contract years, all subject to the same basic terms and conditions and budget appropriations.
3. Authorize the Executive Director to approve future amendment to the Agreement with Advanced Integrated Pest Management, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $45,478 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations.
4. The total not-to-exceed maximum compensation

for the Agreement with Advanced Integrated Pest Management, inclusive of contingency and all contract years, shall not exceed $489,603.

4.B 26-233 Action on an Amendment No. 1 to the Agreement with Gachina Landscape Management, Inc. for Landscaping Services at Levi's Stadium to Extend the Term by One Year, Update the Compensation and Fee Schedule, and Add a Termination for Convenience Clause

Recommendation: Approve the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Gachina Landscaping Management, Inc. to extend the term through March 31, 2027, in an amount not-to-exceed $40,000 for the fourth contract year and not-to-exceed $250,000 over the four-year term, subject to budget appropriations, update the compensation and fee schedule with Exhibit B-1, and add a termination for convenience clause.

4.C 26-315 Action on an Amendment No. 1 to the Agreement with West Coast Turf for the Supply, Delivery, and Installation of Sod for the Field at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 with West Coast Turf for supply, delivery, and installation of sod services at Levi's Stadium to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2 and Schedule A-1;
2. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation fee schedule to reflect rate increases not to exceed 5% upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $840,000 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

4.D 26-311 Action on Amendment No. 2 to the Agreement with KPMG LLP for Auditing and Consulting Services for the Santa Clara Stadium Authority

Recommendation: Approve and authorize the Executive Director or designee to execute Amendment No. 2 to the Agreement with KPMG LLP for audit and consulting services to extend the term of the agreement to June 30, 2026 in a final form approved by the Stadium Authority Counsel.

4.E 26-313 Action on an Amendment No. 2 to the Agreement with Integrated Communication Systems for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 2 to the Agreement with Integrated Communication System for fire alarm testing, inspections, maintenance, and related services at Levi's Stadium to increase the maximum compensation by $160,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2;
2. Authorize the Executive Director to approve future amendments to the Agreement with Integrated Communication Systems to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $168,000 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with Integrated Communication System, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $88,200 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement with Integrated Communication Systems, inclusive of all contract years and the six-month extension period, shall not exceed

$824,200.

4.F 26-316 Action on an Amendment No. 3 to the Agreement with Everon LLC for Fire Sprinkler Testing, Inspection, and Maintenance Services to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 3 to the Agreement with Everon LLC for fire sprinkler testing, inspection, and maintenance services at Levi's Stadium to increase the maximum compensation by $94,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to Exhibit B-2;
2. Authorize the Executive Director to approve future amendments to the Agreement with Everon LLC to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $97,800 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with Everon LLC, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the total not-to-exceed amount by $49,862 to cover six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement with Everon LLC, inclusive of all contract years and the six-month extension period, shall not exceed $494,562.

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

5. 26-295 Action on Monthly Financial Status and Investment Reports for December 2025 and Approve the Related Budget Amendments (ITEMS 2b AND 2e CONTINUED FROM MARCH 10, 2026)

Recommendation: 2. Approve the FY 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 1 of the staff report):

b. In the Downtown Parking Maintenance District Fund, transfers funding to the Public Buildings Fund and decreases the unrestricted ending fund balance, with a net impact of $0; and

e. In the Public Buildings Capital Fund, recognizes a transfer from the Downtown Parking Maintenance District Fund and establishes a Public Facilities Paid Parking project, with a net impact of $180,000.

Five affirmative Council votes required to appropriate additional revenue, allocate unused balances

PUBLIC HEARING/GENERAL BUSINESS

6. **26-172** Public Hearing: Adoption of a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in Association with the County Weed Abatement Program for 2026

Recommendation:
1. Determine the proposed actions are exempt from CEQA pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of Title 14 of the California Code of Regulations;
2. Accept the recommendation from the City's Code Enforcement for the removal of the four (4) properties who have demonstrated compliance from the County's 2026 Commencement Report; and
3. Adopt a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in the City of Santa Clara on the Identified Parcels in Accordance with City Code Chapter 8.15 and in Association with the County Weed Abatement Program (Attachment 7).

7. **26-135** Public Hearing: Opportunity for Public Comment on the First Version of the DRAFT FY 2026/27 Annual Action Plan for the Use of Federal Housing and Urban Development (HUD) Grant Funds

Recommendation: Approve the 2026-2027 DRAFT Annual Action Plan and direct staff to include public comments in the final version to be presented to the City Council on May 5, 2026.

8. **26-273** Informational Report Regarding the Santa Clara Police Department's Automated License Plate Reader (ALPR) Policy, Compliance Review, and Program Operations

Recommendation: Note and file Information Report.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, April 7, 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.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

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

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

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

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

26-266 Agenda Date: 3/24/2026

SUBJECT

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

Name of case: City of Santa Clara v. Bogard Construction, Inc., et al; Santa Clara County Superior Court case number 23CV424421

26-319 Agenda Date: 3/24/2026

SUBJECT

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

Name of case: City of Santa Clara v. 891 Laurelwood LLC; Santa Clara County Superior Court case number: 25CV472883

Conference with Real Property Negotiators
Pursuant to Gov. Code § 54956.8

Property: 891 Laurelwood, Santa Clara, CA 95054 (APN 101-11-004)
City Negotiator: Jovan Grogan, City Manager (or designee)
Negotiating Parties: 891 Laurelwood LLC and South Bay Windows, Inc
Under Negotiation: Purchase of Real Property Interests (provisions, price and terms of payment)

26-247 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT
Proclamation of March 2026 as Red Cross Month

BACKGROUND
The American Red Cross was founded by American nurse Clara Barton in 1881. Inspired by the Swiss Red Cross network, Clara Barton campaigned for the American Red Cross as an organization to conduct domestic and overseas disaster relief efforts.

President Franklin D. Roosevelt issued the first Red Cross Month proclamation in 1943 to honor the organization's work and raise awareness on its mission. Since then, every United States president has proclaimed March as Red Cross Month.

Red Cross Month is an opportunity for cities to recognize Red Cross volunteers. Red Cross volunteers make a difference in local neighborhoods and across the nation by preparing, responding, and recovering from disasters and emergencies, by donating blood and through financial contributions.

The mission of the Red Cross is to prevent and alleviate human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross relies on their workforce, 90% of which are volunteers, to help millions of people, especially during local home fires, wildfires, as well as national hurricanes, and the COVID-19 pandemic.

The humanitarian effort of the American Red Cross is a symbolism for the hope and relief they promote around the world. By providing basic human needs, the Red Cross helps keep the dignity of the people they are serving regardless of their economic, ethnic, or social status.

DISCUSSION
At the March 24, 2026, City Council meeting, the City Council will proclaim March 2026 as Red Cross Month. Executive Director Reagan Lund and Board Member Saksham Gakhar from the Silicon Valley Chapter of the American Red Cross will accept the proclamation.

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 March 2026 as Red Cross Month

City of Santa Clara

Proclamation

WHEREAS, more than 140 years ago, the American Red Cross was founded by Clara Barton as a humanitarian organization to prevent and alleviate human suffering. President Franklin D. Roosevelt issued the first Red Cross Month proclamation in 1943 to raise awareness of the organization and its humanitarian mission, and since then every president has issued a Red Cross Month proclamation; and

WHEREAS, the mission of the American Red Cross is to prevent and alleviate human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors; it is guided by seven fundamental principles including humanity, impartiality, and independence; and

WHEREAS, American Red Cross volunteers provide emergency shelter, food and comfort for families displaced by fires and other disasters, and donate lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; and

WHEREAS, Red Cross Month is a time to honor the kindness of the neighbors who aid families in need every day in Santa Clara, across the United States, and around the world, as their dedication touches millions of lives each year.

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

RED CROSS MONTH

in the City of Santa Clara and do hereby encourage all Santa Clarans to support the organization's humanitarian mission.

Given under my hand and the Seal of the City of Santa Clara, California, this 24TH day of March 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

KELLY G. COX
COUNCILMEMBER , DISTRICT 6

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

26-248 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT
Recognition of the Silicon Valley Lunar New Year Together Committee in honor of the Silicon Valley New Year Together Celebration

BACKGROUND
Staff collaborated with the Economic Development and Marketing Committee (EDMC) on the Where the Mission Meets the Moment campaign to support the community through the Major Community Events (MCE) program in 2026. The City also worked with local organizations to support and amplify approved partner-led events under the campaign.

The Silicon Valley New Year Together Celebration, one of the largest multicultural Lunar New Year festivals and night markets in Silicon Valley, was held January 31-February 1, 2026, in Santa Clara. The event brought together a wide range of cultural communities, including Vietnamese, Chinese, Korean, Indian, Filipino, Japanese, Portuguese, Cambodian, and Mongolian communities, to celebrate heritage, arts, music, and cultural traditions.

The two-day celebration attracted an estimated 30,000 attendees and provided an opportunity for sponsors and participants to support diversity, cultural visibility, and a vibrant multicultural community.

DISCUSSION
In 2026, the Silicon Valley New Year Together Celebration marked its 5th annual event. The celebration was created by the Silicon Valley Lunar New Year Together Committee, comprised of Ding Ding TV/Silicon Valley Community Media and OMG Entertainment. The group worked with the Economic Development and Marketing Committee to plan the event as part of the City of Santa Clara’s 2026 community events.

Ding Ding TV/Silicon Valley Community Media amplifies Asian American voices through storytelling, media, and community programs, helping to build bridges across cultures. The organization is also the creator of Asian American Stories, a movement that brings together organizations and families to share their journeys and strengthen community identity.

OMG Entertainment specializes in marketing and large-scale event planning, bringing dynamic themed events to local communities.

Diana Ding of Ding Ding TV/Silicon Valley Community Media, along with committee members, will be in attendance to receive a commendation on behalf of the Silicon Valley Lunar New Year Together Committee in recognition of their work in organizing the Silicon Valley New Year Together Celebration.

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.

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

ATTACHMENTS
1. Commendation for the Silicon Valley Lunar New Year Together Committee in honor of the Silicon Valley New Year Together Celebration

City of Santa Clara

Commendation

WHEREAS, as the largest multicultural Lunar New Year Festival and Night Market in Silicon Valley, the Silicon Valley New Year Together celebration brings together Vietnamese, Chinese, Korean, Indian, Filipino, Japanese, Portuguese, Cambodian, Mongolian, and many other communities to honor heritage, music, arts, family traditions, and community pride .and

WHEREAS, with 30,000 plus attendees, the Silicon Valley New Year Together Celebration has become a signature cultural destination and a powerful opportunity for sponsors to support diversity, visibility, and a thriving multicultural community; and

WHEREAS, 2026 marked the 5th annual Silicon Valley New Year Together Celebration created by the Silicon Valley Lunar New Year Together Committee, comprised of Ding Ding TV and OMG Entertainment; and

WHEREAS, Ding Ding TV/ Silicon Valley Community Media through storytelling, media, and community programs amplifies Asian American voices and builds bridges across cultures. OMG Entertainment specializes in marketing and large-scale event planning, bringing exciting, themed events to local communities.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the Santa Clara City Council, do hereby recognize and congratulate the

SILICON VALLEY LUNAR NEW YEAR TOGETHER COMMITTEE

in honor of the 2026 Silicon Valley New Year Together Celebration.

Given under my hand and the Seal of the City of Santa Clara, California, this 24th day of March 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

26-312 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action on the February 10, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 24, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

RECOMMENDATION

Approve the February 10, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 24, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

02/10/202626 **7:00 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:
  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.

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 7:06 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** is participating remotely under the "Just Cause" Provision of SB 707.

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

Mayor Gillmor provided some remarks recognizing City staff for their hard work and noting the successful delivery of Superbowl LX.

City Manager Grogan expressed his appreciation to City staff for their commitment, professionalism, and effective coordination in supporting the successful delivery of Super Bowl LX.

Council comments followed.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

26-176 Community Events 2026 Post Meeting Material

1. 26-30 Proclamation of February 2026 as Black History Month

Mayor Gillmor, on behalf of the **Council**, proclaimed February 2026 as Black History Month.

Milan Balinton (Executive Director, African American Community Services Agency) accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Council/Boardmember Jain pulled Items 2.C and 2.D.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Counci/BoardImember Hardy, to approve the Consent Calendar (except Items 2.C and 2.D)

Aye: 7 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/ Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

2.A 26-81 Action on the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

Recommendation: Approve the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to approve the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Aye: 7 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/ Boardmember Hardy, Council/Boardmember Park, Council/ Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

2.B 26-3 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Parks & Recreation Commission - June 9, 2025
Parks & Recreation Commission - July 14, 2025
Parks & Recreation Commission - August 18, 2025
Parks & Recreation Commission - October 20, 2025
Youth Commission - May 13, 2025
Youth Commission - September 16, 2025
Youth Commission - October 14, 2025
Youth Commission - November 18, 2025
Youth Commission - December 9, 2025
Cultural Commission - June 2, 2025
Cultural Commission - July 7, 2025
Cultural Commission - August 4, 2025
Cultural Commission - October 6, 2025
Cultural Commission - November 3, 2025
Cultural Commission - December 1, 2025

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to note and file the Minutes of: Parks & Recreation Commission - June 9, 2025, Parks & Recreation Commission - July 14, 2025, Parks & Recreation Commission - August 18, 2025, Parks & Recreation Commission - October 20, 2025, Youth Commission - May 13, 2025, Youth Commission - September 16, 2025, Youth Commission - October 14, 2025, Youth Commission - November 18, 2025, Youth Commission - December 9, 2025, Cultural Commission - June 2, 2025, Cultural Commission - July 7, 2025, Cultural Commission - August 4, 2025, Cultural Commission - October 6, 2025, Cultural Commission - November 3, 2025, and Cultural Commission - December 1, 2025.

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

2.D 26-15010 Action to Award a Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, for a Not-to-Exceed Amount of $12,889,123, Inclusive of a 15% Contingency, Funded by the Electric Utility Capital Fund, and Approve a Related Budget Amendment

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to sections 15302 (Class 2 - Replacement and Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. On the facts presented, determine that further public bidding would be impractical and not in the best interests of the City, and award the Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, in the amount of $11,207,933, and authorize the City Manager or designee to execute and negotiate a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project, and approving any necessary change orders not to exceed a 15% contingency, or $1,681,190, for a total contract amount not to exceed $12,889,123, funded by the Electric Utility Capital Fund and subject to the review and approval as to form by the City Attorney; and
4. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Other Revenue estimate and the Juliette Substation Expansion project in the amount of $13,056,000 **(five affirmative Council votes required to appropriate additional revenue).**

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to (1) determine that the proposed actions are exempt from CEQA pursuant to sections 15302 (Class 2 - Replacement and Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; (2) on the facts presented, determine that further public bidding would be impractical and not in the best interests of the City, and award the Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, in the amount of $11,207,933, and authorize the City Manager or designee to execute and negotiate a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney; (3)

authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project, and approving any necessary change orders not to exceed a 15% contingency, or $1,681,190, for a total contract amount not to exceed $12,889,123, funded by the Electric Utility Capital Fund and subject to the review and approval as to form by the City Attorney; and (4) approve the Fiscal Year 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Other Revenue estimate and the Juliette Substation Expansion project in the amount of $13,056,000.

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

2.E 26-16930 Approval of the Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations

Recommendation: Approve in the form presented the updated Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to approve in the form presented the updated Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations.

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

2.F 26-47 Action on a Resolution to Rename the existing “Advisory Committee” on Deferred Compensation matters to the “Deferred Compensation Committee,” Expand its Role to Advise on All City Deferred Compensation Plans, and Clarify the Committee’s Duties and Responsibilities

Recommendation: Adopt the Resolution renaming the existing “Advisory Committee” on deferred compensation as the “Deferred Compensation Committee,” updating its duties and responsibilities on the terms presented.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9534 renaming the existing “Advisory Committee” on deferred compensation as the “Deferred Compensation Committee,” updating its duties and responsibilities on the terms presented.

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

2.G 26-17320 Action on Adoption of a Resolution Declaring Weeds a Public Nuisance and Setting March 24, 2026, for Public Hearing to Consider Testimony Regarding Non-Compliant Lots

Recommendation:

1. Determine the proposed actions are exempt from CEQA pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of Title 14 of the California Code of Regulations;
2. Adopt a Resolution ordering the abatement of nuisance consisting of growing weeds in the City; and
3. Set March 24, 2026, as the date for the required Public Hearing to consider testimony regarding non-compliant lots.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to (1) determine the proposed actions are exempt from CEQA pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of Title 14 of the California Code of Regulations; (2) adopt Resolution No. 26-9535 ordering the abatement of nuisance consisting of growing weeds in the City; and (3) set March 24, 2026, as the date for the required Public Hearing to consider testimony regarding non-compliant lots.

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

2.H 26-139 Authorize the City Manager to execute the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) and Approve a Corresponding Update to the Unit 3 Classified Salary Plan

Recommendation: 1. Authorize the City Manager to execute a 2026-2029 Memorandum of Understanding and related Side Letter Agreements Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) on the terms presented, as reflected in the Mediation Joint Recommendation, in a final form approved by the City Attorney; and
2. Adopt a Resolution Updating the Salary Plan for various Unit 3 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 Hardy, to (1) authorize the City Manager to execute a 2026-2029 Memorandum of Understanding and related Side Letter Agreements Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) on the terms presented, as reflected in the Mediation Joint Recommendation, in a final form approved by the City Attorney; and (2) adopt Resolution No. 26-9536 Updating the Salary Plan for various Unit 3 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

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

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

3. 26-46 Action on Stadium Authority Bills and Claims for the Month of December 2025

Recommendation: Approve the list of Stadium Authority Bills and Claims for December 2025.

A motion was made by Vice Chair Gonzalez, seconded by Boardmember Hardy, to approve the list of Stadium Authority Bills and Claims for December 2025.

Aye: 7 - Vice Chair Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Cox, and Chair Gillmor

26-177 Public Presentations Post Meeting Material

PUBLIC PRESENTATIONS

Emily Adorable spoke regarding Showtime 2026.

Kirk Vartan spoke regarding the Agrihood project.

Matthew North spoke regarding Black History Month.

George Lance spoke regarding free speech.

Alex Silverstein spoke regarding Black History Month.

Edward Strine spoke regarding illegal immigration.

Linda spoke regarding federal agents near the Levi's Stadium.

Anthony Becker (Time donated from Abel, Sarah, and Elizabeth) spoke regarding his experience running for and serving on the **Council**, and made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

Debbie Tryforos spoke regarding seating arrangements at the Classy Bag Affaire and hate speech.

Informed Citizen voiced her concerns regarding **Mayor Gillmor**.

Judy Testor spoke regarding free speech.

Emil Kirov spoke regarding soccer field access.

Wanda Buck thanked the **Council** and staff.

Mayor Gillmor provided a statement that the **Council** does not condone hate speech.

Councilmember Cox provided some remarks.

CONSENT ITEMS PULLED FOR DISCUSSION

2.C 26-41 Action on Award of a Public Works Contract for the Laurelwood Junction Transmission Line Extension Project to Henkels & McCoy West, LLC, for a Not-to-Exceed Amount of $883,183, Inclusive of a 15% Contingency, Funded by the Laurelwood Substation Capital Improvement Project (CIP No. 2443) Budget

Recommendation:

1. Determine the proposed actions are exempt from CEQA pursuant to sections 15302 15302 (Class2 - Replacement or Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. Award the Public Works Contract for the Laurelwood Substation Capital Improvement Project (CIP No. 2443) to the lowest responsive and responsible bidder, Henkels & McCoy West, LLC, in the amount of $767,985, and authorize the City Manager or designee to execute a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and final approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and approval of any necessary change orders not to exceed 15% of the original contract price, or $115,198, for a total contract amount not-to-exceed $883,183, funded by the Electric Utility Capital Fund.

Councilmember Jain pulled this item for questions.

Chief Electric Utility Officer Procos, City Manager Grogan and Director of Finance Lee addressed **Council** questions.

Public Comment: None

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to (1) determine the proposed actions are exempt from CEQA pursuant to sections 15302 15302 (Class2 - Replacement or Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; (2) award the Public Works Contract for the Laurelwood Substation Capital Improvement Project (CIP No. 2443) to the lowest responsive and responsible bidder, Henkels & McCoy West, LLC, in the amount of $767,985, and authorize the City Manager or designee to execute a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and final approval as to form by the City Attorney; and (3) authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents

in furtherance of the award, completion, and acceptance of the Project and approval of any necessary change orders not to exceed 15% of the original contract price, or $115,198, for a total contract amount not-to-exceed $883,183, funded by the Electric Utility Capital Fund.

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

2.D 26-15010 Action to Award a Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, for a Not-to-Exceed Amount of $12,889,123, Inclusive of a 15% Contingency, Funded by the Electric Utility Capital Fund, and Approve a Related Budget Amendment

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to sections 15302 (Class 2 - Replacement and Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. On the facts presented, determine that further public bidding would be impractical and not in the best interests of the City, and award the Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, in the amount of $11,207,933, and authorize the City Manager or designee to execute and negotiate a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project, and approving any necessary change orders not to exceed a 15% contingency, or $1,681,190, for a total contract amount not to exceed $12,889,123, funded by the Electric Utility Capital Fund and subject to the review and approval as to form by the City Attorney; and
4. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Other Revenue estimate and the Juliette Substation Expansion project in the amount of $13,056,000 **(five affirmative Council votes required to appropriate additional revenue).**

Councilmember Jain pulled this item for questions.

Director of Finance Lee addressed **Council** questions.

Public Comment: None

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) determine that the proposed actions are exempt from CEQA pursuant to sections 15302 (Class 2 - Replacement and Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; (2) on the facts presented, determine that further public bidding would be impractical and not in the best interests of the City, and award the Public Works Contract for the Juliette Substation Expansion

Project CIP No. 2462 to Par Western Line Contractors, LLC, in the amount of $11,207,933, and authorize the City Manager or designee to execute and negotiate a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney; (3) authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project, and approving any necessary change orders not to exceed a 15% contingency, or $1,681,190, for a total contract amount not to exceed $12,889,123, funded by the Electric Utility Capital Fund and subject to the review and approval as to form by the City Attorney; and (4) approve the Fiscal Year 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Other Revenue estimate and the Juliette Substation Expansion project in the amount of $13,056,000.

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

PUBLIC HEARING/GENERAL BUSINESS

4. 26-16610 Review and Approve the Library Strategic Plan and Library Facilities Master Plan

Recommendation: Approve the Updated Draft Library Strategic Plan and Library Facilities Master Plan in substantially the forms presented

City Manager Grogan made some opening remarks and introduced **City Librarian Wong** who provided a Powerpoint presentation on the Library Strategic Plan and Facilities Master Plan.

Councilmember Chahal left the meeting at 8:30 PM.

Councilmember Park left the dais at 8:37 PM.

Council questions and comments followed.

City Librarian Wong addressed **Council** questions.

Public Comment: Jonathon Evans
Betsy Megas
Linda

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to approve the Updated Draft Library Strategic Plan and Library Facilities Master Plan in substantially the forms presented.

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

Absent: 2 - Councilmember Chahal, and Councilmember Park

5. 26-16720 Review and Approve the Senior Advisory Commission and Youth Commission Annual Workplans for FY 2025-2026; and Discuss Potential Joint Dinners or Special Annual Event(s) between the Council and Board, Commissions, and Committees

Recommendation: Review and Approve the Senior Advisory Commission and Youth Commission Annual Workplans for FY 2025-26 and Provide Direction to staff regarding the preferred approach for Joint Dinners or Special Annual Event(s) with the City's Board, Commissions, and Committees.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Azevedo** who provided a Powerpoint presentation on the Approval of Commission Annual Workplans for the Senior Advisory Commission and Youth Commission and the Potential Joint Dinners or Special Annual Events(s) for Board, Commissions, and Committees.

Council questions followed.

Councilmember Park returned to the dais at 9:23 PM.

City Manager Grogan and **Assistant City Manager Azevedo** addressed **Council** questions.

Public Comment: Linda
Lance Saleme

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to approve the Senior Advisory Commission and Youth Commission Annual Workplans and reinstate the joint dinners and include an annual recognition dinner.

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

Absent: 1 - Councilmember Chahal

6. 26-71 Staff Request for City Council Direction on the 250th Anniversary Fourth of July Community Celebration

Recommendation: It is recommended that the City Council determined that any of the proposed options is categorically exempt under CEQA as a Class 23 exemption (a proposed use consistent with the normal operations of existing facilities for public gatherings for which the facilities were designed) and direct staff to (1) proceed with one of the options below for the Fourth of July event and (2) return to the City Council with any necessary budget actions to implement that recommended option.

1. Option 1: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as an evening event inclusive of entertainment and fireworks
2. Option 2: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as a daytime event inclusive of artisan vendors, traditional family activities, food and entertainment
3. Option 3: Host the 250th Anniversary Fourth of July Community Celebration in Partnership with Mission College and California's Great America inclusive of entertainment and fireworks
4. Option 4: Alternative event identified by the City Council

City Manager Grogan made some opening remarks and introduced **Recreation Manager Castro** who provided a Powerpoint presentation on **Council** Direction on the 250th anniversary Fourth of July Community Celebration.

Council questions and comments followed.

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

Council discussion followed.

Public Comment: Linda
Edward Strine
Kathy Watanabe

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to host the 250th Anniversary Fourth of July Community Celebration in Partnership with Mission College and California's Great America inclusive of entertainment and fireworks, and determine that this is categorically exempt under CEQA as a Class 23 exemption.

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

Nay: 2 - Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Vice Mayor Gonzalez made a Council Policy 030 request to agendize a review of public participation options such as Public Presentation only for in person public speakers or holding Council meetings at alternative locations outside of the Council Chambers.

Public Comment: None

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Cox, 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 the Council Chambers.

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

Nay: 1 - Councilmember Hardy

Absent: 1 - Councilmember Chahal

Councilmember Cox provided a verbal update of the Stevens Creek Corridor Project.

Councilmember Jain noted that he attended a tour of the Human Trafficking CoWmand Center, a poverty simulation by Leadership Sunnyvale, and CivicWell Policy Bridge in Sacramento.

Councilmember Park asked questions regarding the Subaru Dealership agenda item and emergency rehires. **City Manager Grogan** and **City Attorney Googins** addressed **Councilmember Park's** questions.

Councilmember Hardy noted that she attended a summit by Trango.

Mayor Gillmor provided a verbal report on the United States Conference of Mayors in Washington D.C.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting adjourned at 11:31 PM.

The next regular scheduled meeting is on Tuesday, February 24, 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.

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 <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

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

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

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

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

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

02/24/2026 **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:
  - 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/Chair Gillmor called the Study Session to order at 5:34 PM.

Confirmation of Quorum

Assistant City Clerk/Secretary Pimentel confirmed a quorum.

1. 26-17490 Discussion of the Proposed Santa Clara Stadium Authority Fiscal Year 2026/27 Operating, Debt Service and Capital Budget and Stadium Authority Budget, Compliance and Management Policies, and Marketing Plan

Recommendation: Review and provide input on the Proposed Santa Clara Stadium Authority Fiscal Year 2026/27 Operating, Debt Service, and Capital Budget, Proposed Stadium Authority Budget, Compliance and Management Policies, and 2026 Levi's Stadium Events Marketing Plan.

Executive Director Grogan made some opening remarks and introduced **Treasurer Lee** who provided a Powerpoint presentation on the proposed Santa Clara Stadium Authority Fiscal Year 2026-27 Operating, Debt Service and Capital Budget and Stadium Authority Budget, Compliance and Management Policies, and Marketing Plan.

Boardmember questions and comments followed.

Public Comment: None

Chair Gillmor called for a recess at 6:56 PM and reconvened the meeting at 7:14 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 7:14 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 Hardy** is absent and **Council/Boardmember Chahal** would be participating remotely under the "Just Cause" Provision of SB 707.

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 Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, and Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Karen Hardy

A motion was made by Council/Boardmember Gonzalez, seconded by Council/Boardmember Jain, to excuse Council/Boardmember Hardy from this meeting.

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

Absent: 1 - Councilmember Hardy

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

CONSENT CALENDAR

Council/Boardmember Jain pulled Item 3.

City Manager Grogan pulled Item 2.I.

Voter pulled item 2.A.

A motion was made by Council/Boardmember Gonzalez, seconded by Council/Boardmember Jain, to approve the Consent Calendar (except Items 2.A, 2.I, and 3).

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

Absent: 1 - Council/Boardmember Hardy

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

Recommendation: Note and file the Minutes of:
Planning Commission - January 14, 2026
Americans with Disabilities Act Committee - February 15, 2024
Board of Library Trustees - November 3, 2025
Board of Library Trustees - December 1, 2025
Board of Library Trustees - January 8, 2026

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to Note and file the Minutes of: Planning Commission - January 14, 2026, Americans with Disabilities Act Committee - February 15, 2024, Board of Library Trustees - November 3, 2025, Board of Library Trustees - December 1, 2025, and Board of Library Trustees - January 8, 2026.

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

Absent: 1 - Councilmember Hardy

2.C 26-59 Action on City Bills and Claims Report for the period December 6, 2025 - January 9, 2026

Recommendation: Approve the list of Bills and Claims for December 6, 2025 - January 9, 2026.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to approve the list of Bills and Claims for December 6, 2025 - January 9, 2026.

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

Absent: 1 - Councilmember Hardy

2.D 26-140 Action on the Award of Purchase Orders to Celeros Flow Technology, Doing Business as Flow America, LLC, for Pressure Reducing Desuperheating Valves for the Donald Von Raesfeld Power Plant, in an Amount Not-to-Exceed $354,208

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15302 (Class 2 -Replacement or Reconstruction) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to issue Purchase Orders to Celeros Flow Technology, doing business as Flow America, LLC, in substantially the form attached to this Report to Council, for a maximum compensation of $354,208, for the purchase of two replacement Pressure Reducing Desuperheating valves for the Donald Von Raesfeld Power Plant, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Purchase Orders, and to negotiate and execute amendments to the attached Purchase Order to make de minimis changes, subject to the above maximum compensation limit and review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15302 (Class 2 -Replacement or Reconstruction) of Title 14 of the California Code of Regulations; (2) authorize the City Manager or designee to issue Purchase Orders to Celeros Flow Technology, doing business as Flow America, LLC, in substantially the form attached to this Report to Council, for a maximum compensation of $354,208, for the purchase of two replacement Pressure Reducing Desuperheating valves for the Donald Von Raesfeld Power Plant, subject to the appropriation of funds and review and approval as to form by the City Attorney; and (3) authorize the City Manager or designee to take any actions as necessary to implement and administer the Purchase Orders, and to negotiate and execute amendments to the attached Purchase Order to make de minimis changes, subject to the above maximum compensation limit and review and approval as to form by the City Attorney.

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

Absent: 1 - Councilmember Hardy

2.E 26-104 Action to Amend Prior Authorization to Allow Issuance of Purchase Orders to Cooper Power Systems, a Wholly Owned Subsidiary of Eaton Corporation, for the Purchase of Switchgear Within the Previously Authorized Maximum Amount of $1,500,000

Recommendation: Amend the prior authorization under RTC #23-101 to authorize the City Manager to (a) issue purchase orders with Eaton Corporation and/or Cooper Power Systems, and (b) execute the Terms and Conditions attached to this Report to Council for purchases of switchgear within the previously authorized maximum compensation amount of $1,500,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to amend the prior authorization under Report to Council #23-101 to authorize the City Manager to (1) issue purchase orders with Eaton Corporation and/or Cooper Power Systems; and (2) execute the Terms and Conditions for purchases of switchgear within the previously authorized maximum compensation amount of $1,500,000, 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 Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Hardy

2.F 26-122 Action to Authorize the City Manager to Execute an Agreement with the City of San José Regarding Fiber Optic Cable and Conduit Where the City of San José Will Provide Construction Services Not-to-Exceed $379,000 and Authorization to Enter Into a Dark Fiber Lease Agreement With the Santa Clara Unified School District

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to section 15302 section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to execute the Agreement between the City of Santa Clara and the City of San José Regarding Fiber Optic Cable and Conduit to allow the City of Santa Clara to install and use fiber optic cables in the City of San José's existing conduits, for a not-to-exceed amount of $379,000, subject to the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to negotiate and execute a Dark Fiber Lease Agreement between the City of Santa Clara and the Santa Clara Unified School District (SCUSD) to lease dark fiber in the boundaries of the City of San José in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to (1) take any action as necessary to implement and administer the above agreements, (2) amend the Dark Fiber Lease Agreement to include additional SCUSD schools, and (3) amend both agreements to make non-substantive modifications, subject to the review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to (1) determine that the proposed actions are exempt from CEQA pursuant to section 15302 section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; (2) authorize the City Manager or designee to execute the Agreement between the City of Santa Clara and the City of San José Regarding Fiber Optic Cable and Conduit to allow the City of Santa Clara to install and use fiber optic cables in the City of San José's existing conduits, for a not-to-exceed amount of $379,000, subject to the review and approval as to form by the City Attorney; (3) authorize the City Manager or designee to negotiate and execute a Dark Fiber Lease Agreement between the City of Santa Clara and the Santa Clara Unified School District (SCUSD) to lease dark fiber in the boundaries of the City of San José in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney; and (4) authorize the City Manager or designee to (a) take any action as necessary to

implement and administer the above agreements; (b) amend the Dark Fiber Lease Agreement to include additional SCUSD schools; and (c) amend both agreements to make non-substantive modifications, subject to the review and approval as to form by the City Attorney.

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

Absent: 1 - Councilmember Hardy

2.G 26-133 Action to Authorize the Use of City Electric Forces for Public Works at 385 Saratoga Avenue, 601 El Camino Real, 2390 Mission College Boulevard, 2228 Calle De Primavera, 2010 Wyatt Drive, 5450 Great America Parkway, 3901 Lick Mill Boulevard, 4500 Great America Parkway, Nelson Court, 1450 Agnew Road, 4751 Lick Mill Boulevard, 4299 Macedo Place, 2817 Mission College Boulevard, 537 Chapman Court, 3025 Raymond Drive, 3159 Mission College Boulevard, and 1957 Pruneridge Avenue, With an Estimated Cost of $564,666

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 385 Saratoga Avenue, 601 El Camino Real, 2390 Mission College Boulevard, 2228 Calle De Primavera, 2010 Wyatt Drive, 5450 Great America Parkway, 3901 Lick Mill Boulevard, 4500 Great America Parkway, Nelson Court, 1450 Agnew Road, 4751 Lick Mill Boulevard, 4299 Macedo Place, 2817 Mission College Boulevard, 537 Chapman Court, 3025 Raymond Drive, 3159 Mission College Boulevard, and 1957 Pruneridge Avenue, with an estimated cost of $564,666, 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 Gonzalez, seconded by Councilmember Jain, 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 385 Saratoga Avenue, 601 El Camino Real, 2390 Mission College Boulevard, 2228 Calle De Primavera, 2010 Wyatt Drive, 5450 Great America Parkway, 3901 Lick Mill Boulevard, 4500 Great America Parkway, Nelson Court, 1450 Agnew Road, 4751 Lick Mill Boulevard, 4299 Macedo Place, 2817 Mission College Boulevard, 537 Chapman Court, 3025 Raymond Drive, 3159 Mission College Boulevard, and 1957 Pruneridge Avenue, with an estimated cost of $564,666, 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.

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

Absent: 1 - Councilmember Hardy

2.H 26-87 Update on Sale Results of the First Series of Measure I General Obligation Bonds

Recommendation: Note and file Sale Results of the First Series of Measure I General Obligation Bonds.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to note and file Sale Results of the First Series of Measure I General Obligation Bonds.

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

Absent: 1 - Councilmember Hardy

2.J 26-54 Action on Reappointment of Board and Commission Members, Declaring Commissioner Vacancies, and Setting Dates for Recruitment and Interviews

Recommendation:

1. Reappoint the five (5) eligible members to serve a four-year term each ending June 30, 2030, as follows: (a) Maureen Reilly Chu to the Parks and Recreation Commission; (b) Nancy Biagini and Mario Bouza to the Planning Commission; (c) Rebecca J. Selden and Kris Kapadia to the Senior Advisory Commission;
2. Declare eight (8) vacancies to fill the following full terms: (a) Seven (7) full terms ending June 30, 2030, one on the Board of Library Trustees, one on the Civil Service Commission, one on the Cultural Commission, two on the Historical and Landmarks Commission, one on the Parks and Recreation Commission, and one on the Senior Advisory Commission; and (b) One (1) partial term ending June 30, 2028, on the Senior Advisory Commission;
3. Set the recruitment to open on Friday, March 6, 2026;
4. Set Friday, April 24, 2026, by 5:00 p.m. as the application deadline; and
5. Set Tuesday, May 26, 2026, tentatively, to conduct interviews.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to (1) reappoint the five eligible members to serve a four-year term each ending June 30, 2030, as follows: (a) Maureen Reilly Chu to the Parks and Recreation Commission; (b) Nancy Biagini and Mario Bouza to the Planning Commission; (c) Rebecca J. Selden and Kris Kapadia to the Senior Advisory Commission; (2) declare eight vacancies to fill the following full terms: (a) Seven full terms ending June 30, 2030, one on the Board of Library Trustees, one on the Civil Service Commission, one on the Cultural Commission, two on the Historical and Landmarks Commission, one on the Parks and Recreation Commission, and one on the Senior Advisory Commission; and (b) One partial term ending June 30, 2028, on the Senior Advisory Commission; (3) set the recruitment to open on Friday, March 6, 2026; (4) set Friday, April 24, 2026, by 5:00 p.m. as the application deadline; and (5) set Tuesday, May 26, 2026, tentatively, to conduct interviews.

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

Absent: 1 - Councilmember Hardy

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

PUBLIC PRESENTATIONS

Marisa Carlini spoke regarding an inaccessible curb on Warburton Avenue and Los Padres Boulevard.

Jay Ess spoke regarding the City's Automated License Plate Recognition system.

Howard Gibbins spoke regarding the Superbowl.

Kirk Vartan (Time donated from Deborah W) spoke regarding Agrihood.

Linda thanked City staff for assisting her with class registration.

James Rowen spoke regarding Public Records Act requests.

Voter spoke regarding Agrihood.

Lori Garmany spoke regarding Agrihood.

Edward spoke regarding immigration and the Levi Stadium substation.

Anthony Becker made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

CONSENT ITEMS PULLED FOR DISCUSSION

2.I 26-53 Action to Approve Additional Positions and Eliminate One Position in the Community Development Department

Recommendation: Approve the addition of one Business Analyst, one Communications Coordinator position, and one Senior Planner position, and the elimination of one Staff Analyst II position in the Community Development Department.

This item was deferred to a later meeting date uncertain.

3. 26-209 Action to Approve a Civic Event at Levi's Stadium and Related Budget Amendment for the use of Stadium Authority Discretionary Fund Monies

Recommendation:

1. Stadium Authority Board action to approve a community Civic Event at Levi's Stadium to be hosted on February 28, 2026;
2. Stadium Authority Board action to approve a budget amendment in the Stadium Authority Operating Budget from the Discretionary Fund Reserve to fund a civic event at Levi's Stadium in an amount of $1 million; and
3. Stadium Authority Board and the City Council action to Authorize and direct the Executive Director, on behalf of the Stadium Authority, and the City Manager, on behalf of the City, to take such additional actions as are necessary and appropriate to implement the Civic Event, including negotiating the terms of any required agreements, in final forms approved by Agency Counsel/City Attorney.

Council/Boardmember Jain pulled this item for questions.

Public Comment: none

City Attorney/Stadium Authority Counsel Googins and **City Manager/Executive Director Grogan** addressed **Council/Board** questions.

A motion was made by Council/Boardmember Gonzalez, seconded by Mayor/Chair Gillmor, to (1) Stadium Authority Board action to approve a community Civic Event at Levi's Stadium to be hosted on February 28, 2026; (2) Stadium Authority Board action to approve a budget amendment in the Stadium Authority Operating Budget from the Discretionary Fund Reserve to fund a civic event at Levi's Stadium in an amount of $1 million; and (3) Stadium Authority Board and the City Council action to Authorize and direct the Executive Director, on behalf of the Stadium Authority, and the City Manager, on behalf of the City, to take such additional actions as are necessary and appropriate to implement the Civic Event, including negotiating the terms of any required agreements, in final forms approved by City Attorney/Stadium Authority Counsel.

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

Nay: 1 - Councilmember Park

Absent: 1 - Councilmember Hardy

2.A 26-171 Action on the January 27, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 2, 2026 Special City Council & Santa Clara Stadium Authority Board Meeting Minutes.

Recommendation: Approve the January 27, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 2, 2026 Special City Council & Santa Clara Stadium Authority Board Meeting Minutes.

Voter pulled this item for discussion.

Council/Board questions and comments followed.

City Attorney/Stadium Authority Counsel Googins and **City Manager/Executive Director Grogan** addressed **Council/Board** questions.

A motion was made by Council/Boardmember Park, seconded by Council/Boardmember Jain, to approve the January 27, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes and continue the February 2, 2026 Special City Council & Santa Clara Stadium Authority Board Meeting Minutes to a date uncertain.

The motion failed.

Aye: 3 - Council/Boardmember Chahal, Council/Boardmember Park, and Council/Boardmember Jain

Nay: 3 - Vice Mayor/Chair Gonzalez, Council/Boardmember Cox, and Mayo/Chair Gillmor

Absent: 1 - Council/Boardmember Hardy

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Cox, to approve the January 27, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and February 2, 2026 Special City Council & Santa Clara Stadium Authority Board Meeting Minutes.

The motion failed.

Aye: 3 - Vice Mayor/Chair Gonzalez, Council/Boardmember Cox, and Mayor/Chair Gillmor

Nay: 3 - Council/Boardmember Chahal, Council/Boardmember Park, and Council/Boardmember Jain

Absent: 1 - Council/Boardmember Hardy

PUBLIC HEARING/GENERAL BUSINESS

5. 26-32 Public Hearing: Reconsideration of the Council "No-Action" on the Appeal (PLN25-00362) of the Planning Commission's Denial of a Modification to a Conditional Use Permit (PLN24-00392) to Modify Existing Conditions of Approval for the Existing Subaru Dealership Located at 3225 Stevens Creek Boulevard

Recommendation: Affirm the Planning Commission's decision and adopt a Resolution denying the Modification to the Conditional Use Permit to change existing Conditions of Approval for the existing Subaru Dealership at 3225 Stevens Creek Boulevard that would have allowed trash pick-up on Cecil Avenue, subject to Findings and Conditions of Approval.

Mayor Gillmor opened the Public Hearing.

Councilmember Park disclosed speaking to the members that attended the last meeting on this item and speaking to **Dave Botelho**.

Councilmember Cox disclosed email communication with **Dave Botelho**.

John Domingue (Applicant) requested a continuance of this item.

Public Comment: Public Speaker
Cliff Moore
Public Speaker
Public Speaker
Public Speaker

Council discussion followed.

Director of Community Development Hamid provided a Powerpoint presentation on the Reconsideration of the Council Action for the Appeal of the Planning Commission's Denial of a Modification to a Conditional Use Permit for Stevens Creek Subaru Dealership at 3225 Stevens Creek Boulevard.

Council questions and comments followed.

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

John Domingue (Applicant) provided a verbal presentation.

Council questions followed.

John Domingue (Applicant) addressed **Council** questions.

Public Comment: JB Louvet
Cliff Moore (Time donated from Dave Botelho)
Yvette Sessions
Linda
Joe

Yvette Sessions (Mission Trail Waste Systems) addressed **Council** questions.

John Domingue (Applicant) provided a verbal rebuttal.

Director of Community Development Hamid provided some closing remarks.

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

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

Absent: 1 - Councilmember Hardy

Councilmember Park provided a Powerpoint presentation on a Survey of Businesses on Stevens Creek Boulevard.

Mayor Gillmor re-opened the Public Hearing.

John Domingue (Applicant) provided a verbal presentation.

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

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

Absent: 1 - Councilmember Hardy

Council discussion followed.

City Attorney Googins provided some remarks.

A motion was made by Councilmember Park, seconded by Councilmember Jain, to affirm the Planning Commission's decision and adopt Resolution No. 26-9538 denying the Modification to the Conditional Use Permit to change existing Conditions of Approval for the existing Subaru Dealership at 3225 Stevens Creek Boulevard that would have allowed trash pick-up on Cecil Avenue, subject to Findings and Conditions of Approval.

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

Absent: 1 - Councilmember Hardy

4. 26-25 Public Hearing: Action on a General Plan Amendment to Update the Historic Resource Inventory in Appendix 8.9 of the General Plan

Recommendation:

1. Determine that the project falls within the scope of the 2010-2035 General Plan Environmental Impact Report pursuant to CEQA Guidelines Section 15168(c)(2); and
2. Adopt a resolution to amend the General Plan to update the Historic Resource Inventory list in Appendix 8.9 of the General Plan.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Hamid** who provided a Powerpoint presentation on the General Plan Amendment to Update the Historic Resource Inventory.

Council questions and comments followed.

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

Public Comment: None

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

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

Absent: 1 - Councilmember Hardy

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Cox, to (1) determine that the project falls within the scope of the 2010-2035 General Plan Environmental Impact Report pursuant to CEQA Guidelines Section 15168(c)(2); and (2) adopt Resolution No. 26-9537 to amend the General Plan to update the Historic Resource Inventory list in Appendix 8.9 of the General Plan.

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

Absent: 1 - Councilmember Hardy

6. 26-79 Public Hearing: Action to Waive First Reading and Introduce the Citywide Objective Design Standards for Multi-Family and Residential Mixed-Use Projects Ordinance Updating the Santa Clara Zoning Code

Recommendation:

1. Determine that the project falls within the scope of the January 31, 2023 Addendum to the 2010-2035 General Plan Environmental Impact Report, implementing the City's Housing Element, pursuant to CEQA; and
2. Waive First Reading and Introduce the Citywide Objective Design Standards ordinance in the form presented adding new Chapter 18.37 Objective Design Standards for City-wide Multi-Family and Residential Mixed-Use Projects to the City Code.

Mayor Gillmor opened the Public Hearing.

Director of Community Development Hamid provided a Powerpoint presentation on the Zoning Code Update to Add Objective Design Standards.

Council questions and comments followed.

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

Public Comment: Harry Neil

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

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

Absent: 1 - Councilmember Hardy

Community Development Director Hamid acknowledged staff who assisted on this project and introduced Assistant Community Development Director Lakshmi

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to (1) determine that the project falls within the scope of the January 31, 2023 Addendum to the 2010-2035 General Plan Environmental Impact Report, implementing the City's Housing Element, pursuant to CEQA; and (2) waive First Reading and introduce the Citywide Objective Design Standards Ordinance No. 2085 in the form presented adding new Chapter 18.37 Objective Design Standards for City-wide Multi-Family and Residential Mixed-Use Projects to the City Code.

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

Absent: 1 - Councilmember Hardy

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Jain noted that he received a book from Barnes and Noble, Showtime will take place in March, and provided a report on the sale of Loyalton Ranch.

Councilmember Park spoke of the need for an audit of the City's Automatic License Plate Reader system, review of **Council Policy 030** and policies on holding and planning public events, and investigation of disclosure of confidential information from Closed Session.

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

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Grogan provided a verbal report on upcoming agenda items.

ADJOURNMENT

The meeting was adjourned at 11:45 PM.

The next regular scheduled meeting is on Tuesday, March, 10, 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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AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

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

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

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

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26-6 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of:
City-School Liaison Committee Meeting - November 12, 2025
Planning Commission - February 11, 2026
Historical and Landmarks Commission - December 4, 2025
Neighborhood University Relations Committee - October 20, 2025
Downtown Community Task Force - October 16, 2025
Bicycle and Pedestrian Advisory Committee - October 27, 2025

MINUTES
City-School Liaison Committee

Santa Clara City Hall Council Chambers
Wednesday, **November 12, 2025**

MEMBERS IN ATTENDANCE:

CITY OF SANTA CLARA
Chair Councilmember Raj Chahal
Councilmember Suds Jain
Councilmember Albert Gonzalez

SANTA CLARA UNIFIED SCHOOL DISTRICT
Board Member, Dr. Michele Ryan
Board Member, Jodi Muirhead
Board Member, Andy Ratermann

CITY OF SANTA CLARA STAFF
City Manager, Jōvan D. Grogan
Director of Parks and Recreation, Damon Sparacino
Police Chief, Cory Morgan
Assistant Police Chief, Wahid Kazem
City Librarian, Patty Wong
Assistant City Manager, Paulina Morales
Assistant to the City Manager, Elycia Knight
Community Development Planning Manager, Lesley Xavier
Management Analyst, Aimée Escobar

SANTA CLARA UNIFIED SCHOOL DISTRICT STAFF
Director, School Bond Projects, Larry Adams
Deputy Superintendent/CBO, Mark Schiel
Director, Facility Development & Planning, Michal Healy
Director/PIO, Jennifer Dericco

CALL TO ORDER
The meeting was called to order by Chair Raj Chahal at 11:53AM.

PUBLIC PRESENTATIONS
Tim Towers spoke on the Winter Reads program. Stated that he is looking forward to it and it is good idea to share amongst the schools within the city.

GENERAL BUSINESS

Item 1: Approval of Minutes: September 3, 2025, Minutes
Member Ryan made a motion, seconded b Member Gonzales to approve the Minutes.
The motion passed unanimously with one adjustment to the minutes.
Under Item 4: Santa Clara Unified School District Updates (b) Construction: Larry Adams, School Bond Projects Director:
"Briarwood: replacing 2 classrooms and portables with a focus on **early** childhood education. Construction to begin shortly on Townsend is an issue affecting pick up and drop off that is being worked out with Public Works."

Item 2: City of Santa Clara: Update from City Manager Jōvan D. Grogan

- **15mph Speed Zones:** Implementation of the zones has begun at various locations.
- **WAYMO Update:** WAYMO began operating in Santa Clara as of November 12, 2025. He mentioned that their operations within the City do not require City approval as they are approved by the State and Public Utilities. Member Muirhead inquired if there are any operating restrictions around schools. City Manager Grogan replied that he will consult with Public Works on this question for future reporting. Additional information regarding WAYMO operations was provided to include mentioning their expansion in providing service from San Francisco

International Airport to San Jose International Airport to include all cities within the Peninsula (in between the airports).

- **Shared Mobility Program:** As of October 2025, the last operator has withdrawn from the city. There are currently no scooter or bike operators remaining. Spin, the e-scooter operator also ceased operations in both Santa Clara and San José. Santa Clara has not received any new operator applications to-date, however, staff will be contacting potential operators to gauge their interest in operating in Santa Clara. City staff is also exploring alternative options including the bike-share program operated by the Metropolitan Transportation Commission (MTC) Bay Wheels.

Item 3: Santa Clara Unified School District (SCUSD): Update from Superintendent Dr. Damon Wright
Deputy Superintendent Schiel and Director/PIO Dericco provided the SCUSD update in Dr. Wright's absence.

- **SCUSD Budget Update:** $30 million dollar deficit as of June 2025. Re-visiting budget to address deficit spending and working with the School Board to analyze operations and budget to right size all operations. Looking at staff levels to make sure they are appropriately staffed. Any staff reductions must be noticed by March 15, 2026 and contract reductions will occur as needed.
- **Fiscal responsibility:**
  - **Fiscal Reserve:** Minimum fiscal reserve of 3% required by the state, however, it is not enough to cover one month's payroll. District must strive for a higher reserve and staffing numbers to meet the needs of the District.
  - **Triple A Credit Rating:** Making efforts to maintain the district's credit rating when addressing the budget and reductions.
    Member Jain asked if buildings are being re-assessed for their property value. It was stated that the majority of funding comes from commercial and industrial building assessments, however, residential is now increasing and superseding commercial and industrial revenue contributions to the tune of $3.9 million. Housing is turning over which spurs re-assessment of property values that are coming in at a higher value thereby increasing the revenue contribution to the district.
  - **Budget Update:** Next budget update to the school board is in December 2025.
    Member Gonzales inquired as to what percentage is the deficit of the budget? SCUSD responded that $450 million in expenses, projected budget is $400 million with the $30 million deficit. Small percentage of the budget. The overall goal is to maintain adequate reserves, so the district won't have to reduce programs offered to students. This is also the third time right-sizing in about 15 years. Most districts right-size every 3-4 years.
    Chair Chahal would like for the proper assessment of AI/Data Centers to make sure their financial contribution is accurate. City Manager Grogan replied that the City is working with data centers to make sure they are correctly applying the city tax rate. He also stated that only sales taxes are received by Santa Clara on those orders that are delivered to an individual/company located in Santa Clara.
- **Update on 100 Day Plan:** New superintendents generally come in with a 100-day plan to learn about the city, schools within the district. Dr. Wright held community meetings, coffee meetings, office meetings, community forums, focus groups, one on one meetings with staff & students. He inquired about challenges and strengths. A report to the Board of Trustees will be forthcoming after the 100 days has ended that will detail what he has learned.

Item 4: Santa Clara Unified School District Updates:

a. **New Valley High School Relocation**
   Mark Schiel, Deputy Superintendent/CBO
   SC Parks & Recreation Director Sparacino stated that the City has received several inquiries from the community about this project and related tree removal. Deputy Superintendent Schiel stated that for every tree removed, 3 will be planted. The types of trees being planted will take into consideration water needs and root issues to mitigate future issues.
   Director Sparacino inquired as to at what point will the district look at adult education programming. Deputy Superintendent Schiel stated that the analysis will occur beginning with the 2027 school year in anticipation of the 2029 inaugural school year. They will also look at current offerings and enrollment level.
   Member Gonzales asked that they keep City departments informed of changes as soon as possible.

Member Jain asked if there is a state grant to raise the solar panels to allow for parking under the panels. Director, Facility Development & Planning Healy stated that they were no aware of any grants but would set up a meeting with SV Power to see what options are available in addition to adding additional solar panels and demolishing those that are no longer useable.
Member Muirhead mentioned there is a change.org petition for this project that want additional changes. Please re-direct these inquiries about the petition to the district.

b. **Construction Update**
Larry Adams, Director - School Bond Projects
- **Bracker & Westwood:** Building permits have been issued and construction should be completed by the start of 2026-2027 school year.
- **Santa Clara High School:** Pool renovations begin in November 2025 and ought to be completed in 2026.
- **Wilcox High School:** Renovations also began in November 2025.
- **Laurelwood School:** Should be opening in August 2026 in Sunnyvale (moved from Santa Clara). Member Gonzales inquired about the BRAVE program and if it will cease due to the school's change of city from Santa Clara to Sunnyvale. SC Chief Morgan stated he would investigate this issue but that it may be dependent upon bandwidth issues and that he would report back on this item at a future date.

c. **Facilities & Capital Development Update**
Michal Healy, Director - Facility Development & Planning
1. Strategic Energy Management (SEM) Project with SVP is successful and mentioned that many operate in conjunction with the Santa Clara Library. He also stated that one of the goals of the project is to get students and residents to use less electricity. City Librarian Wong mentioned that they are hoping to extend the program beyond SVP funding.
2. Townsend Field Improvement Project is a Super Bowl Partnership Opportunity to upgrade the Buchser/Townsend Field.

Item 5: City of Santa Clara Updates:

a. **Community Development Department Update**
Lesley Xavier, Community Development Planning Manager
- University Station (El Camino Real near the train station) 395 units
- Homestead & Lawrence: 150 units (condo & town homes w/retail)
- Worthington Circle (Agrihood) reduce from 165 multifamily to 44 townhomes. (not in SCUSD district)
- All projects are currently in the entitlement process and are 2-5 years out
- Westlake: 328 units
- The Alameda: 34 units
- Moonlite: Apartments & town homes. Apartments are all affordable housing.
- 1957 Pruneridge: 22 single family homes

Member Raterman inquired about ADU projections. Community Development Planning Manager Xavier stated that there were 70 units last year and an anticipated 50 units this year.

b. **Winter Reads**
Patty Wong, City Librarian
- Dolly Parton Imagination: 0-5 years may receive a free book delivered to their home, every year until they turn 5 years old. Books are in English and Spanish.
- Winter Reads: English/Spanish/Mandarin learning curriculum over winter break. If they complete the curriculum they may receive a free book from the library.

c. **Community Engagement Efforts for 2026**
Paulina Morales, Assistant City Manager & Elycia Knight, Assistant to the City Manager
City Manager Grogan stated that Super Bowl is 14 weeks away with community efforts under way to engage residents.

Assistant City Manager Morales presented a slide deck on Super Bowl and major events for 2026. Member Ryan stated that she would like to participate in the Telemundo event referenced in the presentation.

Item 6: Discussion of the potential addition of a crosswalk and/or traffic light on the corner of Cabrillo & Scott (near Scott Lane Elementary School)

Board Member Andy Ratermann

Member Raterman stated that individuals are attempting to stop traffic for students to cross at the unmarked crossing points. He would like to have cross walks painted and any additional safety measures added to improve the safety of students. City Manager Grogan advised that he would reach out to Public Works to review the Cabrillo and Scott intersection for the addition of safety measures.

Item 7: 2026 Meeting Schedule

Motion to approve the 2026 meeting schedule was made by Member Ryan with a second from Member Gonzales. Meeting schedule was unanimously approved with Member Jain absent.

- Wednesday, March 4, 2026 (11:45am – 1:15pm) SCUSD
- Wednesday, May 6, 2026 (11:45am – 1:15pm) City
- Wednesday, September 2, 2026 (11:45am – 1:15pm) SCUSD
- Wednesday, November 4, 2026 (11:45am – 1:15pm) City

ADJOURNMENT

Meeting was adjourned by Chair Chahal at 12:53pm.

City of Santa Clara

Meeting Minutes

Planning Commission

02/11/2026 **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 order at 6:04 p.m.

Pledge of Allegiance and Statement of Values

Secretary Cherukuru read the Statement of Values.

Roll Call

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

None.

CONSENT CALENDAR

Chair Crutchlow announced translation services would be used for the Appellant for Public Hearing Item 2.

1. 26-114 Planning Commission Meeting Minutes of January 14, 2026

Recommendation: Approve the Planning Commission Meeting Minutes of the January 14, 2026 Meeting.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to approve this item.
Commissioners Bhatnagar and Biagini were not in attendance at the January 14, 2026 meeting and abstained from voting.

Aye: 5 - Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Abstained: 2 - Commissioner Bhatnagar, and Commissioner Biagini

PUBLIC PRESENTATIONS

None.

Meeting went into recess at 6:10 p.m. and reconvened at 6:21 p.m.

PUBLIC HEARING

2. 26-35 Action on an Appeal (PLN25-00562) of the Community Development Director's Denial of a Zoning Clearance (PZC25-00381) for a Smoke Shop Located at 770 Kiely Boulevard.

Recommendation: Overrule the appeal and affirm the Community Development Director's decision to deny the Zoning Clearance for a smoke shop to operate at 770 Kiely Boulevard.

Chair Crutchlow and Commissioner Bouza both disclosed they had visited the site of the Smoke Shop but had not had conversations with the Appellant.

Associate Planner Tracy Tam provided the staff presentation and announced a correction to the staff report that smoke shops are not allowed in the R6 Zoning District.

Appellant Xiangqiong Wu provided details on the Appeal.

Commissioners inquired upon several items including ordinances related to smoke shops and proximity to schools, details of the appeal letter sent to the Appellant; if there was a business license for the site; and the zoning clearance process.

The meeting went into recess at 7:37 p.m. and reconvened at 7:42 p.m.

Assistant City Attorney Jennifer Beyers provided clarification on the business permit and the role of the City to review and provide permits.

Public Comments
Public Speaker.

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

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

A motion was made by Commissioner Biagini, 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. 26-52 Public Hearing: Action on Appeal (PLN25-00561) of Development Review Officer's Approval at 2892 Mesquite Drive for an Architectural Review (PLN25-00295) for a 621 Square Foot First Floor Addition and a 397 Square Foot Second Floor Addition to an Existing Two-Story 2,081 Square Foot Single-Family Residence with a 500 Square Foot Attached Garage on a 7,351 Square Foot Lot. CEQA Status: Exempt from CEQA per Section 15332.

Recommendation: The project is consistent with the General Plan, Zoning Code and Design Guidelines and therefore staff recommends the Planning Commission deny the appeal application and:

1. Determine the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301 (Class 1 - Existing Facilities); and
2. Affirm the decision of the Development Review Officer to approve the Architectural Review for the construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage on a 7,351 square foot lot at 2892 Mesquite Drive, subject to findings and conditions of approval.

The meeting went into recess at 8:26 p.m. and reconvened at 8:34 p.m.

Assistant Planner Alex Tellez provided the staff presentation.

Appellant Sorin Spanoche provided a presentation.

Applicant/Homeowner Ling ("Annie") Zhou provided comments.
Applicant's Architect Michael Hyde provided details on the proposed project.

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

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

A motion was made by Commissioner Biagini, seconded by Commissioner Huang to approve staff recommendation 1.

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

A motion was made by Commissioner Biagini, seconded by Commissioner Huang to Adopt a Resolution to affirm the decision of the Development Review Officer.

Aye: 4 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Huang, and Commissioner Saleme

Nay: 3 - Commissioner Cherukuru, Vice Chair Bouza, and Chair Crutchlow

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

None.

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

Staff Aide II Elizabeth Elliott provided updates.

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

Planning Manager Lesley Xavier provided updates.

ADJOURNMENT:

The meeting adjourned at 9:48 p.m. The next regular schedule meeting is on March 11, 2026 at 6 p.m.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

12/04/2025 **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 Historical and Landmarks Commission Hearing meeting in a hybrid manner (in-person and method for the public to participate remotely)

o Via Zoom:
o https://santaclaraca.zoom.us/j/97233262035 or
o Phone: 1 (669) 900-6833

Meeting ID: 972 3326 2035

How to Submit Written Public Comment Before Historical and Landmarks Commission Meeting:
By email to PlanningPublicComment@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to Staff and will be uploaded to the Historical and Landmarks Commission Agenda as supplemental meeting material. Emails received after 12:00 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.

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CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:06 p.m.

Present 6 - Commissioner Michael Celso , Commissioner Yvonne Inciarte, Chair Patricia Leung, Vice Chair Ed Stocks, Commissioner Ana Vargas-Smith , and Commissioner Kaushal Varshney

Absent 1 - Commissioner Kathleen Romano

A motion was made by Vice Chair Stocks, seconded by Commissioner Vargas-Smith, to excuse Commissioner Romano.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Absent: 1 - Commissioner Romano

CONSENT CALENDAR

1. 25-1665 Historical and Landmarks Commission Meeting Minutes of November 6, 2025

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the November 6, 2025 Meeting.

A motion was made by Commissioner Celso, seconded by Commissioner Varshney, to approve the consent calendar.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Commissioner Romano

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-1636 Public Hearing: Recommendation on the Significant Property Alteration / Architectural Review (PLN25-00443) for the like-for-like replacement of windows for a property on the Historic Resource Inventory Located at 1310 Homestead Road. CEQA Status: Exempt from CEQA per Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation).

Recommendation: **Recommend** that the Historical and Landmarks Commission find that the proposed project located at 1310 Homestead Road will not destroy or have a significant adverse effect on the integrity of the Historic Resource Inventory property and that the proposed construction is compatible with the resource and recommend approval of the Significant Property Alteration / Architectural Review.

Assistant Planner Summer Foss provided the staff presentation.

Architect Danny Cao spoke about the project.

Public Comments: **None.**

A motion was made by Commissioner Inciarte, seconded by Vice Chair Stocks, to close public hearing.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Commissioner Romano

A motion was made by Vice Chair Stocks, seconded by Commissioner Vargas-Smith, to approve staff recommendation with added conditions: (1) Recommend that the windows be exempt from Title 24 compliance as low E and tinted glass would significantly alter the historic character of the property; (2) Restore the picture windows and leaded glass to be identical to the original windows 12 and 13; (3) Fix the upper leaded glass and lower sash to be operable; (4) The glass used in all windows should be matching with clear tint and reflectivity to give a consistent and harmonious look.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Commissioner Romano

STAFF REPORT

COMMISSIONERS REPORT

Subcommittee Reporting - 20 Minutes

Commissioner Ana-Vargas Smith reported on the 2026 banner program, and the impact of the "Mission Meets the Moment" banners next year.

Board/Committee	Lead/Alternate
Santa Clara Arts and Historic Consortium	Vargas-Smith / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung
Development Review Hearing	Romano /Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Leung
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas-Smith/Stocks
Santa Clara Station Area Task Force	Leung/Stocks
Board/Committee	Lead/Alternate

Commissioners provided updates on various items, meetings, and groups that they are assigned to.

ADJOURNMENT

A motion was made by Commissioner Inciarte, seconded by Commissioner Vargas-Smith, to adjourn the meeting at 7:45 p.m.

Aye: 6 - Commissioner Celso, Commissioner Inciarte, Chair Leung, Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

Excused: 1 - Commissioner Romano

The next regular scheduled meeting is on January 8, 2026, at 6 p.m. in the City Hall Council Chambers.

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Neighborhood-University Relations Committee

10/20/2025 **6:00 PM**

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

The City of Santa Clara is conducting Neighborhood University Relations Committee 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/82990496428 or
o Phone: 1(669) 900-6833

How to Submit Written Public Comment Before Neighborhood University Relations Committee Meeting: By email to PlanningPublicComment@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to Staff and will be uploaded to the Neighborhood University Relations Committee Agenda as supplemental meeting material. Emails received after 12:00 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: Emails received as public comment will not be read aloud during the meeting. Agendas, Staff Reports and some associated documents for Neighborhood University Relations Committee 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.

CALL TO ORDER AND ROLL CALL

Chair Jain called the meeting to order at 6:05 p.m.

Staff in Attendance:
Director of Economic Development & Sustainability Reena Brilliot
Assistant City Manager Paulina Morales
Planning Manager Lesley Xavier
Police Sergeant R.J. Otico

Present 6 - Member Jennifer Zheng, Member Sean Collins, Member Steve Ross, Member Shea Mulqueeney, Member Suds Jain, and Member Raj Chahal

Absent 1 - Member Collin Forgey

Welcome, Swearing In Ceremony and Introductions

New committee members in attendance were introduced and sworn in: **Sean Collins, Steve Ross, Shea Mulqueeney,** and **Shanfang "Jennifer" Zheng.**

A motion was made by Chair Jain, seconded by Member Collins, to excuse Member Forgey.

Aye: 6 - Member Zheng, Member Collins, Member Ross, Member Mulqueeney, Member Jain, and Member Chahal

Absent: 1 - Member Forgey

CONSENT CALENDAR

1. 25-836 NURC Meeting Minutes of May 5, 2025 Special Meeting

Recommendation: Approve the NURC Meeting Minutes of the May 5, 2025 Special Meeting

A motion was made by Member Chahal, seconded by Chair Jain, to approve the Consent Calendar.

Aye: 6 - Member Zheng, Member Collins, Member Ross, Member Mulqueeney, Member Jain, and Member Chahal

Excused: 1 - Member Forgey

PUBLIC PRESENTATIONS

Public Speakers:
Ann Booker
Margaret
Maria Moguel
Athena
Mark Kelsey
Jane DeRosa

GENERAL BUSINESS

2. 25-1532 Introductory Meeting of the Restructured Neighborhood University Relations Committee

Recommendation: Note and file the staff report

Director of Economic Development & Sustainability Reena Brilliot gave a presentation on the NURC background, the approved restructuring of the NURC, and committee member appointments. New and existing committee members introduced themselves.

Public Speakers:
Maria Moguel
Mark Kelsey
Maria Lindenmuth

3. 25-1547 Community Engagement Activities in Planning for 2026

Recommendation: Note and file the staff report

Assistant City Manager Paulina Morales provided a presentation on upcoming 2026 City events and future partnerships with Santa Clara University (SCU).

Public Speakers:
Santa Clara Resident
Mark Kelsey

4. 25-1531 Updates from Community Development Department, Santa Clara University, and Police Department

Recommendation: Note and file the staff and Santa Clara University update

Planning Manager Lesley Xavier presented data on the Code Enforcement activity around SCU.

Santa Clara University Assistant Dean of Students Steve Ross presented information on the annual Walkabout, upcoming University events, and explained the task force meeting collaboration.

Santa Clara Police Department Sergeant R.J. Otico provided information about the Community Response Team, the proactive work that the Police Department does for the community surrounding SCU, and the enforcement model used when responding to reports.

Public Speakers:
Brianna
Mark Kelsey
Santa Clara Resident

5. 25-1534 2026 Neighborhood University Relations Committee Calendar

Recommendation: Approve the proposed 2026 NURC Meeting Calendar

A motion was made by Member Collins, seconded by Member Ross, to approve the 2026 NURC meeting dates.

Aye: 6 - Member Zheng, Member Collins, Member Ross, Member Mulqueeney, Member Jain, and Member Chahal

Excused: 1 - Member Forgey

ADJOURNMENT

A motion was made by Chair Jain to adjourn the meeting at 7:52 p.m.

Aye: 6 - Member Zheng, Member Collins, Member Ross, Member Mulqueeney, Member Jain, and Member Chahal

Excused: 1 - Member Forgey

The next regular scheduled meeting is on March 2, 2026, at 6 p.m. in the City Hall Council Chambers.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Downtown Community Task Force

10/16/2025 **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 Downtown Community Task Force meeting in a hybrid manner, in-person and a method for the public to participate remotely:

Via Zoom:
https://santaclaraca.zoom.us/j/86910818873
or
By Phone: 1(669) 900-6833

Meeting ID: 869 1081 8873

CALL TO ORDER AND ROLL CALL

Vice Chair Ondrasek called the meeting to order at 6:02 p.m.

Chair Thompson participated in the meeting remotely under AB 2449 in Government Code § 54953(f) due to emergency circumstances.

Present 8 - Adam Thompson, Dan Ondrasek, Rob Mayer, Debra von Huene, Ana Vargas-Smith , Mathew Reed, Butch Coyne, and Sean Collins

Absent 1 - Atisha Varshney

A motion was made by Member Collins, seconded by Member von Huene, to excuse Member Varshney.

Aye: 8 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, Coyne, and Sean Collins

Excused: 1 - Varshney

CONSENT CALENDAR

There are no consent items.

PUBLIC PRESENTATIONS

Public Speaker:
Reena Brilliot, City of Santa Clara Director of Economic Development and Sustainability

GENERAL BUSINESS

1. Introduction and Discussion on the Community Benefits Program for the Downtown Precise Plan

Public Speakers:
Mary Grizzle
Reena Brilliot, City of Santa Clara Director of Economic Development and Sustainability
Suds Jain
Donna West

ADJOURNMENT

A motion was made by Member von Huene, seconded by Member Collins, to adjourn the meeting at 8:00 p.m.

Aye: 8 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, Coyne, and Collins

Excused: 1 - Varshney

MEETING DISCLOSURES

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REVISED

City of Santa Clara

Meeting Minutes

Bicycle & Pedestrian Advisory Committee

10/27/2025 **4:00 PM** **Hybrid Meeting**
City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95051

The City of Santa Clara is conducting the Bicycle and Pedestrian Committee 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/83368467068
Meeting ID: 833 6846 7068 or
Phone: 1 (669) 900-6833

1 CALL TO ORDER AND ROLL CALL

Chair Megas called the meeting to order at 4:02 PM.

.

Present 6 - Member Hung Duong, Member Jorge Haro, Member Ken Kratz, Vice Chair Jonathan Marinaro, Chair Betsy Megas, and Member Vernon Shure

Absent 1 - Member Guillermo Jenaro

A motion was made by Member Kratz, seconded by Member Duong to excuse Member Jenaro from the meeting.

Aye: 6 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, and Member Shure

Excused: 1 - Member Jenaro

2 PUBLIC PRESENTATIONS

Video [00:03:06]

Roberta Cadwallader commented that children are riding bicycles on the sidewalk and she is expected to move when bicyclists are passing on the sidewalk. She does not like that she has to move over while walking on the sidewalk because she is a senior with arthritis. Parents are telling their children that they have the right to ride on the sidewalk, but the City has regulations stating that there's no bicycle riding on the sidewalks. Seniors are in danger and this is a concern.

Member Kratz sought clarification from Staff on the issue that was just presented.

Transportation Manager Chan verified that in his discussion with the Police Department, and having looked at the City Ordinance, that riding a bicycle on City sidewalks is not permitted. The Police Department are not actively enforcing bicycling on the sidewalk. They are primarily using this specific code to investigate nefarious activities.

Diane Harrison commented that speakers, including BPAC members and non-members, should identify themselves when speaking.

3 CONSENT CALENDAR

A. 25-1074 Bicycle and Pedestrian Advisory Committee Meeting Minutes of August 25, 2025 (Chair)

Recommendation: Approve the Bicycle and Pedestrian Advisory Committee Meeting Minutes of August 25, 2025.

Video [00:08:39]

A motion was made by Vice Chair Marinaro, seconded by Member Kratz, to Approve the Consent Calendar. The motion carried by the following votes:

Aye: 6 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, and Member Shure

Excused: 1 - Member Jenaro

4 REPORTS FOR COMMITTEE INFORMATION

A. 25-1075 Police Verbal Update (Police Staff)

Video: [00:11:57]

This agenda item was not discussed at the meeting since the Police Department Representative was not in attendance.

5 ACTION ITEMS / GENERAL BUSINESS

A. 25-1084 Action to Recommend City Council Adoption of the Santa Clara Vision Zero Action Plan (He)

Recommendation: Recommend to City Council to adopt the Santa Clara Vision Zero Action Plan.

Video: [00:12:24]

Senior Civil Engineer He and Mr. Mike Colety, Project Consultant - Senior Vice President from Kimley-Horn Associates provided a presentation regarding **Vision Zero** Key Plan Elements, Next Steps, and Staff Recommendation for approval and adoption by City Council.

Public Speakers: Diane Harrison and Gavin Achtemeir

A motion was made by Vice Chair Marinaro, seconded by Member Kratz, to recommend to City Council to adopt the Santa Clara Vision Zero Action Plan. The motion carried by the following votes:

Aye: 6 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, and Member Shure

Excused: 1 - Member Jenaro

B. 25-1518 Dissolution of Current Subcommittees and Creation of New Subcommittees (Chan/Haro)

Recommendation: Dissolve current BPAC subcommittees and create new subcommittees as requested by the BPAC

Video: [01:23:28]

Transportation Manager Chan and **Deputy City Attorney Haro** provided a report on subcommittees as part of the BPAC.

Committee comments and questions followed. **Transportation Manager Chan** and **Deputy City Attorney Haro** addressed **Committee** questions.

Public Speaker: Diane Harrison

A motion was made by Vice Chair Marinaro, seconded by Chair Megas, to dissolve the current BPAC subcommittees and create a new Wayfinding ad-hoc subcommittees as requested by the BPAC. The motion carried by the following votes:

Aye: 5 - Member Duong, Member Haro, Vice Chair Marinaro, Chair Megas, and Member Shure

Nay: 1 - Member Kratz

Excused: 1 - Member Jenaro

Video: [02:49:34]

A motion was made by Chair Megas, seconded by Member Shure, to appoint members Haro, Kratz, and Vice Chair Marinaro to the Wayfinding ad-hoc subcommittee. The motion carried by the following votes:

Aye: 6 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, and Member Shure

Excused: 1 - Member Jenaro

6 REPORTS FOR COMMITTEE INFORMATION (CONTINUED)

A. 25-1077 Public Works Verbal Update (Liw/Chan)

Video: [03:06:43]

Transportation Manager Chan gave the following updates:

1. Rules of the Subcommittees as discussed in item 25-1518.
2. Superbowl 60, February 2026
3. FIFA World Cup, June and July 2026: 6 games
4. Traffic Staff Update - **Assistant Director/City Engineer Liw** mentioned that **Senior Civil Engineer He** has been promoted recently and is now with the Design Division of the Department of Public Works.
5. Work Plan Topic Request Forms due December 12, 2025
6. BPAC Workplan

Transportation Manager Chan advised the **Committee** that this is his last BPAC meeting with the City of Santa Clara as he is retiring at the end of the year.

B. 25-1085 Complete Streets Review for the 2026 Annual Street Maintenance and Rehabilitation Project (Chan)

Video: [03:11:49]

Transportation Manager Chan reported to the **Committee** that the Department of Public Works is designing the 2026 Annual Street Maintenance and Rehabilitation Project.

Committee comments and questions followed. **Transportation Manager Chan** addressed the **Committee** questions.

C. 25-1083 Revise Traffic Calming Policy from 1999; Review, Revise, and Update City's Neighborhood Traffic Calming Program (Chan)

Video: [03:29:32]

Transportation Manager Chan reported that **Member Kratz and Jane Casamajor** requested a review and update of the City Traffic Neighborhood Traffic Calming Program (NTCP). As part of the Vision Zero study presented earlier this evening, the NTCP will be comprehensively updated to support Vision Zero.

Committee comments and questions followed. **Transportation Manager Chan** addressed **Committee** questions.

D. 25-1080 San Tomas Aquino Creek Trail Closures, Detours, and Public Noticing for Upcoming Major Events (Chan)

Video: [03:41:03]

Transportation Manager Chan reported some preliminary information on the NFL staff planning of Super Bowl 60 which will impact bicycle and pedestrian travel. A map was shown on which streets will be closed.

Committee comments and questions followed. **Transportation Manager Chan** addressed **Committee** questions.

E. 25-1082 Report on Funding Opportunities (Garcia)

Video: [04:07:50]

Senior Civil Engineer Garcia reported on current and upcoming funding opportunities, such as public grants, and private sources of funding, including potential infrastructure projects and programs eligible for this funding.

Committee comments and questions followed. **Senior Civil Engineer Garcia** addressed **Committee** questions.

Public Speaker: Diane Harrison

F. 25-1071 Bicycle Plan Status of Projects and Programs (Shariat)

Video: [04:19:18]

Principal Transportation Planner Shariat reported regarding the project and programs of the Bicycle Plan.

Committee comments and questions followed. **Principal Transportation Planner Shariat** addressed **Committee** questions.

Public Speaker: Diane Harrison and Edmund Drozek

G. 25-1073 Pedestrian Master Plan Status of Projects, Objectives, and Policies (Shariat)

Video: [04:52:44]

Principal Transportation Planner Shariat reported on the status of the Pedestrian Master Plan projects and objectives.

Committee comments and questions followed. **Principal Transportation Planner Shariat** addressed **Committee** questions.

Public Speaker: Diane Harrison

H. 25-1122 Grant Activity Verbal Update (Shariat)

Video: [05:14:33]

Principal Transportation Planner Shariat reported on the Grant Activity.

Committee comments and questions followed. **Principal Transportation Planner Shariat** addressed **Committee** questions.

Public Speaker: Diane Harrison

I. 25-1078 Valley Transportation Authority Bicycle and Pedestrian Advisory Committee Meetings Update (Megas)

Video: [05:17:23]

Chair Megas reported on the Valley Transportation Authority Bicycle and Pedestrian Advisory Committee Meetings.

Committee comments and questions followed. **Chair Megas** addressed **Committee** questions.

Public Speaker: James Kuszmaul

J. 25-1079 Santa Clara Station Area Task Force Update (Shure)

Video: [05:31:59]

Member Shure reported on the update of the Santa Clara Station Area Task Force.

Committee comments and questions followed. **Member Shure** addressed **Committee** questions.

7 ANNOUNCEMENTS

Video: [05:41:09]

Chair Megas reported that November 1 is the 70th Anniversary of the Mission Library.

November 1 and 2: Semi-Annual Open House for the South Bay Historical Railroad Society.

8 ADJOURNMENT

Video: [05:42:35]

A motion was made by Vice Chair Marinaro, seconded by Chair Megas to adjourn the meeting at 9:45 PM. The motion carried by the following votes:

Aye: 6 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, and Member Shure

Excused: 1 - Member Jenaro

MEETING DISCLOSURES

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26-283 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Reports for January 2026 and Approval of the Related Budget Amendments

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 January 2026 are submitted for your information. The financial reviews, as of January 31, 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 January 31, 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) at 53% of the budget through January 2026. In some cases, such as property tax, most payments are scheduled to occur later in the fiscal year. Based on the prior year performance and collections through January, General Fund revenues are currently tracking to exceed the budget. As shown in Monthly Financial Status Report, General Fund expenditures (excluding transfers) were at 54.7% through January 2026 and are tracking within budgeted levels.

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

Sewer, Cemetery, Solid Waste, and Water Recycling) were at 44.3% of the budget through January 31, 2026, while total expenses were at 53.3%.

In January, donations of $9,822 were received, bringing total donations to $46,694.

The Spring 2026 UCLA Anderson Forecast points to a shift in economic momentum since late 2025 with strong projected economic growth approaching 3% in 2026. This growth is expected to be driven by income tax cuts, expansion of fiscal stimulus, and artificial intelligence investment.

In the advance estimate for the fourth quarter 2025, the Gross Domestic Product (GDP) increased at an annual rate of 1.4%, following a GDP increase of 4.4% in the third quarter 2025. On a national level, the unemployment rate changed little from 4.4% in December 2025 to 4.3% in January 2026. In January, the number of unemployed persons totaled 7.4 million, down approximately 2% from December. The California unemployment rate changed little from 5.6% to 5.5% between November and December 2025. The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.0% in December 2025, down slightly from a revised 4.3% in November 2025, and unchanged from the December 2024 level of 4.0%.

Staff will continue to closely monitor the General Fund revenues and the City's overall financial performance.

Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of January 31, 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 January 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 4.14% in January.

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. The recommended budget adjustment is described in Attachment 3 and summarized below:

- General Fund - increases the Other Revenue estimate to recognize sponsorship funding and allocates the funds to the Non-Departmental budget for the “Where the Mission Meets the Moment” campaign;
- Expendable Trust Fund - increases the Other Agencies Revenue estimate and increases the Silicon Valley Animal Control Authority appropriations for the Information Technology and Public Works Departments; and
- Fire Operating Grant Trust Fund - increases the Other Agencies Revenue estimate and increases the USAR Training Reimbursement appropriation.

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 January 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, increase the Other Revenue estimate and the Non-Departmental budget for the “Mission Meets the Moment” campaign, with a net impact of $25,000;
   b. In the Expendable Trust Fund, increase the Other Agencies Revenue estimate and the Silicon Valley Animal Control Authority appropriations for the Information Technology and Public Works Departments, with a net impact of $45,000; and
   c. In the Fire Operating Grant Trust Fund, increase the Other Agencies Revenue Estimate and the USAR Training Reimbursement appropriation, with a net impact of $3,520.

Five affirmative Council votes required to allocate additional revenue

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Monthly Financial Status Report - January 2026
2. Monthly Investment Report - January 2026
3. FY 2025/26 Budget Amendments

City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

January 2026

City of Santa Clara

Financial Status Report as of January 31, 2026

This report summarizes the City's financial performance for the month ended January 31, 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.

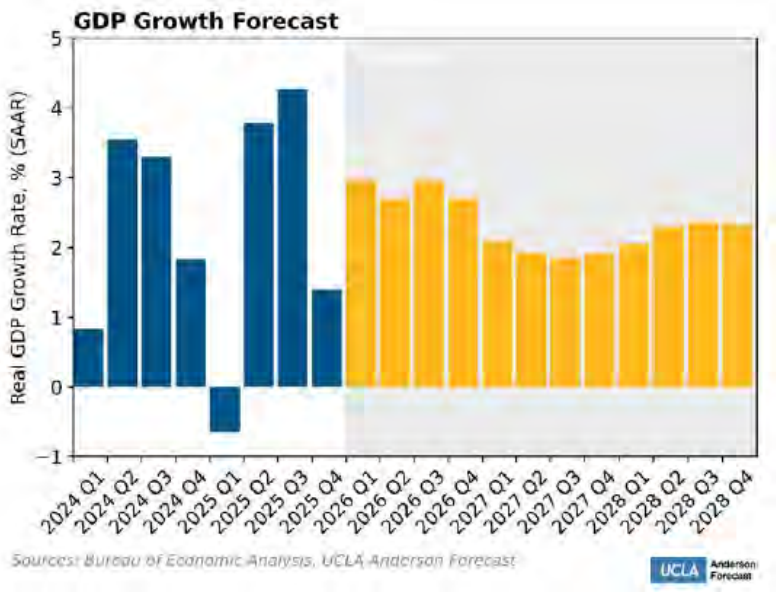
Economic Outlook

The Spring 2026 UCLA Anderson Forecast points to a shift in economic momentum with strong projected economic growth approaching 3% in 2026. "After momentarily stuttering in 2025 in the face of the highest tariff rates in a century, the U.S. economy is expected to resume a brisk pace of nearly 3% GDP growth in 2026. This expansion is fueled by significant fiscal stimulus, through income tax cuts, looser financial conditions, and an expanding boom in AI capital expenditures. Supporting this growth in demand are the continued gains in productivity observed since the post-pandemic recovery. While the labor market is projected to strengthen in response to rising demand, restrictive immigration policies will continue to limit its overall rate of expansion.

The aggregate strength of the economy masks significant underlying vulnerabilities that should not be ignored. Delinquency rates on credit cards and auto loans are concerningly high. Simultaneously, small businesses have seen shrinking employment as they struggle with the elevated cost of goods driven by tariffs and labor shortages linked to deportations. The residential real estate sector remains largely paralyzed by a dual stagnation of demand and supply; meanwhile, new construction inventories are beginning to pile up, placing downward pressure on home prices. Consequently, consumer sentiment remains at levels typically observed only during recessions, highlighting a deep disconnect between macroeconomic indicators and the financial reality of many Americans."[1]

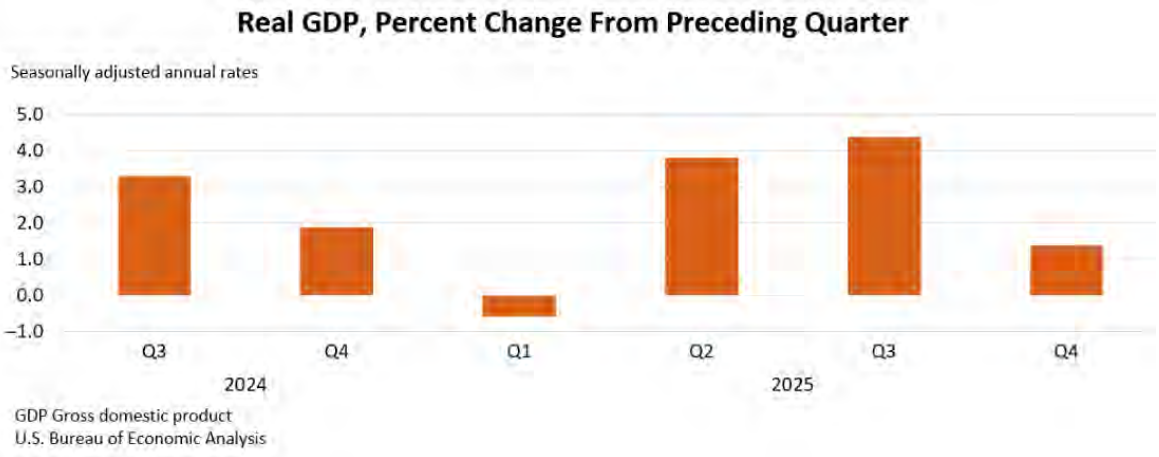
The UCLA Forecast assumes real Gross Domestic Product (GDP) growth of approaching 3.0% in 2026, driven by growth in personal consumption and continued capital investment, including investment in AI infrastructure and equipment. Lower GDP growth is expected in 2027 and 2028 with increases in the low- to mid- 2% range as the AI infrastructure buildout begins to taper and the fiscal landscape becomes more restrained with spending cuts taking effect, particularly to Medicaid and SNAP.

Quarterly Real GDP Growth Forecast (Seasonally Adjusted Annual Rates)

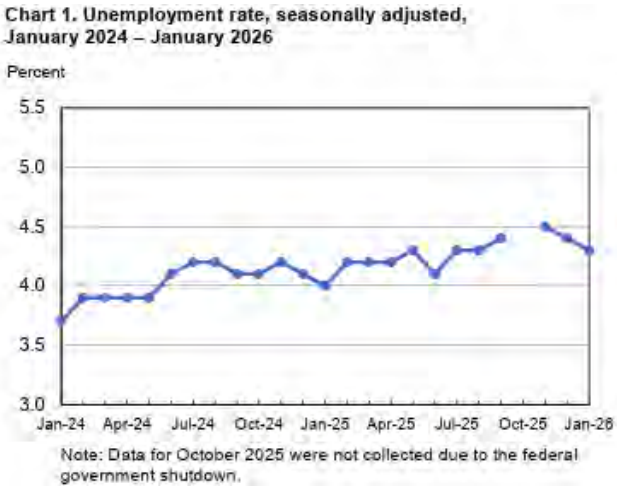


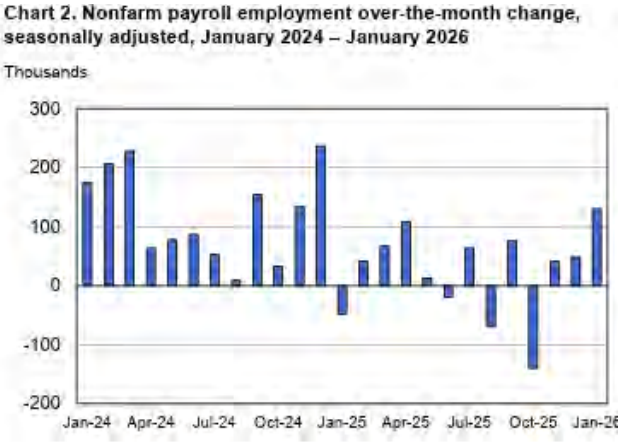
[1] UCLA Anderson Forecast for the Nation, Spring 2026 Report: From Tariff Hikes to Income Tax Cuts

In the advance estimate for the fourth quarter of 2025, the Gross Domestic Product (GDP) increased at an annual rate of 1.4%, following a GDP increase of 4.4% in the third quarter. The increase in real GDP primarily reflected increases in consumer spending and investments. These were offset by decreases in exports and government spending. Imports, which are a subtraction in the calculation of GDP, decreased.[2]



On a national level, the unemployment rate of 4.3% changed little between December 2025 and January 2026. In January, the number of unemployed persons totaled 7.4 million, a slight decrease of approximately 141,000 from December. These measures are higher than a year earlier, when the jobless rate was 4.0 percent, and the number of unemployed people was 6.9 million.[3]





[2] https://www.bea.gov/news/2026/gdp-advance-estimate-4th-quarter-and-year-2025
[3] https://www.bls.gov/news.release/pdf/empsit.pdf

At the state level, the California unemployment rate changed little from 5.6% to 5.5% between November and December 2025. This rate is unchanged from the 5.5% rate in December 2024. Over the past year, California employers have lost 11,200 nonfarm jobs (0.1% decrease).[4]

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.0% in December 2025, down from a revised 4.3% in November 2025, and unchanged from the December 2024 level of 4.0%. Between December 2024 and December 2025, employment in this region decreased by 1,700 jobs, or 0.1%. The largest decreases were in professional and business services (down 8,600 jobs) and manufacturing (down 3,500 jobs). Notable employment increases were in private education and health services (up 7,100 jobs) and leisure and hospitality (up 1,900 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 $383.7 million to reflect carryover encumbrances from fiscal year 2024/25 and various budget amendments approved by the City Council through January 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-december-2025/
[5] https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf

General Fund Revenues

As of January 31, 2026, $178.6 million, or 53% of General Fund revenue (excluding transfers) was received. Collections are tracking below par through January due to the timing of payments. In some cases, such as property tax, most payments are scheduled to occur later in the fiscal year. Transfers and use of reserves of $46.9 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 01/31/2026	Percentage Received	Actual Through 01/31/2025	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 65,850,000	$ 65,850,000	$ 31,302,099	47.54%	$ 28,553,922	$ 2,748,177	9.62%
Property Tax	101,181,000	101,181,000	51,415,636	50.82%	48,696,434	2,719,202	5.58%
Transient Occupancy Tax	27,500,000	27,500,000	13,652,053	49.64%	11,640,020	2,012,033	17.29%
Other Taxes	7,200,000	7,200,000	2,460,076	34.17%	2,604,025	(143,949)	-5.53%
Total Taxes	**201,731,000**	**201,731,000**	**98,829,864**	**48.99%**	**91,494,401**	**7,335,463**	**8.02%**
LICENSES & PERMITS							
Business Licenses	6,200,000	6,200,000	4,042,100	65.20%	4,042,863	(763)	-0.02%
Building Permits	-	-	953,453	N/A	791,665	161,788	20.44%
Fire Operation Permits	1,998,000	1,998,000	1,512,704	75.71%	1,323,470	189,234	14.30%
Miscellaneous Permits	26,000	26,000	254	0.98%	11,304	(11,050)	-97.75%
Total Licenses & Permits	**8,224,000**	**8,224,000**	**6,508,511**	**79.14%**	**6,169,302**	**339,209**	**5.50%**
FINES & PENALTIES	**1,557,000**	**1,557,000**	**1,944,880**	**124.91%**	**1,403,631**	**541,249**	**38.56%**
INTERGOVERNMENTAL	**580,000**	**1,028,764**	**656,264**	**63.79%**	**1,189,353**	**(533,089)**	**-44.82%**
CHARGES FOR SERVICES	**35,626,474**	**35,726,474**	**22,047,366**	**61.71%**	**20,216,539**	**1,830,826**	**9.06%**
SILICON VALLEY POWER TRANSFER	**37,275,000**	**37,275,000**	**21,743,755**	**58.33%**	**20,687,975**	**1,055,780**	**5.10%**
USE OF MONEY & PROPERTY							
Interest	6,247,000	6,247,000	4,492,657	71.92%	2,197,241	2,295,416	104.47%
Rent	13,107,611	13,536,011	8,595,971	63.50%	7,478,037	1,117,934	14.95%
Total Use of Money & Property	**19,354,611**	**19,783,011**	**13,088,628**	**66.16%**	**9,675,278**	**3,413,350**	**35.28%**
MISCELLANEOUS REVENUES	**380,000**	**398,700**	**567,523**	**142.34%**	**356,453**	**211,070**	**59.21%**
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	28,044,857	28,044,857	100.00%	6,162,369	21,882,488	355.10%
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**	**46,873,815**	**46,873,815**	**100.00%**	**23,768,452**	**23,105,363**	**97.21%**
STADIUM OPERATION							
Charges for Services	24,423,380	24,497,380	11,997,086	48.97%	9,587,056	2,410,030	25.14%
Rent and Licensing	6,640,308	6,640,308	1,208,634	18.20%	7,504,101	(6,295,467)	-83.89%
Total Stadium Operation	**31,063,688**	**31,137,688**	**13,205,720**	**42.41%**	**17,091,157**	**(3,885,437)**	**-22.73%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 383,735,452**	**$ 225,466,326**	**58.76%**	**$ 192,052,542**	**$ 33,413,784**	**17.40%**

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2024 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.125%, of which the City receives 1.0%. As of January 31, 2026, $31.3 million has been recorded, which is 9.6% higher than prior year collection levels. Given the timing of payments, the sales tax receipts through January account for actual activity in the first quarter (July through September 2025) totaling $18.4 million and advance payments for October and November 2025 totaling $12.5 million. In addition, $0.3 million has been received for the Proposition 172 Public Safety Sales Tax, which is consistent with the prior fiscal year.

In the 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. This decline was partially offset by growth in the remaining categories: construction (up 6.7%), food products (up 7.2%), general retail (up 6.2%) and transportation (up 6.5%) categories. The County pool receipts in the first quarter of FY 2025/26 were also up 12.0% over the first quarter of FY 2024/25 based on the City's strong sales tax performance; these collections represent approximately 20% of the City's sales tax receipts.

While not reflected in the figures through January, the City has received data for the second quarter of FY 2025/26 (October – December 2025 activity). Collections in that quarter totaled $21.9 million and were 8.6% above the $20.2 million collected in the same quarter last fiscal year. The City does not yet have any information on the drivers of that growth and how much can be attributed to one-time activities. 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 may exceed the budget by approximately $10 million based on preliminary estimates with the limited data available and projections from the City's sales tax consultant.

Property Tax: Through January, Property tax receipts totaled $51.4 million, up 5.6% 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 $103.6 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 January 31, 2026, $13.7 million has been collected, which reflects a 17.3% 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 expected 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 $2.5 million through January, which is slightly below last fiscal year's collection levels of $2.6 million. Receipts reflect franchise tax ($1.7 million) and documentary transfer tax ($0.8 million).

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 $6.5 million, or 79.1% of the $8.2 million budget. This collection level is higher than prior year receipts of $6.2 million. Business licenses receipts represent the majority of the collections to date at $4.0 million. Collections in this category are tracking on par with the prior year level.

Fines & Penalties: Includes collection charges (late fees), vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through January was $1.9 million, which is above the budget of $1.6 million and the prior year level collections of $1.4 million. The majority of the receipts are comprised of collection charges. The variance from the prior year is primarily due to higher collection charges.

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 January 31, 2026, $0.7 million has been collected in this category, which is 44.8% 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, while miscellaneous other agency revenues total $0.4 million, which primarily reflects the SB 90 reimbursements from the State for state-mandated programs delivered by the Police Department. These funds were appropriated to the Police Department as part of the July/August Monthly Financial Report actions that were approved by the City Council on October 21, 2025.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through January, collections totaled approximately $22.0 million or 61.7% of the budget. This reflects a 9.1% 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 $13.1 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 came in nearly 104% 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 approximately $3 million based on current collection trends.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, and one-time miscellaneous revenues. Through January, collections of $0.6 million exceeded the budget and are 59.2% above the prior year collections of $0.4 million.

Stadium Operation: Through January 31, 2026, $13.2 million has been collected through charges for services and rent. Of this amount, $3.4 million and $3.9 million represents public safety cost reimbursements for non-NFL events and NFL games, respectively. The City also received the ground lease payment of $1.2 million and general and administrative cost reimbursements of $1.1 million, both from the Stadium Authority. Between December and January, the lease payment decreased by $60,000 due to the timing of Senior & Youth Fee recognition. An accrual was recorded in December, with the related revenue recognized in February. Reimbursements of $2.8 million have been received from the Bay Area Host Committee. Remaining collections of $0.8 million reflected parking permits.

General Fund Expenditures

As of January 31, 2026, $234.3 million or 61.1% of the General Fund operating budget had been expended, which is higher than prior year expenditure levels. Excluding transfers, expenditures totaled $180.7 million, or 54.7% of the budget, which is slightly below par of 58.3%. Transfers of $53.6 million have occurred as budgeted. Overall, expenditures in the General Fund are within budgeted levels through January 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 01/31/2026	Percentage Used	Actual Through 01/31/2025	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 20,501,477	$ 19,788,144	$ 9,689,977	48.97%	$ 8,911,702	$ 778,275	8.73%
City Council	1,268,362	1,273,274	675,824	53.08%	626,182	49,642	7.93%
City Clerk	1,761,474	1,763,949	1,039,904	58.95%	1,048,079	(8,175)	-0.78%
City Manager	5,859,758	6,942,349	3,394,833	48.90%	2,487,962	906,871	36.45%
City Attorney	4,619,355	4,760,193	2,467,608	51.84%	1,699,821	767,787	45.17%
City Auditor	1,075,554	1,167,005	458,999	39.33%	437,782	21,217	4.85%
Human Resources	5,470,869	5,758,815	2,434,442	42.27%	2,338,018	96,424	4.12%
Finance	20,897,522	21,598,708	11,196,739	51.84%	11,677,545	(480,806)	-4.12%
Total General Government	**61,454,371**	**63,052,437**	**31,358,326**	**49.73%**	**29,227,091**	**2,131,235**	**7.29%**
PUBLIC WORKS	**30,216,576**	**31,460,071**	**16,555,549**	**52.62%**	**14,698,520**	**1,857,029**	**12.63%**
COMMUNITY DEVELOPMENT	**6,039,535**	**6,237,266**	**3,119,122**	**50.01%**	**2,783,343**	**335,779**	**12.06%**
PARKS AND RECREATION	**24,548,978**	**25,373,495**	**13,737,482**	**54.14%**	**12,459,226**	**1,278,256**	**10.26%**
PUBLIC SAFETY							
Fire	70,335,667	70,804,167	41,483,343	58.59%	40,260,646	1,222,697	3.04%
Police	99,261,544	100,299,895	59,075,971	58.90%	52,808,481	6,267,490	11.87%
Total Public Safety	**169,597,211**	**171,104,062**	**100,559,314**	**58.77%**	**93,069,127**	**7,490,187**	**8.05%**
LIBRARY	**12,178,570**	**12,300,254**	**6,790,991**	**55.21%**	**6,939,745**	**(148,754)**	**-2.14%**
DEPARTMENTAL TOTAL	**304,035,241**	**309,527,585**	**172,120,784**	**55.61%**	**159,177,052**	**12,943,732**	**8.13%**
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	17,649,996	17,649,996	100.00%	7,324,722	10,325,274	140.96%
Total Other Financing Uses	**28,629,485**	**53,644,358**	**53,644,358**	**100.00%**	**26,710,716**	**26,933,642**	**100.83%**
STADIUM OPERATION	**20,359,841**	**20,563,508**	**8,581,583**	**41.73%**	**6,288,928**	**2,292,655**	**36.46%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 383,735,452**	**$ 234,346,725**	**61.07%**	**$ 192,176,696**	**$ 42,170,029**	**21.94%**

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 January, expenditures totaled $9.7 million, or 49% of the budget, which is below par of 58.3%. Current year spend is tracking higher than prior year levels, primarily in the salaries and benefits and contractual services categories.

City Attorney: Actual expenditures through January totaled approximately $2.5 million, which is 51.8% of the budget, which is below par. Spending is higher than the total expenditures through the same time last fiscal year by 45% due to higher salaries and benefits costs.

City Clerk: Through January, actual expenditures were tracking slightly above budget at approximately $1.0 million or 59% of the budget, primarily in the salaries and benefits categories. This spend is consistent with prior year levels. Staff will continue to monitor the Department spend and bring forward adjustments if necessary.

City Council: Through January, expenditures of $0.7 million were at 53.1% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a 7.9%% increase in expenditures, resulting from higher salary and benefits and conference, training and travel spend. This is partially offset by lower spending for as-needed staff.

City Manager: The actual expenditures through January totaled $3.4 million, or 48.9% of the budget, which is below par for this time of the year. Expenditures are approximately 36.5% higher compared with the spending level during the same period last fiscal year. This is due to higher spend in the salaries and benefits 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 January, departmental expenditures for the Planning and Housing and Community Services divisions totaled $3.1 million, or 50% of the budget, which is below par of 58.3%. This expenditure level is 12.1% above the prior year as a result of higher salaries and benefits and contractual services spend.

Finance Department: Through January, the Department's expenditures totaled $11.2 million, or 51.8% of the budget, which is below par. This expenditure level was approximately 4.1% lower compared to the same period last year. Higher salaries and benefits expenditures are offset by lower contractual services costs.

Fire Department: Through January, actual expenditures totaled $41.5 million, or 58.6% of the budget, which is at par. These expenditures are 3% above the spending level through the same period last fiscal year. Overtime expenditures are tracking at 137.1% of the budget, which is well above par for this time of year. Excluding reimbursable mutual aid-related overtime, the departmental overtime remains at

approximately 130.3% 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 January, absences are up 14% (from 48,062 to 54,762 hours) when compared with the prior fiscal year and remain above historical levels. Absences are trending high in the areas of Family and Medical Leave Act (FMLA) leave, sick leave, disability leave, and industrial injury time. 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 January, the compensatory time payouts total $1,415,083, which is above historical levels and 37% above the payouts of $1,032,884 experienced through January of last fiscal year. The Department will continue to monitor expenditures throughout the fiscal year, and any necessary budget adjustments will be brought forward for City Council consideration.

Library Department: Through January, actual expenditures totaled approximately $6.8 million, or 55.2% of the budget, which is slightly below par and the prior year expenditure level.

Parks and Recreation Department: Through January, actual expenditures totaled $13.7 million, or 54.1% of the budget, which is below par, but 10.3% higher than prior year actuals of $12.5 million. This increase reflects higher spend in the salaries and benefits categories as well as operating supplies and contractual services costs.

Police Department: Expenditures through January are tracking at $59.1 million, or 58.9% of the budget; this is approximately 11.8% higher than prior year spending levels. The increase is mainly due to higher spend in the salaries and benefits and capital outlay categories. The Department will continue to monitor expenditures throughout the fiscal year and any necessary budget amendments will be brought forward for City Council consideration.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures of $8.6 million through January are tracking at 41.7% of the budget; this expenditure level is 36.5% above the prior fiscal year due planning activities related to the Super Bowl LX and FIFA World Cup 2026. Events at the Stadium through January 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. The Bay Area Host Committee also provides reimbursement for expenses incurred related to Super Bowl LX and FIFA World Cup 2026 planning costs.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of January 31, 2026. The amended budget reflects carryover encumbrances from fiscal year 2024/25 and budget amendments approved by the City Council through January 2026.

Through the end of January, revenues totaled $18.3 million, or 61.4% of the estimate, which is above par of 58.3%, while expenditures totaled approximately $15.2 million, or 39%. Revenues in both the Building and Fire Development Services Funds and the Fire CUPA Fund are tracking above par. The Housing Authority Fund is tracking 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.

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 1/31/2026	Percentage Received	Actual Through 1/31/2025	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$ 16,736,000	$ 16,736,000	$ 12,196,775	72.88%	$ 10,176,321	$ 2,020,454	19.85%
City Affordable Housing Fund	1,253,326	502,171	311,116	61.95%	488,611	(177,495)	-36.33%
Fire CUPA Fund	2,019,000	2,019,000	1,473,475	72.98%	17,800	1,455,675	8177.95%
Fire Development Services Fee Fund	3,429,000	3,429,000	2,694,293	78.57%	2,564,177	130,116	5.07%
Housing and Urban Development	5,427,794	5,561,800	987,764	17.76%	573,706	414,058	72.17%
Housing Authority Fund	281,088	281,088	367,729	130.82%	32,251	335,478	1040.21%
Housing Successor Fund	1,302,573	1,302,573	296,242	22.74%	466,358	(170,116)	-36.48%
TOTAL	**$ 30,448,781**	**$ 29,831,632**	**$ 18,327,394**	**61.44%**	**$ 14,319,224**	**$ 4,008,170**	**27.99%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 1/31/2026	Percentage Used	Actual Through 1/31/2025	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$ 17,307,319	$ 18,457,334	$ 9,574,030	51.87%	$ 8,975,451	$ 598,579	6.67%
City Affordable Housing Fund	6,984,995	7,292,572	707,612	9.70%	510,037	197,575	38.74%
Fire CUPA Fund	1,779,867	1,783,637	832,067	46.65%	0	832,067	N/A
Fire Development Services Fee Fund	3,904,315	3,926,714	2,014,823	51.31%	2,078,975	(64,152)	-3.09%
Housing and Urban Development	5,427,794	5,720,995	1,489,129	26.03%	1,529,961	(40,832)	-2.67%
Housing Authority Fund	459,878	501,371	104,332	20.81%	98,974	5,358	5.41%
Housing Successor Fund	1,127,973	1,347,976	512,886	38.05%	382,821	130,065	33.98%
TOTAL	**$ 36,992,141**	**$ 39,030,599**	**$ 15,234,879**	**39.03%**	**$ 13,576,219**	**$ 1,658,660**	**12.22%**

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 January 2026. As of January 31, 2026, the internal service fund expenditures totaled $27.4 million, or 40.5% 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 is attributable to higher spend in the contractual services category.

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 1/31/2026	Percentage Used	Actual Through 1/31/2025	$ Change From Prior Year	Percent Change
Communication Acquisitions Fund	$ 1,064,336	$ 1,642,638	$ 473,203	28.81%	$ 5,920,301	$ (5,447,098)	-92.01%
Fleet Maintenance and Operations Fund	6,757,227	7,417,317	3,736,824	50.38%	3,458,939	277,885	8.03%
Information Technology Services Fund	18,755,875	23,478,149	9,022,916	38.43%	6,767,297	2,255,619	33.33%
Public Works Capital Projects Management Fund	4,991,087	5,863,020	2,775,945	47.35%	2,363,305	412,640	17.46%
Special Liability Fund	9,152,000	9,209,062	5,167,813	56.12%	4,675,751	492,062	10.52%
Unemployment Insurance Fund	100,000	100,000	83,608	83.61%	55,682	27,926	50.15%
Vehicle Replacement Fund	3,994,000	11,017,019	1,080,431	9.81%	2,020,419	(939,988)	-46.52%
Workers' Compensation Fund	6,858,000	8,858,000	5,016,919	56.64%	4,024,388	992,531	24.66%
TOTAL	**$ 51,672,525**	**$ 67,585,205**	**$ 27,357,659**	**40.48%**	**$ 29,286,082**	**$ (1,928,423)**	**-6.58%**

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 January 2026. As of January 31, 2026, the capital fund revenue totaled approximately $22.4 million. In the Parks and Recreation Capital Fund, $13.3 million represents MFA collections, $0.9 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 as 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 1/31/2026	Percentage Used
City Affordable Housing Capital Fund	$ 211,155	$ -	$ 211,155	$ 211,155	100.00%
Parks & Recreation	10,197,016	-	10,197,016	15,491,566	151.92%
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	1,623,993	2,984,107	4,608,100	918,079	19.92%
Streets & Highways	15,652,769	19,942,011	35,594,780	3,274,619	9.20%
Tasman East Specific Infrastructure Improvement Fund	217,682	3,517,250	3,734,932	2,112,429	56.56%
TOTAL	**$ 28,945,309**	**$ 26,733,368**	**$ 55,678,677**	**$ 22,352,876**	**40.15%**

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 January 2026. As of January 31, 2026, capital fund expenditures totaled $29.9 million, or 12.7% of the amended budget.

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.

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 1/31/2026	Percentage Used
City Affordable Housing Capital Fund	$ 4,944,484	$ -	$ 4,944,484	$ -	0.00%
Fire	500,866	1,854,028	2,354,894	815,579	34.63%
General Gov't - Other	4,437,516	12,674,976	17,112,492	695,403	4.06%
Library	24,642	653,161	677,803	12,719	1.88%
Parks & Recreation	5,717,816	40,887,990	46,605,806	2,131,206	4.57%
Public Buildings	43,412,209	9,327,180	52,739,389	3,663,306	6.95%
Related Santa Clara Developer	723,037	343,370	1,066,407	297,409	27.89%
Storm Drain	911,490	8,707,187	9,618,677	691,748	7.19%
Streets & Highways	20,063,576	76,260,521	96,324,097	20,163,874	20.93%
Tasman East Specific Infrastructure Improvement Fund	1,434,465	2,828,615	4,263,080	1,439,244	33.76%
TOTAL	**$ 82,170,101**	**$ 153,537,028**	**$ 235,707,129**	**$ 29,910,488**	**12.69%**

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of January 31, 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 1/31/2026	Percentage received	Actual Through 1/31/2025	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 600,000	$ 600,000	$ 385,229	64.20%	$ 370,775	$ 14,454	3.90%
Electric Utility Fund	1,128,195,241	1,128,195,241	479,290,075	42.48%	556,078,817	(76,788,742)	-13.81%
Sewer Utility Fund	52,407,375	52,407,375	32,577,995	62.16%	34,057,191	(1,479,196)	-4.34%
Solid Waste Utility Fund	42,287,613	42,287,613	23,060,325	54.53%	21,842,753	1,217,572	5.57%
Water Recycling Fund	9,651,409	9,651,409	5,305,349	54.97%	6,606,658	(1,301,309)	-19.70%
Water Utility Fund	76,402,644	76,402,644	40,030,238	52.39%	37,530,246	2,499,992	6.66%
TOTAL REVENUE	**$ 1,309,544,282**	**$ 1,309,544,282**	**$ 580,649,211**	**44.34%**	**$ 656,486,440**	**$ (75,837,229)**	**-11.55%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 1/31/2026	Percentage Used	Actual Through 1/31/2025	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 1,757,102	$ 1,774,177	$ 645,326	36.37%	$ 665,862	$ (20,536)	-3.08%
Electric Utility Fund	712,617,141	723,672,626	385,955,520	53.33%	323,319,870	62,635,650	19.37%
Sewer Utility Fund	43,738,253	44,110,349	30,312,442	68.72%	21,714,503	8,597,939	39.60%
Solid Waste Utility Fund	42,061,065	46,374,375	21,144,073	45.59%	21,643,221	(499,148)	-2.31%
Water Recycling Fund	10,890,055	14,745,574	5,815,989	39.44%	5,226,171	589,818	11.29%
Water Utility Fund	66,793,248	68,017,282	35,092,882	51.59%	33,706,437	1,386,445	4.11%
TOTAL - Operating Appropriations	**$ 877,856,864**	**$ 898,694,383**	**$ 478,966,232**	**53.30%**	**$ 406,276,064**	**$ 72,690,168**	**17.89%**

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 is attributable to bond proceeds received last fiscal year. 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 the timing of quarterly operations and maintenance payments made for the Regional Wastewater Facility; the third quarter was not recorded until February last fiscal year.

A summary of revenue and expenses in the Enterprise Capital Improvement Funds is detailed in the tables below. Actual revenue through January 31, 2026, totaled $8.5 million, consisting primarily of developer contributions in the Electric Utility Fund and sewer fees in the Sewer Utility Fund. Enterprise capital fund expenses totaled $64.3 million, or 7.5% 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.

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 1/31/2026	Percentage Used
Electric Utility Fund	$ 27,041,043	$ 13,091,676	$ 40,132,719	$ 2,405,922	5.99%
Sewer Utility Fund	-	-	-	6,008,312	N/A
Solid Waste Utility Fund	260,653	243,847	504,500	4,088	0.81%
Street Lighting [1]	-	-	-	11,695	N/A
Water Utility Fund	-	-	-	39,760	N/A
TOTAL - Revenue	**$ 27,301,696**	**$ 13,335,523**	**$ 40,637,219**	**$ 8,469,777**	**20.84%**

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 1/31/2026	Percentage Used
Cemetery Fund	$ 10	$ 270,479	$ 270,489	$ -	0.00%
Convention Center Capital Fund	1,590,412	2,556,629	4,147,041	-	0.00%
Electric Utility Fund	351,921,281	378,643,486	730,564,767	49,285,817	6.75%
Sewer Utility Fund	47,606,403	37,208,230	84,814,633	6,054,063	7.14%
Solid Waste Utility Fund	821,876	141,354	963,230	507,674	52.71%
Street Lighting [1]	5,837,301	12,872,569	18,709,870	5,015,851	26.81%
Water Recycling Fund	(338,786)	388,786	50,000	1,486	2.97%
Water Utility Fund	15,033,219	6,891,151	21,924,370	3,400,108	15.51%
TOTAL - CIP Appropriations	**$ 422,471,716**	**$ 438,972,684**	**$ 861,444,400**	**$ 64,264,999**	**7.46%**

(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
January 31, 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		377,000,000	
Replacement & Improvement			$ 303,090
TOTALS	**$ 124,222,392**	**$ 455,000,000**	**$ 303,090**

Donations to the City of Santa Clara

Donations received by department during the month of January 2026 and for fiscal year 2025/26 are shown in the table below.

Department	Jan-26	Fiscal Year 2025/26 Year To Date	Designated Use
City Manager's Office	50	150	Help Your Neighbor
Parks & Recreation	2,170	24,170	Case Management
Parks & Recreation	52	2,699	Roberta Jones Jr. Theatre
Parks & Recreation	7,550	19,675	Wade Brummal
TOTALS	**$ 9,822**	**$ 46,694**	

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

January 2026

City of Santa Clara

Monthly Investment Report

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CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of January 31, 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 January31, 2026.

	COST VALUE	PERCENTAGE
City	$1,557,593,233	99.91%
SOSA	11,598	0.00%
HA	1,374,126	0.09%
Unrestricted	$1,558,978,957	100.00%
Restricted Bond Proceeds	2,479,497	
Total Investments	$1,561,458,454	

On January 31, 2026 the cost value and market value of the City's unrestricted pooled investment portfolio were $1,558,978,957 and $1,569,022,695 respectively.

Investment Strategy and Market Update

The Federal Reserve (Fed) held the federal funds target range unchanged at 3.50% - 3.75% after cutting 25 basis points (bps) in each of its three prior meetings. Two Fed Governors dissented in favor of a 25 bp rate cut, underscoring the difference in opinion within the committee regarding downside risks to the labor market and upside risks to inflation.

December inflation data, as measured by the Consumer Price Index (CPI), continued to show limited progress towards the Fed's 2% target as headline CPI remained at 2.7% year-over-year. Labor market data continues to show limited layoffs but weak hiring in a continuation of the "no hire, no fire" trend.

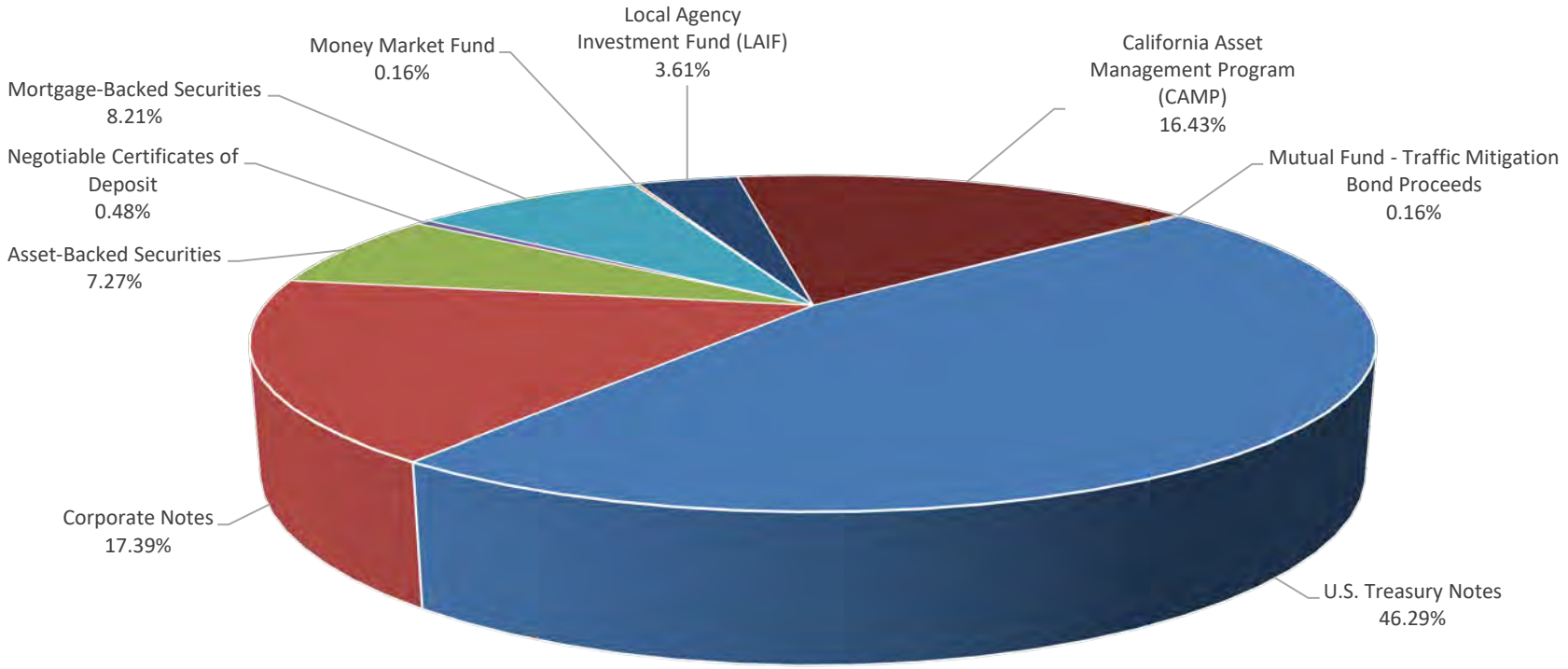
The final estimate of U.S. real gross domestic product (GDP) for 3Q25 affirmed strong momentum into year end with a quarterly annualized rate of 4.4%, the largest increase in two years. Leading the charge was consumption, which grew 3.5% over the quarter, coupled with continued positive impacts of net exports.

The yield on 3-month, 2-year, and 10-year U.S. Treasuries ended the month at 3.65%, 3.52%, and 4.24% representing increases of +3 bps, +5 bps, and +7 bps, respectively.

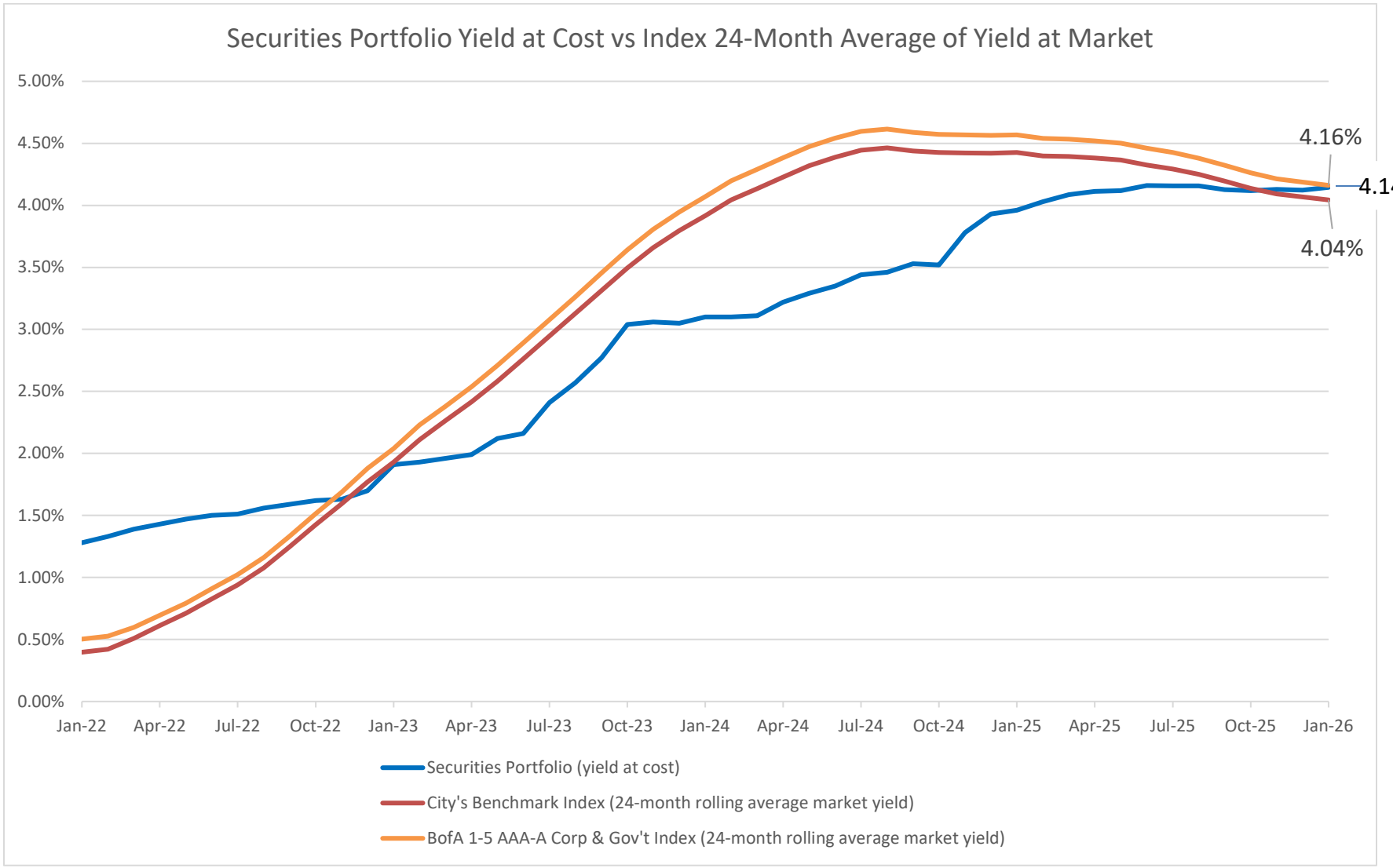
The ICE BofA 3-month, 2-year, and 10-year U.S. Treasury indices returned +0.29%, +0.19%, and -0.27%, respectively. The short end of the yield curve remains inverted with 3-month Treasury yields above 2-year yields. The intermediate- to long-end of the curve continues to steepen as the difference in yield between the 10- and 2-year U.S. Treasury notes reached its widest level since December 2021.

The City's investment strategy for January 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 January 31, 2026, 46.29% of the City's portfolio consists of U.S. Treasury Notes, 17.39% consists of investment grade Corporate Notes, 16.43% consists of California Asset Management Program (CAMP), 8.21% consists of investment grade Mortgage-Backed Securities, 7.27% consists of investment grade Asset-Back Securities, 3.61% consists of Local Agency Investment Fund (LAIF), and 0.48% consists of Negotiable Certificates of Deposit. 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 1/31/2026
Investment Yield	
Liquidity Portfolio[1]	3.83%
LAIF average monthly yield	*3.93%*
Securities Portfolio[2]	4.14%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*4.04%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*4.16%*
City Portfolio (Liquidity + Securities)	4.08%
Investment Total Return*	
Securities Portfolio	0.24%
ICE BAML 1-5 US Treasury Index	*0.16%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*0.20%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.10
Securities Portfolio[2]	3.05
City Portfolio (Liquidity + Securities)	2.43
ICE BAML 1-5 US Treasury Index	*2.70*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.75*
Cash Interest Income Current Month[3]	$ 2,682,993
Cash Interest Income Fiscal Year-To-Date[3]	$ 33,309,315

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

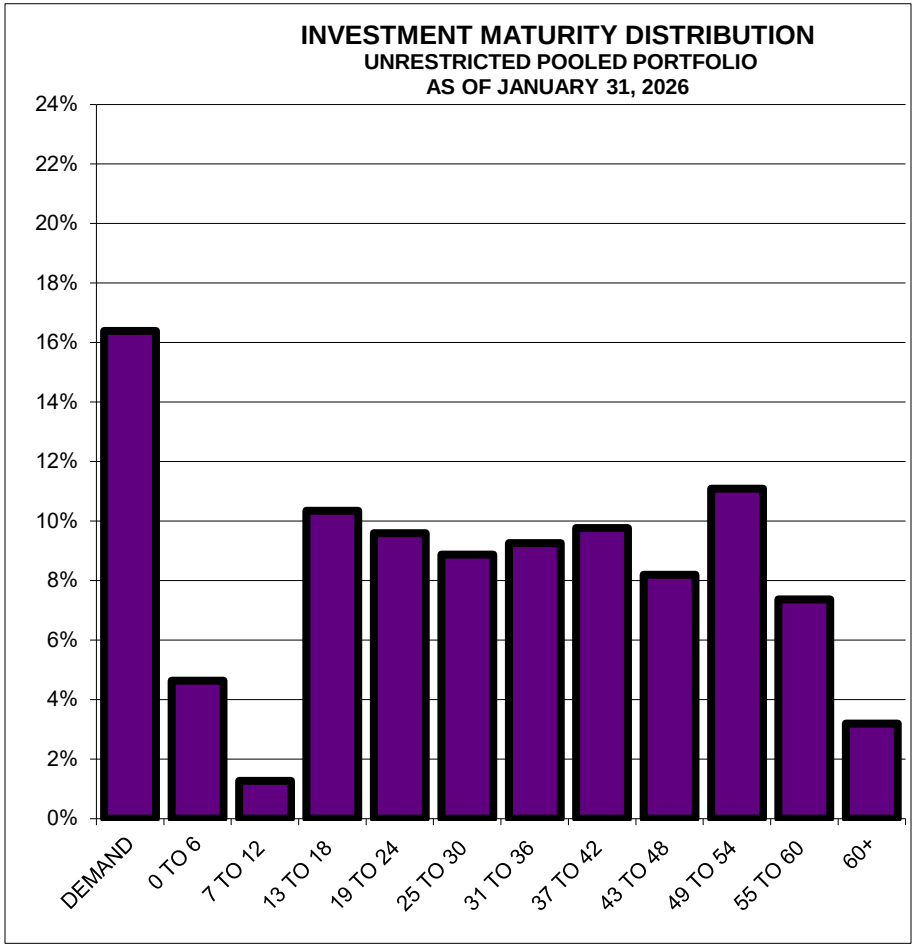
CITY OF SANTA CLARA

SUMMARY OF INVESTMENTS JANUARY 31, 2026

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	722,770,777	46.29%	No Limit
Corporate Notes	271,561,497	17.39%	25%
Asset-Backed Securities	113,553,159	7.27%	10%
Negotiable Certificates of Deposit	7,500,000	0.48%	30%
Mortgage-Backed Securities	128,127,669	8.21%	15%
Money Market Fund	2,470,213	0.16%	10% Per Fund
Local Agency Investment Fund (LAIF)	56,414,735	3.61%	$75 M
California Asset Management Program (CAMP)	256,580,907	16.43%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,479,497	0.16%	10% Per Fund
TOTAL INVESTMENTS	$ 1,561,458,454	100.00%	

INVESTMENT MATURITY DISTRIBUTION
AS OF JANUARY31, 2026
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND (a)	$ 213,141,283 (a)	3	16.39%
0 TO 6	73,934,520	7	4.64%
7 TO 12	21,796,770	5	1.27%
13 TO 18	163,009,390	19	10.35%
19 TO 24	158,989,772	16	9.59%
25 TO 30	115,404,906	25	8.87%
31 TO 36	130,308,904	26	9.26%
37 TO 42	176,754,620	21	9.77%
43 TO 48	103,154,530	25	8.20%
49 TO 54	177,440,477	27	11.09%
55 TO 60	133,450,141	15	7.37%
60+	49,880,392	1	3.20%
TOTAL	$ 1,558,978,957	190	100.00%



Average Maturity of Unrestricted Pool: **2.43 Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.

City of Santa Clara Monthly Report

1/31/2026

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	2/15/2024	4.125%	2/15/2027	91282CKA8	12,205,000.00	AA+	12/19/2024	12,180,208.59	0.00%	12,274,446.45	94,237.86
U.S. Treasury	UNITED STATES TREASURY	4/15/2024	4.500%	4/15/2027	91282CKJ9	21,925,000.00	AA+	11/20/2024	22,050,041.02	4.25%	22,168,148.25	118,107.23
U.S. Treasury	UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,321,538.00	72,991.12
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%	15,460,915.20	87,802.70
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%	2,226,048.00	-31,444.19
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%	28,062,822.70	-364,045.46
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%	10,143,800.00	-44,871.88
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%	5,092,187.60	-10,760.06
U.S. Treasury	UNITED STATES TREASURY	8/1/2022	2.750%	7/31/2027	91282CFB2	9,350,000.00	AA+	9/14/2022	8,996,818.36	3.60%	9,244,438.50	247,620.14
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%	9,785,788.50	-127,263.84
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%	4,453,830.80	149,520.64
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%	7,565,527.95	18,999.82
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%	3,820,616.85	60,308.06
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%	43,282,076.45	245,636.76
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%	16,271,798.95	-170,536.99
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%	19,144,480.80	56,352.67
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%	4,296,401.15	-13,116.04
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%	4,796,217.50	-37,093.05
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%	3,238,415.00	-49,643.59
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%	7,172,067.00	-10,850.97
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%	7,370,195.25	34,924.73
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%	4,879,924.50	-26,153.63
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%	5,508,780.75	-9,634.29
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%	7,219,269.75	-27,760.52
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%	854,435.70	-965.08
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%	8,152,316.00	149,774.02
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%	2,471,927.50	49,107.19
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%	5,261,674.25	30,988.51
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%	7,425,872.00	-106,628.00
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%	2,684,180.80	-7,061.11
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%	5,068,250.25	25,761.97
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%	11,751,076.95	55,499.22
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%	10,128,857.55	126,465.95
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%	8,296,350.45	147,276.23
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%	6,085,973.00	151,402.32
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%	5,015,340.00	93,377.11
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%	2,955,854.00	19,326.39
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%	6,094,995.00	-45,844.84
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%	5,330,538.00	-25,179.19
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%	11,646,464.40	-322,635.60
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%	1,441,983.60	1,944.54
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%	8,189,592.75	38,888.65
U.S. Treasury	UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,950,000.00	AA+	1/19/2024	14,770,132.81	4.02%	15,009,501.00	239,368.19
U.S. Treasury	UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	6,250,000.00	AA+	1/4/2024	6,202,148.44	3.92%	6,274,875.00	72,726.56
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	6,400,000.00	AA+	2/13/2024	6,367,750.00	4.11%	6,470,016.00	102,266.00
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%	4,786,800.90	-27,547.34
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	5,030,000.00	AA+	2/14/2024	4,968,107.42	4.28%	5,085,028.20	116,920.78
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%	9,030,770.70	-9,729.30
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%	4,454,318.75	-43,728.13
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%	2,901,670.50	33,746.67
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%	10,196,830.50	257,930.11
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%	16,915,122.00	502,954.03
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%	5,792,850.00	-16,720.31

City of Santa Clara Monthly Report

1/31/2026

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	5/31/2024	4.500%	5/31/2029	91282CKT7	4,950,000.00	AA+	6/7/2024	4,993,892.58	4.30%	5,080,333.50	86,440.92
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%	24,817,724.40	-254,681.67
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%	1,120,669.00	-7,647.41
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%	17,273,584.45	414,618.63
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%	7,732,616.10	194,204.38
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%	9,679,750.50	-139,486.80
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%	10,452,762.00	23,666.30
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%	12,676,251.00	-59,963.84
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%	1,866,503.10	2,346.85
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%	5,539,487.25	57,694.28
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%	5,151,971.55	50,215.10
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%	3,222,117.00	49,721.49
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%	1,156,917.60	25,378.54
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	13,100,000.00	AA+	12/6/2024	13,123,539.06	4.08%	13,294,404.00	170,864.94
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%	2,740,068.00	67,595.34
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	5,200,000.00	AA+	12/13/2024	5,178,265.63	4.22%	5,277,168.00	98,902.37
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%	5,199,603.00	118,402.15
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%	10,195.30	224.60
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%	1,136,775.95	21,514.62
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%	6,146,580.20	92,480.59
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%	3,944,250.45	43,939.90
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%	5,349,548.25	-12,893.16
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%	4,269,592.50	9,133.52
U.S. Treasury	UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	32,665,000.00	AA+	9/3/2025	32,492,374.62	3.74%	32,458,230.55	-34,144.07
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%	3,587,148.70	-29,761.07
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%	6,009,344.00	-19,703.54
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%	1,489,920.00	-5,861.25
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%	7,590,097.50	-41,377.11
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%	9,871,100.00	-71,868.75
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%	6,716,584.70	-24,386.45
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%	153,777.05	-690.14
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%	49,618,581.30	-261,810.50
	U.S. Treasury Bond / Note				**Subtotal**	719,070,000.00			722,770,777.03		725,206,858.55	2,436,081.52
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	7/1/2023	4.181%	7/1/2028	3136BQDE6	8,351,478.95	AA+	11/30/2023	8,027,532.69	5.14%	8,392,317.73	364,785.04
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	7/1/2023	4.181%	7/1/2028	3136BQDE6	7,253,856.05	AA+	7/31/2023	7,130,880.52	4.58%	7,289,327.36	158,446.84
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,090,258.06	AA+	5/24/2023	4,933,573.58	4.29%	5,065,672.11	132,098.53
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%	7,951,680.00	405,430.00
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%	4,515,412.05	230,151.70
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	8/1/2017	3.117%	6/1/2027	3137F2LJ3	6,525,000.00	AA+	8/22/2023	6,101,894.53	4.97%	6,469,798.50	367,903.97
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%	7,646,550.00	71,640.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	5,965,481.62	AA+	7/27/2023	5,965,332.51	4.78%	6,012,787.89	47,455.38
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%	5,861,377.50	237,509.50
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%	9,288,397.53	211,865.33
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%	10,751,064.10	108,014.83

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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%	4,068,906.90	59,047.25
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%	6,052,141.60	92,207.16
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%	4,363,758.30	78,878.28
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%	11,507,690.70	138,100.02
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%	7,332,809.40	-20,764.17
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%	7,045,008.00	-3,951.71
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%	11,317,238.48	125,451.13
	Federal Agency Commercial Mortgage-Backed Security				**Subtotal**	129,577,074.68			128,127,669.07		130,931,938.15	2,804,269.08
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%	1,678,507.35	45,943.50
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%	1,375,657.40	37,895.20
Corporate Note	ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,690,291.60	335,904.80
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%	5,729,580.00	-4,751.75
Corporate Note	AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,689,080.10	16,116.00
Corporate Note	AMAZON.COM INC	11/20/2025	4.100%	11/20/2030	023135CT1	11,500,000.00	AA	11/20/2025	11,487,695.00	4.12%	11,501,035.00	13,340.00
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%	8,721,595.00	32,555.00
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%	8,135,760.00	42,160.00
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%	7,937,770.05	6,753.25
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%	1,084,012.65	-987.35
Corporate Note	BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	4,117,519.80	31,464.00
Corporate Note	BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	4,117,519.80	32,167.80
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%	2,992,216.92	80,994.80
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%	358,165.50	8,799.00
Corporate Note	BOFA SECURITIES INC.	8/18/2023	5.526%	8/18/2026	06428CAA2	4,000,000.00	A+	8/18/2023	3,998,360.00	5.54%	4,031,280.00	32,920.00
Corporate Note	BOFA SECURITIES INC.	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,405,118.40	123,866.60
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%	5,071,980.60	36,802.20
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%	1,234,184.90	-370.50
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%	10,266,600.00	142,100.00
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%	6,981,288.00	25,364.00
Corporate Note	CITIGROUP GLOBAL MARKETS	9/29/2023	5.803%	9/29/2028	17325FBB3	11,225,000.00	A+	9/29/2023	11,225,000.00	5.80%	11,759,534.50	534,534.50
Corporate Note	ELI LILLY & COMPANY	2/12/2025	4.550%	2/12/2028	532457CU0	6,500,000.00	A+	6/27/2025	6,578,910.00	4.06%	6,606,535.00	27,625.00
Corporate Note	ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	1,555,000.00	A+	8/14/2024	1,557,643.50	4.16%	1,571,203.10	13,559.60
Corporate Note	ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	A+	8/14/2024	444,025.45	4.25%	449,636.90	5,611.45
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%	8,787,887.50	-17,150.00
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%	1,876,310.15	-1,922.70
Corporate Note	JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,949,400.00	40,800.00
Corporate Note	JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	2,800,000.00	A	6/25/2025	2,868,544.00	4.09%	2,876,495.99	7,951.99
Corporate Note	JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	505,000.00	A	7/14/2023	504,247.55	4.98%	518,796.60	14,549.05
Corporate Note	JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	605,000.00	A	7/18/2023	610,874.55	4.73%	621,528.60	10,654.05
Corporate Note	JOHNSON & JOHNSON	2/20/2025	4.500%	3/1/2027	478160DG6	4,850,000.00	AAA	3/13/2025	4,879,439.50	4.17%	4,893,262.00	13,822.50
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A	8/10/2022	3,710,746.00	3.80%	4,078,106.00	367,360.00
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%	2,893,731.75	219,199.50
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%	5,094,250.00	-9,100.00
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%	2,876,019.50	34,097.75

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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	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%	2,865,170.00	29,617.50
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%	6,387,312.50	-10,250.00
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%	7,273,350.00	383,475.00
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%	5,433,151.20	47,256.00
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%	6,221,544.45	103,662.90
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%	3,205,038.05	60,038.05
Corporate Note	NATIONAL RURAL UTILITIES COOPERATIVE FI	8/25/2025	4.150%	8/25/2028	63743HFZ0	4,380,000.00	NR	8/25/2025	4,375,094.40	4.19%	4,400,936.40	25,842.00
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%	10,199,400.00	31,600.00
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%	6,961,090.50	23,955.75
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%	15,630,781.50	47,671.50
Corporate Note	PACCAR FINANCIAL CORP	1/31/2024	4.600%	1/31/2029	69371RS80	7,000,000.00	A+	7/30/2024	6,996,080.00	4.61%	7,144,480.00	148,400.00
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%	4,466,986.80	93,775.80
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%	2,432,264.80	56,263.20
Corporate Note	STATE STREET CORP	2/28/2025	4.729%	2/28/2030	857477CW1	9,240,000.00	A	2/28/2025	9,251,365.20	4.70%	9,457,694.40	206,329.20
Corporate Note	TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,522,812.55	-45,076.95
Corporate Note	TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	974,447.10	-13,869.90
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%	5,790,176.00	199,920.00
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%	3,638,694.15	-5,175.90
Corporate Note	WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	3,220,000.00	AA	4/28/2025	3,214,429.40	4.39%	3,271,809.80	57,380.40
Corporate Note	WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	6,000,000.00	AA	5/2/2025	6,053,940.00	4.15%	6,096,540.00	42,600.00
	Corporate Note				**Subtotal**	272,149,000.00			271,561,497.07		275,345,540.87	3,784,043.80
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%	6,224,296.00	54,571.80
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%	6,593,180.00	79,118.81
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%	3,074,597.40	30,006.34
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%	5,308,800.00	58,819.95
Asset-Backed Security	BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	3,903,548.11	NR	11/21/2023	3,903,477.46	5.74%	3,939,382.68	35,905.22
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%	7,253,697.50	5,072.10
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%	3,283,611.45	28,929.46
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%	6,095,173.50	51,849.17
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%	7,667,513.10	63,671.34
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%	9,273,353.30	83,538.02
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%	11,603,525.20	121,641.08
Asset-Backed Security	FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	2,881,325.49	AAA	8/23/2023	2,881,146.85	5.53%	2,905,932.01	24,785.16
Asset-Backed Security	GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	624,554.75	NR	1/17/2024	624,429.15	4.85%	628,633.09	4,203.94
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%	1,978,853.25	14,142.50
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	1,828,606.56	AAA	11/13/2023	1,828,366.09	5.54%	1,842,357.68	13,991.59
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%	6,620,851.80	51,820.87
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%	2,853,673.75	28,928.85
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%	5,777,154.80	8,096.46
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%	4,121,381.55	56,520.98

City of Santa Clara Monthly Report

1/31/2026

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	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	1,328,929.87	AAA	11/14/2023	1,328,786.61	5.54%	1,343,375.34	14,588.73
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%	4,419,378.40	34,629.66
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%	4,734,029.85	29,525.76
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%	6,974,326.20	69,560.97
	Asset-Backed Security				**Subtotal**	113,566,964.77			113,553,159.09		114,517,077.85	963,918.76
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%	7,555,425.00	55,425.00
	Certificate of Deposit				**Subtotal**	7,500,000.00			7,500,000.00		7,555,425.00	55,425.00
Cash Equivalent	PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		1.800%	2/1/2026	992995944	2,470,212.67		9/1/2020	2,470,212.67		2,470,212.67	-
Cash Equivalent	LOCAL AGENCY INVESTMENT FUND		3.930%	2/1/2026		56,414,735.05		9/30/1997	56,414,735.05		56,414,735.05	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM		3.850%	2/1/2026		196,580,907.31		10/4/2022	196,580,907.31		196,580,907.31	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.910%	2/24/2026		15,000,000.00		11/7/2025	15,000,000.00		15,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.910%	3/6/2026		10,000,000.00		12/2/2025	10,000,000.00		10,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.710%	4/6/2026		15,000,000.00		1/6/2026	15,000,000.00		15,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.740%	4/22/2026		10,000,000.00		12/24/2025	10,000,000.00		10,000,000.00	-
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	DREYFUS TREASURY		3.580%	2/1/2026		2,479,496.58		10/31/1997	2,479,496.58		2,479,496.58	-
	Cash Equivalent				**Subtotal**	317,945,351.61			317,945,351.61		317,945,351.61	-
	Grand Total			**Count**	**191**	1,559,808,391.07			1,561,458,453.87		1,571,502,192.03	10,043,738.16

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BEGINNING BALANCE	**0.00**	**1,244,298,168.92**	
		CASH EQUIVALENTS			
01/20/26		INTEREST RECEIVED COOPERAT RABOBANK CD 5.080% 7/17/26 CUSIP 21684LGS5 INTEREST ON 7,500,000.000 UNITS	190,500.00		
01/02/26		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 12/1/25 THROUGH 12/31/25	5,224.17		
01/31/26	3,540,194.03	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 10 TRANSACTIONS	3,540,194.03-	3,540,194.03	
01/31/26	1,243,729.1-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 3 TRANSACTIONS	1,243,729.10	1,243,729.10-	
		BONDS & NOTES			
01/22/26	1,435,000-	SOLD ALPHABET INC 3.875% 11/15/28 CUSIP 02079KAV9 AT $100.3210 ON TRADE DATE 01/21/2026 TO SETTLE ON 01/22/2026 NBCN INC.	1,439,606.35	1,433,765.90-	5,840.45
01/22/26		ACCRUED INTEREST ON SALE ALPHABET INC 3.875% 11/15/28 CUSIP 02079KAV9	11,739.10		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/15/26		INTEREST RECEIVED AMERICAN EXPRES ABS 4.300% 7/15/30 CUSIP 02582JKV1 $0.00358/PV ON 6,515,000.00 PV DUE 1/15/26	23,345.41		
01/15/26		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 $0.00436/PV ON 6,170,000.00 PV DUE 1/15/26	26,890.91		
01/26/26		INTEREST RECEIVED BANK AMERICA CO V-D 4.979% 1/24/29 CUSIP 06051GMK2 INTEREST ON 4,980,000.000 UNITS	123,977.10		
01/22/26	1,085,000	PURCHASED BANK NEW YORK V-D 4.026% 1/22/30 CUSIP 06406RCG0 AT $100.0000 ON TRADE DATE 01/14/2026 TO SETTLE ON 01/22/2026 MORGAN STANLEY & CO.	1,085,000.00-	1,085,000.00	
01/28/26	7,945,000	PURCHASED BANK NEW YORK V-D 4.026% 1/22/30 CUSIP 06406RCG0 AT $99.8240 ON TRADE DATE 01/27/2026 TO SETTLE ON 01/28/2026 MERRILL LYNCH, PIERCE, FENNER	7,931,016.80-	7,931,016.80	
01/28/26		ACCRUED INTEREST ON PURCHASE BANK NEW YORK V-D 4.026% 1/22/30 CUSIP 06406RCG0	5,331.10-		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/15/26		INTEREST RECEIVED BANK OF AMERICA ABS 4.310% 5/15/30 CUSIP 05522RDK1 $0.00359/PV ON 5,250,000.00 PV DUE 1/15/26	18,856.25		
01/15/26		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 $0.00311/PV ON 4,281,292.94 PV DUE 1/15/26	20,478.85		
01/15/26	377,744.83-	PAID DOWN BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1	377,744.83	377,737.99-	6.84
01/20/26	1,085,000-	SOLD BANK OF NY MELLON CO 0.750% 1/28/26 CUSIP 06406RAQ0 AT $99.9320 ON TRADE DATE 01/14/2026 TO SETTLE ON 01/20/2026 PERSHING	1,084,262.20	1,088,124.80-	3,862.60-
01/20/26		ACCRUED INTEREST ON SALE BANK OF NY MELLON CO 0.750% 1/28/26 CUSIP 06406RAQ0	3,887.92		
01/28/26		INTEREST RECEIVED BANK OF NY MELLON CO 0.750% 1/28/26 CUSIP 06406RAQ0 INTEREST ON 7,915,000.000 UNITS	29,681.25		
01/28/26	7,915,000-	MATURED BANK OF NY MELLON CO 0.750% 1/28/26 CUSIP 06406RAQ0 AT $100.0000 ON TRADE DATE 01/28/2026	7,915,000.00	7,937,795.20-	22,795.20-

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/15/26		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 $0.00415/PV ON 3,045,000.00 PV DUE 1/15/26	12,636.75		
01/15/26		INTEREST RECEIVED CAPITAL ONE ABS 3.820% 9/16/30 CUSIP 14041NGF2 $0.00318/PV ON 7,250,000.00 PV DUE 1/15/26	23,079.16		
01/08/26	1,235,000	PURCHASED CATERPILLAR FINL MTN 4.150% 1/08/31 CUSIP 14913UBH2 AT $99.9640 ON TRADE DATE 01/05/2026 TO SETTLE ON 01/08/2026 CITIGROUP GBL MKTS/SALOMON BRO	1,234,555.40-	1,234,555.40	
01/26/26		INTEREST RECEIVED CHASE AUTO ABS 4.290% 6/25/30 CUSIP 16145NAC5 $0.00358/PV ON 3,255,000.00 PV DUE 1/25/26	11,636.63		
01/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 0.000% 7/15/30 CUSIP 161571HZ0 $0.00347/PV ON 9,190,000.00 PV DUE 1/15/26	31,858.67		
01/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 $0.00383/PV ON 7,605,000.00 PV DUE 1/15/26	29,152.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 $0.00430/PV ON 6,045,000.00 PV DUE 1/15/26	25,993.50		
01/26/26		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 $0.00260/PV ON 6,525,000.00 PV DUE 1/25/26	16,948.69		
01/26/26		INTEREST RECEIVED FHLMC CMO V-M 4.329% 6/25/30 CUSIP 3137HMC65 $0.00361/PV ON 11,192,000.00 PV DUE 1/25/26	40,375.14		
01/26/26		INTEREST RECEIVED FHLMC CMO V-M 4.421% 5/25/30 CUSIP 3137HN6B9 $0.00368/PV ON 6,945,000.00 PV DUE 1/25/26	25,586.54		
01/26/26		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 $0.00266/PV ON 5,101,039.57 PV DUE 1/25/26	14,227.65		
01/26/26	10,781.51-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 AT $1,701.5266 ON TRADE DATE 01/25/2026 TO SETTLE ON 01/26/2026	10,781.51	10,449.64-	331.87

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/26/26		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 $0.00395/PV ON 5,750,000.00 PV DUE 1/25/26	22,712.50		
01/26/26		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 $0.00404/PV ON 9,019,000.00 PV DUE 1/25/26	36,451.79		
01/26/26		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 $0.00369/PV ON 5,960,000.00 PV DUE 1/25/26	22,002.34		
01/26/26		INTEREST RECEIVED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 $0.00373/PV ON 10,570,000.00 PV DUE 1/25/26	39,443.72		
01/26/26		INTEREST RECEIVED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 $0.00368/PV ON 4,010,000.00 PV DUE 1/25/26	14,736.75		
01/26/26		INTEREST RECEIVED FHLMC K540 CMO V-M 4.513% 2/25/30 CUSIP 3137HLJA1 $0.00376/PV ON 4,285,000.00 PV DUE 1/25/26	16,115.17		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/26/26		INTEREST RECEIVED FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9 $0.00362/PV ON 11,370,000.00 PV DUE 1/25/26	41,197.30		
01/26/26		INTEREST RECEIVED FHLMC K546 CMO V-M 4.361% 5/25/30 CUSIP 3137HN4R6 $0.00363/PV ON 7,245,000.00 PV DUE 1/25/26	26,329.54		
01/26/26		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 $0.00270/PV ON 4,545,000.00 PV DUE 1/25/26	12,282.86		
01/26/26		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 $0.00389/PV ON 5,972,400.89 PV DUE 1/25/26	23,775.13		
01/26/26	6,919.27-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 AT $2,651.2950 ON TRADE DATE 01/25/2026 TO SETTLE ON 01/26/2026	6,919.27	6,919.10-	0.17
01/26/26		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 $0.00402/PV ON 7,500,000.00 PV DUE 1/25/26	30,118.75		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/15/26		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 $0.00275/PV ON 3,143,016.58 PV DUE 1/15/26	14,484.07		
01/15/26	261,691.09-	PAID DOWN FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3	261,691.09	261,674.87-	16.22
01/26/26		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.181% 7/25/28 CUSIP 3136BQDE6 $0.00348/PV ON 15,606,837.39 PV DUE 1/25/26	54,382.42		
01/26/26	1,502.24-	PAID DOWN FNMA SER M6 CMO V-M 4.181% 7/25/28 CUSIP 3136BQDE6 AT $22,818.6156 ON TRADE DATE 01/25/2026 TO SETTLE ON 01/26/2026	1,502.24	1,459.22-	43.02
01/30/26	0.07-	SHARE ADJUSTMENT FNMA SER M6 CMO V-M 4.181% 7/25/28 CUSIP 3136BQDE6 BALANCE TO CUSTODIAN			
01/30/26	0.08-	SHARE ADJUSTMENT FNMA SER M6 CMO V-M 4.181% 7/25/28 CUSIP 3136BQDE6 BALANCE TO CUSTODIAN			
01/16/26		INTEREST RECEIVED GM FINANCIAL ABS 4.280% 4/16/30 CUSIP 362549AD9 $0.00357/PV ON 1,965,000.00 PV DUE 1/16/26	7,008.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/16/26		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 $0.00335/PV ON 675,616.19 PV DUE 1/16/26	2,730.62		
01/16/26	51,061.44-	PAID DOWN GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7	51,061.44	51,051.17-	10.27
01/15/26		INTEREST RECEIVED HYUNDAI AUTO ABS 3.880% 4/15/30 CUSIP 44935JAD8 $0.00323/PV ON 5,770,000.00 PV DUE 1/15/26	18,656.33		
01/15/26		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 $0.00360/PV ON 6,570,000.00 PV DUE 1/15/26	23,652.00		
01/15/26		INTEREST RECEIVED HYUNDAI AUTO REC ABS 4.360% 12/17/29 CUSIP 44935XAD7 $0.00363/PV ON 2,825,000.00 PV DUE 1/15/26	10,264.17		
01/15/26		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 $0.00359/PV ON 1,969,545.50 PV DUE 1/15/26	9,092.73		
01/15/26	140,938.94-	PAID DOWN HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4	140,938.94	140,920.41-	18.53

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/14/26		INTEREST RECEIVED JOHN DEERE CAP MTN 4.950% 7/14/28 CUSIP 24422EXB0 INTEREST ON 3,910,000.000 UNITS	96,772.50		
01/26/26		INTEREST RECEIVED JPMORGAN & CHASE V-Q 4.915% 1/24/29 CUSIP 46647PEU6 INTEREST ON 2,825,000.000 UNITS	69,424.38		
01/15/26		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 $0.00389/PV ON 4,065,000.00 PV DUE 1/15/26	15,819.63		
01/20/26		INTEREST RECEIVED PEPSICO INC 4.500% 7/17/29 CUSIP 713448FX1 INTEREST ON 4,380,000.000 UNITS	98,550.00		
01/15/26		INTEREST RECEIVED TARGET CORP 1.950% 1/15/27 CUSIP 87612EBM7 INTEREST ON 5,585,000.000 UNITS	54,453.75		
01/15/26		INTEREST RECEIVED TOYOTA AUTO ABS 4.110% 3/15/30 CUSIP 89238VAD0 $0.00343/PV ON 4,705,000.00 PV DUE 1/15/26	16,114.63		
01/15/26		INTEREST RECEIVED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 $0.00362/PV ON 4,385,000.00 PV DUE 1/15/26	15,859.08		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/15/26		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 $0.00381/PV ON 1,425,173.49 PV DUE 1/15/26	6,579.55		
01/15/26	96,243.62-	PAID DOWN TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4	96,243.62	96,233.24-	10.38
01/12/26	3,645,000	PURCHASED TOYOTA MTR CR CORP 4.200% 1/10/31 CUSIP 89236TPH2 AT $99.9690 ON TRADE DATE 01/07/2026 TO SETTLE ON 01/12/2026 BANC OF AMERICA SECURITIES LLC	3,643,870.05-	3,643,870.05	
01/05/26	6,770,000	PURCHASED U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6 AT $99.5117 ON TRADE DATE 01/02/2026 TO SETTLE ON 01/05/2026 HSBC SECURITIES, INC.	6,736,943.36-	6,736,943.36	
01/05/26		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6	3,389.68-		
01/08/26	1,185,000-	SOLD U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6 AT $99.6211 ON TRADE DATE 01/05/2026 TO SETTLE ON 01/08/2026 CITIGROUP GBL MKTS/SALOMON BRO	1,180,509.96	1,179,941.44-	568.52

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/08/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6	949.31		
01/12/26	3,660,000-	SOLD U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6 AT $99.7031 ON TRADE DATE 01/07/2026 TO SETTLE ON 01/12/2026 BMOCM/BONDS	3,649,134.38	3,644,376.08-	4,758.30
01/12/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6	4,398.07		
01/05/26	6,465,000-	SOLD U.S. TREASURY NOTES 4.125% 1/31/27 CUSIP 91282CMH1 AT $100.6211 ON TRADE DATE 01/02/2026 TO SETTLE ON 01/05/2026 MORGAN STANLEY & CO.	6,505,153.71	6,452,294.53-	52,859.18
01/05/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.125% 1/31/27 CUSIP 91282CMH1	114,499.01		
01/22/26	1,460,000	PURCHASED US TREASURY NOTE 3.125% 11/15/28 CUSIP 9128285M8 AT $98.6328 ON TRADE DATE 01/21/2026 TO SETTLE ON 01/22/2026 MORGAN STANLEY & CO.	1,440,039.06-	1,440,039.06	
01/22/26		ACCRUED INTEREST ON PURCHASE US TREASURY NOTE 3.125% 11/15/28 CUSIP 9128285M8	8,570.44-		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
01/20/26		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 $0.00375/PV ON 6,905,000.00 PV DUE 1/20/26	25,893.75		
01/22/26		INTEREST RECEIVED VR BANK OF AMERICA 1.734% 7/22/27 CUSIP 06051GJS9 INTEREST ON 1,420,000.000 UNITS	12,311.40		
01/26/26		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 $0.00269/PV ON 8,000,000.00 PV DUE 1/25/26	21,493.34		
		ENDING BALANCE	**0.00**	**1,245,983,314.93**	

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
Miscellaneous Other Revenue / Non-Departmental - Materials/Services/Supplies	25,000	25,000	This action 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).**
	25,000	**25,000**	

Expendable Trust Fund (079)

Department/Item	Source of Funds	Use of Funds	Explanation
Revenue from Other Agencies / Information Technology - SVACA Billings	20,000	20,000	This action increases the Revenue from Other Agencies estimate and the Information Technology Department's Silicon Valley Animal Control Authority (SVACA) appropriation to reflect reimbursements from SVACA for IT-related services and support provided **(five affirmative Council votes required to appropriate additional revenue).**
Revenue from Other Agencies / Public Works - SVACA Billings	25,000	25,000	This action increases the Revenue from Other Agencies estimate and the Department of Public Works' Silicon Valley Animal Control Authority (SVACA) appropriation to reflect reimbursements from SVACA for services and support provided by the Fleet Division and Facilities Division **(five affirmative Council votes required to appropriate additional revenue).**
	45,000	**45,000**	

Fire Operating Grant Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / USAR Training Reimbursement	3,520	3,520	This action recognizes Urban Search and Rescue training reimbursements from the Menlo Park Fire Protection District. Reimbursements were received for the Hazmat and Trench Rescue Specialist Training activities **(five affirmative Council votes required to appropriate additional revenue).**
	3,520	**3,520**	

26-138 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action on the City of Santa Clara Federally Funded Grants' Single Audit Report for Fiscal Year Ended June 30, 2025

BACKGROUND

The City's annual financial statement audit includes a federally mandated "Single Audit", which is designed to meet the special reporting requirements of federal granting agencies. These include the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (formerly OMB A-133), which are found in Title 2 CFR Part 200. Title 2 CFR Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities. The Single Audit rules require that an independent audit be completed on the fair presentation of the financial statements and internal controls for compliance with the administrative requirements of federal awards for agencies with more than $750,000 of federal grant expenditures in a fiscal year. Since the City met this $750,000 threshold, the City hired Maze & Associates to conduct the audit. The Single Audit report is attached.

On March 18, 2026, City staff and Maze & Associates met with the City Council Audit Committee (Committee), which included Committee members Hardy and Gonzalez, with Committee member Chahal absent. During the Committee meeting, Maze & Associates gave a presentation about the audit process, scope of work, and their auditor's opinion. City staff and Maze & Associates answered questions from Committee members.

The Committee accepted the Single Audit Report presented at the Committee meeting and recommended that the City Council note and file the report at the Mach 24, 2026 City Council meeting. After the City Council meeting, the Single Audit Report will be published on the City's website.

DISCUSSION

Attached is the Single Audit report for FY 2024-25 (attachment 1). Maze & Associates identified the Homeland Security - Staffing for Adequate Fire and Emergency Response Grant and the Justice - Public Safety Partnership and Community Oriented Policing Services Grant as the major programs to audit. The Single Audit yielded an unmodified or clean opinion. The financial statement audit also yielded an unmodified or clean opinion, however there was a financial statement finding regarding internal control over financial reporting. This was corrected through the year-end financial statement process in September 2025 as noted in the Corrective Action Plan (attachment 2).

Additionally, the Single Audit rules also require the City to report on the status of any audit findings that were identified during the previous year. The Single Audit for FY 2022-23 resulted in a finding

related to noncompliance with timely expenditure requirements under the Community Development Block (CDBG) program. The City's line of credit for the CDBG program was more than 1.5 times the then most recent entitlement grant. The actions staff have taken, and the status of the prior year finding are outlined in the attached Summary Schedule of Prior Audit Findings (attachment 3). The Summary Schedule of Prior Audit Findings also includes an update to the 2024 financial statements finding, reflecting that it was addressed.

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 in that it is an administrative activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

The staff and the external auditor costs associated with the audit and financial reports production are included in the annual 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.

RECOMMENDATION

Note and file the City of Santa Clara Single Audit Report for the year ended June 30, 2025, as recommended by the City Council Audit Committee.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Single Audit Report June 30, 2025
2. Single Audit Current Year Finding - Corrective Action Plan
3. Summary Schedule of Prior Year Finding

CITY OF SANTA CLARA

SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2025

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CITY OF SANTA CLARA

SINGLE AUDIT REPORT
For the Year Ended June 30, 2025

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CITY OF SANTA CLARA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2025

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP	Unmodified			
Internal control over financial reporting:				
• Material weakness(es) identified?	X	Yes		No
• Significant deficiency(ies) identified?		Yes	X	None Reported
Noncompliance material to financial statements noted?		Yes	X	No

Federal Awards

Internal control over major federal programs:				
• Material weakness(es) identified?		Yes	X	No
• Significant deficiency(ies) identified?		Yes	X	None Reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?		Yes	X	No

Identification of major program(s):

Assistance Listing Number(s)	Name of Federal Program or Cluster
16.710	Public Safety Partnership and Community Policing Grants (COPS)
97.083	Staffing for Adequate Fire and Emergency Response Grant (SAFER)

Dollar threshold used to distinguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee?	X	Yes		No

SECTION II – FINANCIAL STATEMENT FINDINGS

Our audit disclosed a material weakness, but no significant deficiencies or instances of noncompliance material to the basic financial statements. We have also issued a separate Memorandum on Internal Control dated December 2, 2025 which is an integral part of our audits and should be read in conjunction with this report.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Our audit did not disclose any findings or questioned costs required to be reported in accordance with Uniform Guidance.

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CITY OF SANTA CLARA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2025

Federal Grantor/ Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Identifying Number	Pass-Through To Subrecipients	Federal Expenditures
U.S. Department of Housing and Urban Development Direct Programs:				
CDBG – Entitlement Grants Cluster Entitlements				
Community Development Block Grants/Entitlement Grants	14.218			
Program Expenditures			$1,529,530	$2,796,349
Home Investment Partnerships Program	14.239		520,548	538,735
Total U.S. Department of Housing and Urban Development			2,050,078	3,335,084
U.S. Department of Justice Direct Programs:				
Public Safety Partnership and Community Policing Grants	16.710			963,000
Equitable Sharing Program	16.922			211,696
Total U.S. Department of Justice				1,174,696
U.S. Department of Transportation:				
Direct Program:				
Safe Streets and Roads for All	20.939			314,384
Pass-Through Program From:				
California Department of Transportation				
Highway Planning and Construction (Federal-Aid Highway Program)				
Bridge Preventative Maintenance Program	20.205	BPMP-5019(039)		765
Community Project Funding	20.205	CPFL-5019(037)		330,557
Highway Infrastructure Program	20.205	CPFL-5019(038)		386,921
Program Subtotal				718,243
State of California Office of Traffic Safety				
Highway Safety Cluster				
State and Community Highway Safety				
Pedestrian and Bicycle Safety Program	20.600	PS24040		9,628
Pedestrian and Bicycle Safety Program	20.600	PS25020		56,628
Pedestrian and Bicycle Safety Program	20.600	PS25021		50,912
Selective Traffic Enforcement Program (STEP)	20.600	PS25069 402PS-25		17,899
Cluster Subtotal				135,067
Minimum Penalties for Repeat Offenders for Driving While Intoxicated				
Selective Traffic Enforcement Program (STEP)	20.608	PS25069 164AL-25		12,496
Total U.S. Department of Transportation				1,180,190
U.S. Environmental Protection Agency Pass-Through Programs From:				
City of Palo Alto				
Geographic Programs - San Francisco Bay Water Quality Improvement Fund	66.126	98T20101		167,751

(Continued)

CITY OF SANTA CLARA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2025

Federal Grantor/ Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Identifying Number	Pass-Through To Subrecipients	Federal Expenditures
U.S. Department of Homeland Security:				
Direct Program:				
Federal Emergency Management Agency				
Assistance to Firefighters Grant	97.044			81,221
Pass-Through Program From:				
International Association of Fire Chiefs				
Assistant to Firefighters Grant	97.044	EMW-2019-FF-00450		2,398
Program Subtotal				83,619
Direct Program:				
Staffing for Adequate Fire and Emergency Response Grant (SAFER)	97.083			4,721,166
Pass-Through Programs From:				
California Task Force 3 Urban Search and Rescue				
National Urban Search and Rescue (US&R) Response System	97.025	CA-TF3		219,743
California Governor's Office of Emergency Services				
Disaster Grants – Public Assistance				
(Presidentially Declared Disasters)	97.036	FEMA-4482-DR-CA		477,061
County of Santa Clara Office of Emergency Services				
Emergency Management Performance Grants	97.042	EMF-2023-EP00006		47,079
City and County of San Francisco				
Homeland Security Grant Program (HSGP)				
Bay Area Urban Areas Security Initiative Grant	97.067	NPP		31,500
County of Santa Clara Office of Emergency Services				
Homeland Security Grant Program (HSGP)	97.067	SHSGP		50,000
Program Subtotal				81,500
Total U.S. Department of Homeland Security				5,630,168
Total Expenditures of Federal Awards			$2,050,078	$11,487,889

See Accompanying Notes to Schedule of Expenditures of Federal Awards

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CITY OF SANTA CLARA

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2025

NOTE 1 – REPORTING ENTITY

The Schedule of Expenditure of Federal Awards (the Schedule) includes expenditures of federal awards for the City of Santa Clara, California, and its component units as disclosed in the notes to the Basic Financial Statements, except for federal awards of the Santa Clara Stadium Authority (Stadium Authority). Federal awards expended by the Stadium Authority, if any, are excluded from the Schedule and are subject to a separate Single Audit performed by other auditors.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting refers to *when* revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. The proprietary and fiduciary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Expenditures of Federal Awards reported on the Schedule are recognized when incurred.

NOTE 3 – INDIRECT COST ELECTION

The City has elected not to use the 10% (October 2023 Revision) or the 15% (April 2024 Revision) de minimis indirect cost rates allowed under the Uniform Guidance.

NOTE 4 – PRIOR YEAR EXPENDITURES

The Department of Homeland Security - Disaster Grants – Public Assistance (Presidentially Declared Disasters) (AL# 97.036) Program requires that expenditures under the program be reported on the Schedule when (1) the Federal Emergency Management Agency's (FEMA) has approved the City's project, and (2) the City has incurred the eligible expenditures. FEMA's approval of a subaward is indicated when FEMA obligates the federal share of the eligible project cost. The City incurred expenditures related to the COVID-19 pandemic in fiscal years 2020 and 2021 that were not obligated by FEMA until fiscal year 2025. The current year Schedule includes expenditures from the prior fiscal years in the amount of $477,061.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members of the City Council
City of Santa Clara, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Clara as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 2, 2025.

Our report includes a reference to other auditors who audited the financial statements of City of Santa Clara Stadium Authority for the year ended March 31, 2025 and a reference to other auditors who audited the financial statements the Northern California Power Agency, Transmission Agency of Northern California, M-S-R Energy Authority (MSR EA), M-S-R Public Power Agency (MSR PPA), and San Jose-Santa Clara Regional Wastewater Facility and Clean Water Financing Authority as of and for the year ended June 30, 2024, related to the calculation of the Investments in Joint Ventures, as described in our report on the City's financial statements. This report includes our consideration of the results of the other auditors' testing of internal control over financial reporting and compliance and other matters that are reported on separately by those other auditors. However, this report, insofar as it relates to the results of the other auditors, is based solely on the reports of the other auditors. Our report also included emphasis of a matter paragraphs disclosing the City's implementation of a new accounting principle and a change in accounting policy, and a restatement related to unearned revenue in the Santa Clara Stadium Authority Enterprise Fund.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. The other auditors identified certain deficiencies in internal control that we consider to be material weaknesses as listed on the Schedule of Material Weaknesses included as part of our separately issued Memorandum on Internal Control dated December 2, 2025, which is an integral part of our audit and should be read in conjunction with this report.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in our separately issued Memorandum on Internal Control dated December 2, 2025, which is an integral part of our audit and should be read in conjunction with this report. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Maze & Associates

Pleasant Hill, California
December 2, 2025

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Members of the City Council
City of Santa Clara, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Santa Clara's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2025. The City's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

The City of Santa Clara's basic financial statements include the operations of the Santa Clara Stadium Authority (Stadium Authority), which is not included in the Schedule during the year ended June 30, 2025. Our audit, described below, did not include the operations of the Stadium Authority, because the Stadium Authority engaged other auditors.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining funds information of the City as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 2, 2025, which contained an unmodified opinion on those financial statements. Our report includes a reference to other auditors who audited the financial statements of the City of Santa Clara Stadium Authority for the year ended March 31, 2025 and a reference to other auditors who audited the financial statements the Northern California Power Agency, Transmission Agency of Northern California, M-S-R Energy Authority (MSR EA), M-S-R Public Power Agency (MSR PPA) and San Jose-Santa Clara Regional Wastewater Facility and Clean Water Financing Authority as of and for the year ended June 30, 2024, related to the calculation of the Investments in Joint Ventures, as described in our report on the City's financial statements. Our report, in so far as it relates to the results of the other auditors, is based solely on the report of the other auditors. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects in relation to the basic financial statements as a whole.

Maze & Associates

Pleasant Hill, California
March 5, 2026

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SINGLE AUDIT
FOR THE YEAR ENDED JUNE 30, 2025

CORRECTIVE ACTION PLAN

FINANCIAL STATEMENT FINDINGS – CURRENT YEAR

SCSA 2025-01 **Accounting Treatment for Stadium Builder Licenses (SBL) Defaults**

Fiscal Year of Initial Finding: 2025

Name(s) of the contact person: Linh Lam, Assistant Director of Finance

Corrective Action Plan:

This was completed in September 2025 when the Santa Clara Stadium Authority Financial Statements dated March 31, 2025, were issued. Management has since implemented a process to perform an annual review of SBL defaults and recognize the related revenue upon the default date.

Completion Date: September 25, 2025

FEDERAL AWARD FINDINGS – CURRENT YEAR

There are no current year federal award findings.

SINGLE AUDIT
FOR THE YEAR ENDED JUNE 30, 2025

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FINANCIAL STATEMENT FINDINGS – PRIOR AUDIT

SCSA 2024-01 **Adoption of New Accounting Pronouncements**

Fiscal Year of Initial Finding: 2024

Name(s) of the contact person: Tyler Cook, Principal Financial Analyst

Current Status: Implemented

FEDERAL AWARD FINDINGS – PRIOR AUDIT

Finding Reference Number: SA2023-001
Assistance Listing Number: 14.218
Assistance Listing Title: Community Development Block Grant – Entitlement Grants (CDBG)
Name of Federal Agency: U.S. Department of Housing and Urban Development (HUD)

Name(s) of the contact person: Adam Marcus, Housing & Community Services Division Manager

Fiscal Year of Initial Finding: 2022-2023

Current Status:

Since the December 19, 2024 approval of the Timeliness Workplan, the City has made substantial progress toward compliance. Draws have been processed every 4–8 weeks based on expenditures, totaling $2.8 million since January. Four capital projects are currently underway, and required quarterly reports were submitted to HUD on April 15 and June 30, 2025. Housing staff continue to conduct quarterly check-in meetings with the regional HUD representative.

HUD has not issued any additional correspondence since the approval letter. The City does not anticipate further action from HUD until compliance is achieved and timeliness is met by the target date of May 2026

Anticipated Completion Date: May 2026

26-218 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute an Agreement with Anixter Inc. for the Purchase of High-Voltage Circuit Breakers for Silicon Valley Power, for a Total Not-to-Exceed Compensation of $20,842,000 and Approve Related Budget Amendments

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), has provided reliable electric service for over 129 years and continues to experience significant growth. To address both near-term and long-term impacts associated with load growth and aging infrastructure, SVP developed a City Council-approved Capital Improvement Strategy focused on maintaining system reliability and supporting future demand.

In addition to implementing this strategy, SVP manages ongoing maintenance projects and conducts annual long-term transmission planning studies to identify potential system constraints, including equipment overloads, and to maintain continued reliable power service. As part of this effort, SVP participates in the California Independent System Operator (CAISO) Transmission Planning Process (TPP), which evaluates system performance under projected load conditions.

Recent studies completed through the CAISO TPP indicate that 35 high-voltage circuit breakers rated at 63kA at the Northern Receiving Station (NRS) are forecasted to be overloaded under certain fault conditions by 2030. To mitigate these projected overloads, replacement of the affected circuit breakers will be required to increase the rating to 80kA. The currently estimated lead time for 80kA breakers is approximately 36 months. In order to meet upgrade timelines for 2030, procurement of circuit breakers is recommended now to accommodate long lead times.

SVP is currently upgrading and expanding the NRS and the new LS Power/230kV line Newark substation (NRS Upgrade Project). The NRS Upgrade Project was awarded to Henkels & McCoy, West, LLC (HMW) on July 8, 2025, (RTC 25-417) in the amount of $59,857,093.14. The City issued a notice to proceed on July 29, 2025, and so far, HMW has billed approximately $1.1 million dollars through October 2025 and is working towards submitting remaining invoices to catch up to present day.

The NRS Upgrade Project requires the purchase and replacement of high-voltage circuit breakers. The City initially purchased 63kA circuit breakers for the NRS Upgrade Project because they have shorter delivery timelines to align with SVP and LS Power's energization schedule. Based on more recent studies, SVP has determined there is a need to procure 80kA circuit breakers to ensure system reliability in the long term. Therefore, these 80kA circuit breakers are best suited to meet the City's needs. As for the 63kA circuit breakers (which have already been purchased and are not part of this 80kA procurement, SVP will put them to good use and be placed in its spare inventory to be

used for future work and/or customer substations.

DISCUSSION

Pursuant to Section 2.105.140(d) of the Santa Clara City Code (City Code), a formal Request for Bids (RFB) was conducted with the award recommendation based on the lowest responsive and responsible bidder.

The RFB for the purchase of high-voltage circuit breakers was published on the City's e-procurement system. A total of 55 companies viewed the RFB, and two bids were received from the following firms with the manufacturer they represent appearing in parentheses:

- Anixter, Inc. (Siemens)
- Morgan Ingland, LLC (Larson Electronic, LLC)

Upon initial evaluation, staff deemed Morgan Ingland, LLC's bid non-responsive for not meeting the minimum qualifications in the RFB and for not being technically compliant.

Anixter, Inc.'s bid was responsive. Accordingly, staff recommend awarding an agreement to Anixter, Inc. (Anixter) as the lowest responsive and responsible bidder.

Staff request authorization to negotiate and execute an agreement with Anixter for the purchase of 35 high-voltage circuit breakers for a total not-to-exceed amount of $20,842,000, inclusive of estimated taxes and an approximately 20% contingency. The contingency includes allowances for potential tariff impacts, optional field support services, additional circuit breakers (if needed), and unanticipated system requirements.

The technical specifications for the high-voltage circuit breakers are attached for reference to describe the equipment being procured. The final agreement terms are currently under negotiation and will be finalized prior to execution.

A summary of equipment pricing and total compensation is provided in Table 1 below.

Table 1: High-Voltage Circuit Breakers Compensation Summary

Description	Quantity	Unit Cost	Extended Cost
High-Voltage Circuit Breakers, 145kV, 4000A, 80kA, 650kV BIL, SF6, dead tank, outdoor, free standing circuit breakers complete with bushings, operator, bushing current transformers, SF6 gas, etc., including the dynamic rating communication device monitors	35	$454,592	$15,910,720
Spare bushing, trip coil, close coil, and motor	4	N/A	$4,775
Subtotal (Equipment Price)			$15,915,495
Estimated Taxes (9.125%)			$1,452,289

Contract Price	$17,367,784
Contingency (~20%)	$3,474,216
Maximum Total Compensation	$20,842,000

Delivery is expected to occur by October 31, 2029. Payments will be based on the successful completion of key milestones, with at least 20% of the total contract value withheld until final acceptance of the high-voltage circuit breakers. A five-year warranty period covering parts and labor will commence upon final acceptance of each unit.

Additional quantities:
SVP may need to purchase additional high-voltage circuit breakers, subject to the maximum compensation limit. If such purchases are necessary, they will be made pursuant to Section 2.105.130 of the City Code. This section provides that the Purchasing Division Manager may purchase additional quantities after the initial award of a contract or purchase order for products. If the purchase of additional quantities or services increases the maximum compensation that exceeds the City Manager's signature authority set forth in this chapter, or an amount previously approved by the City Council, then City Council approval is required.

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)(2) of Title 14 of the California Code of Regulations as the proposed actions solely involve the purchase of equipment for the NRS Upgrade Project. This procurement does not require an additional environmental review of the NRS Upgrade Project.

FISCAL IMPACT
The total maximum authorization is $20,842,000 for the units noted in Table 1. Funding of $20.8 million is recommended to be appropriated in the Electric Utility Capital Fund this fiscal year to establish the NRS 80kA Breakers Replacement Project for procurement of the breakers. Funding of $20.8 million is available from the Electric Utility Fund Operations and Maintenance (O&M) Reserve. With the use of the O&M Reserve, the reserve level shall be decreased to $356.2 million, equivalent to approximately 196 days of operations, which exceeds the reserve target of 90 to 180 days.

	Budget Amendment FY 2025/26 Current	Increase/ (Decrease)	Revised
Electric Utility Fund (091)			
Transfers to			
Electric Utility Capital Fund	$77,791,000	$20,842,000	$98,633,000
Ending Fund Balance			
Operations and Maintenance Reserve	$377,000,000	($20,842,000)	$356,158,000

Electric Utility Capital Fund (591)			
Transfers from			
Electric Utility Fund	$77,791,000	$20,842,000	$98,633,000
Expenditures			
NRS 80kA Breakers Replacement Project (New Project)	$0	$20,842,000	$20,842,000

Future year costs for installation of the breakers will be incorporated into the FY 2026/27 and FY 2027/28 Proposed Biennial Capital Improvement Program Budget as part of the annual budget process. Once the design is underway, the project costs will be refined, and budget amendments will be brought forward to the City Council as needed.

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. Authorize the City Manager or designee to negotiate and execute an agreement with Anixter, Inc. (Agreement) for the purchase of high-voltage circuit breakers, for approximately a three-year agreement term, plus a five-year warranty period, with a maximum compensation of $20,842,000, 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 (a) take any actions as necessary to implement and administer the Agreement and associated purchase orders, and (b) negotiate and execute amendments to the Agreement for (i) additional circuit breaker procurements; (ii) address issues during the design and fabrication of the circuit breakers, and (iii) make de minimis changes, subject to the maximum compensation set forth above and the review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 budget amendments:
   a. In the Electric Utility Fund, increase the transfer to the Electric Utility Capital Fund and reduce the Operations and Maintenance Reserve Ending Fund Balance by $20,842,000 (five affirmative City Council votes required for the use of unused balances); and
   b. In the Electric Utility Capital Fund, increase the transfer from the Electric Utility Fund and establish the NRS 80kA Breakers Replacement Project in the amount of $20,842,000 (five affirmative City Council votes required to appropriate additional revenue).

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Technical Specifications for High-Voltage Circuit Breakers

powered by Legistar™

APPENDIX D

ATTACHMENT A5 - SPECIFICATIONS

City of Santa Clara
The Center of What's Possible

CITY OF SANTA CLARA, CALIFORNIA

SILICON VALLEY POWER

SPECIFICATIONS

FOR THE PURCHASE OF

145 kV MAX SF6 DEAD TANK CIRCUIT BREAKERS

July 2024
Rev 1

SECTION 1. GENERAL

1.1 MANUFACTURING & TESTING

1.1.1 The manufacturing and testing facility must be within the continental United States (CONUS).

1.2 RELATED SECTIONS

1.2.1 SKETCH – SIMPLIFIED AC & DC SCHEMATICS FOR 145 KV CIRCUIT BREAKER

1.2.2 FLYER – PTC HEATER SYSTEM

1.2.3 145 KV CIRCUIT BREAKERS DATA SHEETS

1.3 REFERENCES

1.3.1 All equipment furnished under these specifications shall conform to the latest applicable standards of ICEA, AEIC, ASTM, ANSI, IEEE, NERC, and NEMA standards.

1.4 SUBMITTALS

1.4.1 Requirements for submittals are specified in the individual technical sections of this specification.

1.4.2 Quality System Documentation, including Quality System Manual, Sub supplier List, and Inspection and Test Plan to be submitted as specified in the individual technical sections.

1.5 QUALITY SYSTEM

1.5.1 General: Seller shall have a documented quality management system which ensures that all equipment and commodities supplied are in conformance with required drawings and/or specifications and which meet all the guidelines (requirements) set forth in this document. The documented Quality Management System will be provided by the Seller upon PO issuance. The Seller shall be capable of providing assurance that design, purchasing, materials, manufacturing, examination and testing of equipment, shipping, storage, and related services comply with the requirements of the Exemplar Agreement and Specifications. The Seller's quality system shall include, at a minimum, procedures or methods to ensure that the following are controlled:

1.5.1.1 Design documents, drawings, specifications, quality assurance procedures, quality records, inspection procedures, inspection and test

status, and purchase documents maintained current, accurate, and under control.

1.5.1.2 Purchased materials, equipment, and services conform to the requirements of all Agreement and Request for Bid Documents.

1.5.1.3 Receipt inspection, in-process inspection, examination, testing, and checkouts conducted.

1.5.1.4 Shipping, storage, and preservation of equipment and commodities supplied meet all Agreement and Request for Bid Document requirements.

1.5.1.5 Adequate inspection of subcontracted work.

1.5.1.6 Control of special and proprietary processes associated with the manufacture, fabrication and/or installation of the products and services as specified within this Request for Bid.

1.5.1.7 Proper methods employed for the qualification of personnel who are performing special and proprietary processes associated with this Request for Bid.

1.5.1.8 Procedures that document and control the verification, storage, use, and maintenance of customer-supplied product provided for incorporation into manufactured equipment or commodities.

1.5.1.9 Any applicable industry standards (such as ANSI, AGMA, API, ASME, etc.) shall also be incorporated into this system. This system shall be made available to the City for review upon request.

1.5.2 ISO 9001 and ISO 14001 Compliance: The manufacturing site(s) at which the products and components for this project are to be produced shall comply with and be based on the applicable criteria of ISO 9001 2000 and ISO 14001 processes.

1.5.3 Quality System Manual: The quality system shall be documented in a quality system manual. One controlled copy of the manual shall be submitted to the City. Along with the required manual, the Seller shall submit a copy of the Certification Letter that the program has been certified by a registered certification agency as satisfying the requirements of ISO 9001. The quality system manual shall be kept current by submittal of revisions as applicable for the duration of the Agreement and including applicable warranty period.

1.5.4 Sub suppliers

1.5.4.1 Seller shall submit to the City, in writing, the name, type, and location of all sub suppliers and the qualification documentation of the Seller's sub supplier prior to award of sub supplier’s Purchase Order.

1.5.4.2 The Seller shall ensure that sub suppliers have the capabilities to fulfill all Agreement and Request for Bid Document requirements as prescribed in within the specifications. Seller shall submit objective evidence of sub supplier's capabilities, processes, or in-process work involving the fabricating and manufacturing of materials and commodities for the City.

1.5.4.3 The Seller shall be responsible for sub supplier qualification and monitoring to ensure adherence to the same high-quality standards of the Seller. When deemed necessary, the City has the authority to perform quality audits and inspections and monitor and/or review sub supplier processes and facilities.

1.5.5 Inspections by City: The City may elect to perform inspections, quality audits, or witness testing at any time during the manufacturing process. The City may designate an authorized agent for inspections, witness testing, or quality audits. Authorized agent can be an employee of the City or an outside agency. When an outside agency is designated as an authorized agent for the City, such designation will be in writing with a copy provided to the Seller. Hereinafter, when the term "City's representative" is used, it may also mean the City or its authorized agent.

1.5.5.1 Inspection and Test Plan: Prior to commencing fabrication, Seller shall submit to the City a detailed inspection and test plan (i.e., a Quality Assurance/Quality Control Plan) for the work to be performed. The inspection and test plan shall be a detailed step-by-step list of operations and requirements which shall identify the inspection and testing points for major components of the work and shall be maintained current throughout the duration of the Agreement. The plan shall include the Seller's strategy for inspecting sub supplier's work, including inspection by the Seller at his sub supplier's facilities. The City will designate any test witness points or other inspection points required.

1.5.5.2 The Seller shall keep the City informed of the progress of the work and shall notify the City at least 15 business days in advance of the appropriate times for inspections and testing when such inspection and test points have been designated by the City for witnessing. The work shall not progress past the City's designated witness point until the City has inspected the work or witnessed the designated test, or the City has waived its right to perform an inspection or to witness a test. The Seller shall be responsible for providing the City with post manufacturing photographs, and approved panel layout drawings prior to shipment, of the overall breaker(s) layout and internal control & wiring cabinet as verification the new breaker matches the existing breakers' wiring, terminal block and conduit locations.

1.5.5.3 Access: The City will have the right to inspect the Seller's and sub supplier's work and related documents in the course of manufacture providing no delays in manufacture are caused thereby. The Seller is required to provide, at his own expense, reasonable facilities including tools and instruments for demonstrating acceptability of the work.

1.5.5.4 Test Witnessing: If called for in the Agreement and/or Request for Bid Documents, and when designated as a hold point, witnessing of mill or factory tests must be performed in the presence of the City's representative unless waived in writing by the City's representative. The Seller shall bear all expenses of such tests except the compensation and expense of the City's representative. All international travel will be business class.

1.5.5.5 Corrective Action: Upon detection of a noncompliance with the requirements of the Agreement and/or Request for Bid Documents, the Seller shall document the noncompliance issue and provide the City's representative a copy of the report. The Seller shall be required to correct, in a timely manner, all deficiencies identified at the sole cost of the seller.

1.5.5.6 Rejection: If any items or articles are found not to meet the requirements of the specifications, the lot, or any faulty portion thereof, may be rejected. Before offering specified material or equipment for shipment, the Seller is required to inspect the material and equipment and eliminate any items that are defective or do not meet the requirements of the Agreement and/or Request for Bid Documents. The fact that materials or equipment have been previously inspected, tested, and accepted does not relieve the Seller of responsibility in the case of later discovery of flaws or defects.

SECTION 2. PRODUCTS

2.1 GENERAL EQUIPMENT REQUIREMENTS

2.1.1 Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged.

2.1.2 Miscellaneous Materials and Services: Miscellaneous materials and services not otherwise specifically called for shall be furnished by the Seller in accordance with the following, as applicable:

2.1.2.1 All special tools or lifting beams and lugs for offloading.

2.1.2.2 SF6 spare cylinders for one (1) breaker to be provided onsite.

2.1.2.3 Field Support Services shall be provided in accordance with the Agreement.

2.1.2.4 Spare Parts shall be provided in accordance with the Agreement.

2.1.3 Materials containing asbestos will not be allowed.

2.2 FACTORY ASSEMBLY

2.2.1 All separately packaged accessory items and parts shall be shipped with the equipment. Containers for separately packaged items shall be marked so that they are identified with the main equipment. An itemized packing slip indicating what is in that container only shall be attached to the outside of each container used for packaging. A similar list shall be inside each container. A master packing slip covering all accessory items for a given piece of equipment which are shipped in separate containers shall be attached to one container.

2.3 TOOLS

2.3.1 The Seller shall furnish and ship with each piece of equipment one set of all special tools required for assembly, installation and maintenance, of the equipment and materials to be provided. The tools shall be shipped in separate, heavily constructed wooden boxes provided with hinged covers and padlock hasps.

2.3.2 Maintenance tools for each for the equipment and materials to be provided shall be boxed separately and the boxes shall be marked with the name of the project and the name of the equipment.

SECTION 3. 145 KV SF6 DEAD TANK CIRCUIT BREAKER - GENERAL

3.1 WORK INCLUDED

3.1.1 The Circuit Breaker Manufacturer (Seller), whose manufacturing and testing facility must be within the continental United States (CONUS), shall provide all the necessary and required labor, materials, tools, equipment, etc., to design, fabricate, manufacture, assemble, test and ship the breaker complete with all the accessories and the ordered spare parts to the required destination.

3.2 WORK NOT INCLUDED

3.2.1 The Seller shall not be required to unload the breaker, place it on the pad, anchor and ground the breaker, provide low voltage and high voltage external connections, fill the breaker with SF6 gas, field test and energize the breaker.

3.3 SUBMITTALS

3.3.1 All questions, clarifications, review drawings, final drawings, submittals, correspondence, etc., except as stated otherwise, shall be referred to:

City of Santa Clara
Attn: Allie Jackman
Silicon Valley Power
881 Martin Ave.
Santa Clara, CA 95050
Phone: (408) 615-6639
Email address: ajackman@svpower.com

3.3.2 The Seller shall submit three (3) sets of review drawings including, but not limited to, basic outline drawing including shipping drawings, detailed A.C. and D.C. schematics, control cabinet drawings, point-to-point wiring diagram and terminal arrangement drawings, breaker, operator and C.T. nameplate drawings, bushing drawing, bushing current transformer schematic diagram, C.T. excitation, ration correction and power factor correction curves, motor and heater details, etc., for review and comments.

3.3.3 After the For Approval Drawings are finalized, the Seller shall electronically submit Issued for Manufacturing Drawings in AUTOCAD files for each breaker ordered.

3.3.4 Drawing submittals and circuit breaker delivery shall be provided in accordance with the schedule included in the Agreement.

3.3.5 Due to global supply chain issues and subject to material and parts availability at time of manufacturing, Seller may use substitute parts and components per the below table in order to deliver the order or breaker on time (i.e. in order to meet the delivery schedule – this does not change the delivery schedule in the Agreement). All substitute parts and components shall be fit, form and functionally compliant with original proposed part. In case of a drawing change, Seller shall provide revised drawing(s) with breaker and send to customer contact person.

Generic Component / part Name	Detail / Functional purpose	Substitute options subject to availability of parts/components			
Bushing Current Transformers (CTs)	Metering and relay CTs	Meramec	Ameran	Narayan	
Terminal Blocks-1	power terminal	Marathon	Phoenix	GE	States
Terminal Blocks -2	CT testing	Marathon	Phoenix	GE	States
Terminal Blocks-3	Control	Marathon	Phoenix	GE	States
SEL Relays / Breaker monitoring devices	all types / customer specific	No other option available			
Relays-1	for controls	Square D	Siemens	ABB	
Relays-2	for timing	Agastat	Signaline		

3.3.6 For each circuit breaker ordered, the Seller shall submit three (3) sets of installation, operation and maintenance manuals complete with all drawings, C.T. curves, motor and heater details, certified test results, etc., as follows:

3.3.6.1 Mail one set to:

City of Santa Clara
Silicon Valley Power
Attn: Allie Jackman
881 Martin Avenue
Santa Clara, CA 95050

3.3.6.2 Provide one set in breaker control cabinet pocket.

3.3.6.3 Mail one set to:

City of Santa Clara Electric Shop
Attn: Ernest Benjamin
1705 Martin Avenue
Santa Clara, CA 95050

SECTION 4. 145 KV SF6 DEAD TANK CIRCUIT BREAKER– PRODUCTS

4.1 GENERAL REQUIREMENTS

4.1.1 The circuit breaker shall be outdoor, free-standing, weatherproof, SF6 dead tank type and complete with current transformers, accessories and controls all as specified herein.

4.1.2 The circuit breaker shall generally conform to the applicable requirements of the latest IEEE, ANSI and NEMA standards, except where the requirements of this specification take precedence.

4.1.3 The circuit breaker shall be suitable for reclosing and shall operate under ANSI Standard Usual Service Conditions, in Santa Clara, California, on a 115kV, 60Hz, solidly grounded neutral system.

4.1.4 The circuit breaker shall have seismic withstand capability appropriate for "High Seismic" in accordance with IEEE 693-2005. A special nameplate shall be offered stating this rating. A seismic report certifying that the design meets the seismic requirements shall be submitted.

4.1.4.1 The site conditions are shown below:

4.1.4.1.1 Seismic Design Data:

Site Class = D (ASCE 7-22, 20.3.2). Design will incorporate site specific data (borings, seismic refraction) and shear wave velocity profiles of the subsurface at or around the Substation.

Seismic Design Category = D (ASCE 7-22, Tables 11.6-1 &2)

Risk Category = III (ASCE 7-22 Table 1.5-1) or as determined by the Geotechnical Report

Seismic Importance Factor, I = 1.25 (ASCE 7-22, Table 1.5-2)
ASCE 193, IEEE 693 standards shall be met typical for California

4.1.4.2 Wind Design Data:

ASCE 7-22 (IEEE 605 loads will also be considered)
Basic wind speed = 99 mph
Exposure = C
Ambient Temperature; 42.8°C to -7.8°C

4.1.5 The circuit breaker shall be suitable for withstanding high concentration of hydrogen sulfide in the air resulting in corrosive conditions.

4.1.6 The SF6 gas leakage rates for the circuit breaker shall not exceed 0.5% annually.

4.1.7 The seller shall provide accurate SF6 quantity, weight in pounds, to owner for each breaker upon delivery with separate values provided for each SF6 compartment of each breaker.

4.2 RATINGS

4.2.1 The circuit breaker shall have the following ratings at a minimum. Consult the data sheet for additional requirements.

4.2.1.1 Rated Maximum Voltage – 145 kV
Power Frequency Withstand: 275 kV

Impulse Withstand (Full Wave) – 650 kV Peak
Impulse 2 µ-sec chopped wave – 838 kV
Peak Rated Continuous Current –4,000 Amps
Rated Short Circuit Current (Symmetrical) – 80,000 Amps
Close and Latching Current – 208 kA Peak
Interrupting Time – 3 cycles
Operating Cycle: O-0.3 sec-CO-15 sec-CO
A.C. Control Voltage – 120/208V A.C.
D.C. Control Voltage – 125V D.C.

4.3 GENERAL CONSTRUCTION

4.3.1 All three poles of the circuit breaker shall be operated by a stored energy type mechanism.

4.3.2 The circuit breaker shall have a leakage rate of not more than 0.5% on an annual basis.

4.3.3 The operating mechanism housing shall be enclosed and weatherproof and shall have hinged doors with provisions for padlocking. All doors shall be fully gasketed. Doors shall open wide, giving full access to interior and shall have stops to prevent accidental closing.

4.3.4 The various control and power devices shall be grouped and connected as shown on the simplified A.C. and D.C. schematics given at the end of this section. Each molded case circuit breaker shall provide a separate N.O. and N.C. alarm wired to terminal blocks. These alarm contacts shall only operate on tripping of the molded case breaker and not on manual opening.

4.3.5 Two ground pads, each with two NEMA holes, shall be provided on opposite corners. Outline drawing will show the location and material for these pads.

4.3.6 All the devices like terminal blocks, close coil, trip coil, heaters, relays, motor, molded case circuit breakers, disconnects, etc., with their associated wires shall be so installed that they become easily accessible for checking, testing, maintaining, troubleshooting, etc.

4.3.7 The bushing C.T. terminal blocks shall be labeled to identify the corresponding bushing and bushing C.T.

4.3.8 All devices like terminal blocks, close coil; trip coil, heaters, relays, motor, molded case circuit breakers, disconnects, etc., shall be labeled in accordance with the labels used on the point-to-point wiring diagram.

4.3.9 The control cabinet shall have a pocket for keeping one set of breaker installation, operation and maintenance manual complete with all drawings, CT curves, motor and heater details, certified test results, etc.

4.3.10 Two identical trip coils shall be provided.

4.3.11 Stainless steel nameplates shall be mounted on the outside of the control cabinet door.

4.3.12 The breaker shall not use shunt capacitors to achieve the rated short circuit current.

4.3.13 The overall breaker(s) layout, internal control and wiring cabinet shall match the existing breakers' wiring, terminal block and conduit locations as they are required to allow the reusing of existing cables, conduit, and foundation.

4.4 BUSHINGS

4.4.1 All bushings shall be porcelain or composite conforming to the latest applicable ANSI and NEMA Standards. Bushings shall be approved by owner. Polymer and epoxy bushings are typically not acceptable. All bushings shall be adequate for ratings of the breaker.

4.4.2 Aluminum bushing conductor is acceptable if bushing is furnished with an integral NEMA 4-hole terminal pad. If bushing has threaded studs for external connections, then bushing conductor shall be copper.

4.4.3 If bushing conductor is copper, then the threaded studs must be tin/silver plated and all aluminum stud connectors for stud-to-flat NEMA pad must be provided with the breaker.

4.4.4 Bushings shall be ANSI 70 sky gray.

4.4.5 Bushings shall be SF6 gas filled.

4.4.6 Bushings shall be furnished with power factor test electrodes.

4.5 BUSHING CURRENT TRANSFORMERS

4.5.1 Three multi-ratio bushing current transformers, with minimum relaying accuracy matching the table in the referenced data sheet, shall be provided at each bushing for a total of eighteen (18) bushing current transformers per circuit breaker. The full ratio primary rating shall equal the continuous current rating of the breaker. These transformers shall have fully distributed windings and a minimum Thermal Rating Factor of 2.0.

4.6 AUXILIARY DEVICES

4.6.1 The auxiliary devices shall include, but not be limited to, the following:

4.6.1.1 Operation Counter: It shall operate on circuit breaker opening.

4.6.1.2 Position Indicator: It shall show the position of the main contacts. It shall be visible without opening any compartment doors.

4.6.1.3 Trip coil monitor LED light to be located in the breaker control cabinet for both trip coils.

4.6.1.4 Auxiliary Breaker Contacts: Not less than 6 N.O. and 6 N.C. electrically separate auxiliary contacts shall be provided for the City's use. All unused auxiliary contacts shall be wired to terminal blocks.

4.6.1.5 Mechanically Operated Manual Trip Device (69M): An external and mechanically operated manual trip with a guard for protection against unintentional tripping shall be provided. This device shall have OPERATE and RESET positions. This device shall have one OPEN contact and one CLOSE contact in OPERATE position and these contacts will change state in RESET position. OPEN contact in OPERATE position shall be used in closing circuit and CLOSE contact in OPERATE position shall be wired to terminal points for

annunciation. Operation of this device shall not depend on AC and DC power.

4.6.1.6 Space Heaters: Provide necessary Positive Temperature Coefficient (PTC) heaters with fan to avoid condensation. A flyer for PTC heater is provided at the end of this specification for reference.

4.6.1.7 Pressure Tank: All pressure tanks shall have an ASME label and shall be in accordance with all state and local codes. Pressure gauges shall be visible from outside the operating mechanism housing. A contact which closes on low pressure condition shall be provided and wired to terminals for annunciation of a low-pressure condition.

4.6.1.8 Travel Analyzer: Provisions shall be made available for the attachment of a travel analyzer.

4.6.1.9 Ground Bus: The Seller shall provide a suitable ground bus in the breaker control cabinet. The Seller shall bring all the ground connections to this ground bus. The Seller shall ground this ground bus by connecting it to other breaker ground pad by 6 AWG bare stranded copper wire using straight bronze terminal 2 cable to 2 hole NEMA pad, Hubbell make, Type VL2, Catalog #VL241BH or equal approved by City.

4.6.1.10 Convenience Outlets: The following convenience outlets in cast aluminum weatherproof boxes with covers shall be provided outside of the operating mechanism housing.

4.6.1.10.1 GFCI duplex receptacle, gray, 20A, 120V A.C.

4.6.1.10.2 Receptacle, twist lock type, NEMA L6-30R, gray, 30A, 208V A.C.

4.6.1.11 Dynamic Ratings monitor: The breaker shall be equipped with a Dynamic Ratings monitoring device, Part No. BPM-G-4-N-N-0-1-2 for Circuit Breaker and SF6 monitoring.

4.6.1.12 DILO fittings for gas filling.

4.7 SF6 Management

4.7.1 SF6 General Information

4.7.1.1 Rated pressure of SF6 gas in the circuit breaker (kg/cm^2 or PSI).

4.7.1.2 Rated pressure of SF6 gas in the gas cylinders (kg/cm^2 or PSI).

4.7.1.3 Quantity of SF6 gas required per single pole unit (kg or lb.).

4.7.1.4 Quantity of SF6 gas required per cylinder (kg or lb.).

4.7.1.5 Name of SF6 suppliers and country of origin.

4.7.1.6 Seller to provide supplemental pressure check tool with deliver of each circuit breaker.

4.7.1.6.1 The gauge of this tool must maintain an accuracy within 0.5% of its largest value.

4.7.1.6.2 The gauge of this tool must be able to measure the shipping pressure of SF6 Breaker, which is 5 psig or lower.

4.7.1.7 SF6 gas purity shall be 99% minimum. SF6 gas moisture content shall be less than 100 parts per million by volume (ppmV).

4.7.2 SF6 Information Specific to each breaker

4.7.2.1 Quantity of SF6 gas supplied for:

4.7.2.1.1 Actual use in breakers (kg or lb.)

4.7.2.1.2 As spare (kg or lb.)

4.7.3 Documentation and Handling requirements

4.7.3.1 Original Equipment Manufacturer (OEM) shall provide their standard document submittals in physical and electronic copies, including at a minimum: instruction books, test reports, and drawings.

4.7.3.2 OEM shall inspect all equipment prior to shipment and provide sufficient documentation of SF6 gas quantities in an approved format for the owner to meet regulatory mandated reporting requirements. For example, SF6 reporting may include:

4.7.3.2.1 Alarm switch pickup pressure and lockout switch pickup pressure, in psig, for breakers with frame-mounted density switch/gauge (temperature compensated).

4.7.3.2.2 The SF6 pressure in psig during shipping.

4.7.3.2.3 The amount of SF6 gas in the breaker, measured in pounds (lbs), during shipping.

4.7.3.2.4 The purity and moisture content of SF6 in both the SF6 gas breaker and the SF6 gas cylinder.

4.7.3.2.5 SF6 pressure, in psig, Leaving factory (per circuit breaker) and Delivered on site (per circuit breaker).

4.7.3.2.6 Total of SF6 (kg or lb.) purchased (including SF6 provided by OEM with or inside new equipment)

4.8 WIRING

4.8.1 Wire: C.T. circuits, auxiliary power and control wires shall be 10, 12 and 12 AWG minimum, respectively, 600-volt stranded copper switchboard wire, NEC type SIS or equal approved by the City. External wiring shall run in liquid-tight type flexible conduit or other suitable metal enclosure as approved by owner, adequately supported.

4.8.2 Terminations: Terminations shall be made with solderless, crimp type, non-insulated, ring-type lugs using a tool so designed that once the crimping action is started, the tool cannot be removed until the jaws bottom. Crimp side of lug shall be visible when lug is connected to a terminal point. Not more than two wires shall be terminated to a terminal point.

4.8.3 Terminal Blocks: All standard terminal blocks shall be 12-point, one piece, non-shorting type, 30A 600 volts with brass screw terminals and white marking strip, GE Type EB25 make, Catalog No. 2B112 or equal approved by the City. Spare terminal points in the amount of a minimum of 20% of the connected terminals shall be provided.

4.8.4 Ground Bus: The cabinet shall be provided with a ground bus located in the rear bottom section. The bus size shall be ¼ -inch x 2 inch minimum, flat copper bar and shall be mounted on the cabinet base channel. The ground terminal point of each shorting type terminal block shall be jumpered and the last jumper shall be connected to ground bus in the control cabinet.

4.8.5 Short circuit type terminal blocks shall be used for all current transformer circuits. Terminal blocks shall be one piece, shorting type, GE EB 27, having the quantity of terminal points specified.

4.8.6 Wire Training: Wiring shall be trained neatly in insulated type wiring ducts with covers. The sum of the cross-sectional area of the conductors shall not exceed 40% of the interior cross-sectional area of the wiring duct.

4.8.7 Wire Labels: All conductors shall be labeled at all terminations with wire names and wire destination in accordance with point-to-point wiring diagrams. Wire destination shall include not only the device but the device and its terminal number. Wire labels giving wire origins are not acceptable. Wire labels shall have two lines, first line for wire name and second line for wire destination. Label shall be permanently held in place so as to be readable when the wire is secured to the terminal point.

4.8.8 Spare Contact Wiring: All unused, i.e., spare contacts, shall be wired to terminal blocks in the control cabinet.

4.8.9 Terminal blocks for interconnecting with Owner's wiring shall be located in the control cabinet so that the Owner's existing cables/wiring may be reused.

4.9 PAINTING

4.9.1 All control cabinet external and internal metal parts shall receive a thorough painting using OEM's standard control cabinet painting process.

4.9.2 The painted surfaces shall not chip, crack, peel, or otherwise deteriorate due to conditions encountered during operation (i.e., changes in temperature, and exposure to various weather conditions).

4.9.3 The interior and exterior finish color shall be ANSI No. 70, Light Gray.

4.10 TESTS

4.10.1 In addition to routine tests required by ANSI Standards, the following test shall be made in accordance with the latest IEEE standard C37.09

4.10.1.1 Current Transformer Test as per the lasts IEEE Standard C57.13.

4.10.1.1.1 Check the presence of correct nameplate, terminal and polarity markings.

4.10.1.1.2 Electrical polarity check.

4.10.1.1.3 Ratio check for all taps.

4.10.1.1.4 Saturation test.

4.10.1.2 Gas receiver test

4.10.1.3 Pressure test

4.10.1.4 Nameplate check

4.10.1.5 Leakage tests

4.10.1.6 Heaters and coils check tests.

4.10.1.7 Clearance and mechanical adjustment check tests.

4.10.1.8 Mechanical operations tests

4.10.1.9 Timing and travel test

4.10.1.10 Stored energy system tests.

4.10.1.11 Electrical resistance of current path test/contact resistance test

4.10.1.12 Power frequency withstand voltage test on major insulation components.

4.10.1.13 Power frequency withstand voltage test on control and secondary wiring.

4.10.1.14 Power factor tests on all bushings

4.10.1.15 Minimum pickup voltage tests on trip and close coils

4.10.1.16 Trip Free and Anti-pump function check

4.10.2 Provide a seismic report to certify the design can withstand the seismic requirements for this project as required in this specification.

4.10.3 The City reserves the right to witness all tests. The Seller shall give at least three (3) weeks' notice to the City prior to performing any test.

4.11 DRAWING REQUIREMENTS

4.11.1 Point to point wiring diagram is required. Wire chart or wire table or wire schedule in lieu of point to point wiring diagram is not acceptable.

4.11.2 Schematic diagrams and point to point wiring diagrams shall be separate. Schematic diagrams shall have wire name or wire designation.

4.11.3 All relay and auxiliary contacts shall be clearly displayed and identified as to their use.

4.11.4 There shall be a clear distinction between wire names and terminal numbers.

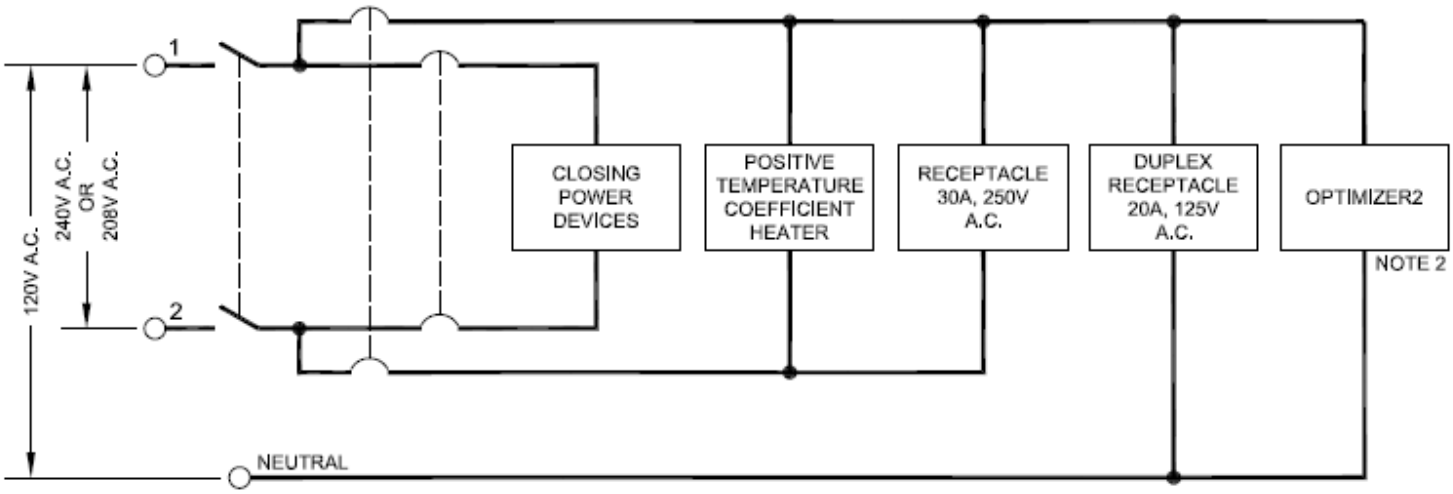
4.11.5 User's points of connection, such as for A.C. and D.C. power supplies, annunciation, CT circuitry, etc., shall be identified on the schematic diagrams with terminal numbers.

4.11.6 Outline drawing shall show front view, rear view, top view, right hand side view, left hand side view, overall dimensions of the breaker, anchoring details, conduit entrance, ground pads, C.G. of the breaker, incoming and outgoing or line and load side, 69 M device, receptacles, etc. A bill of materials shall also be provided.

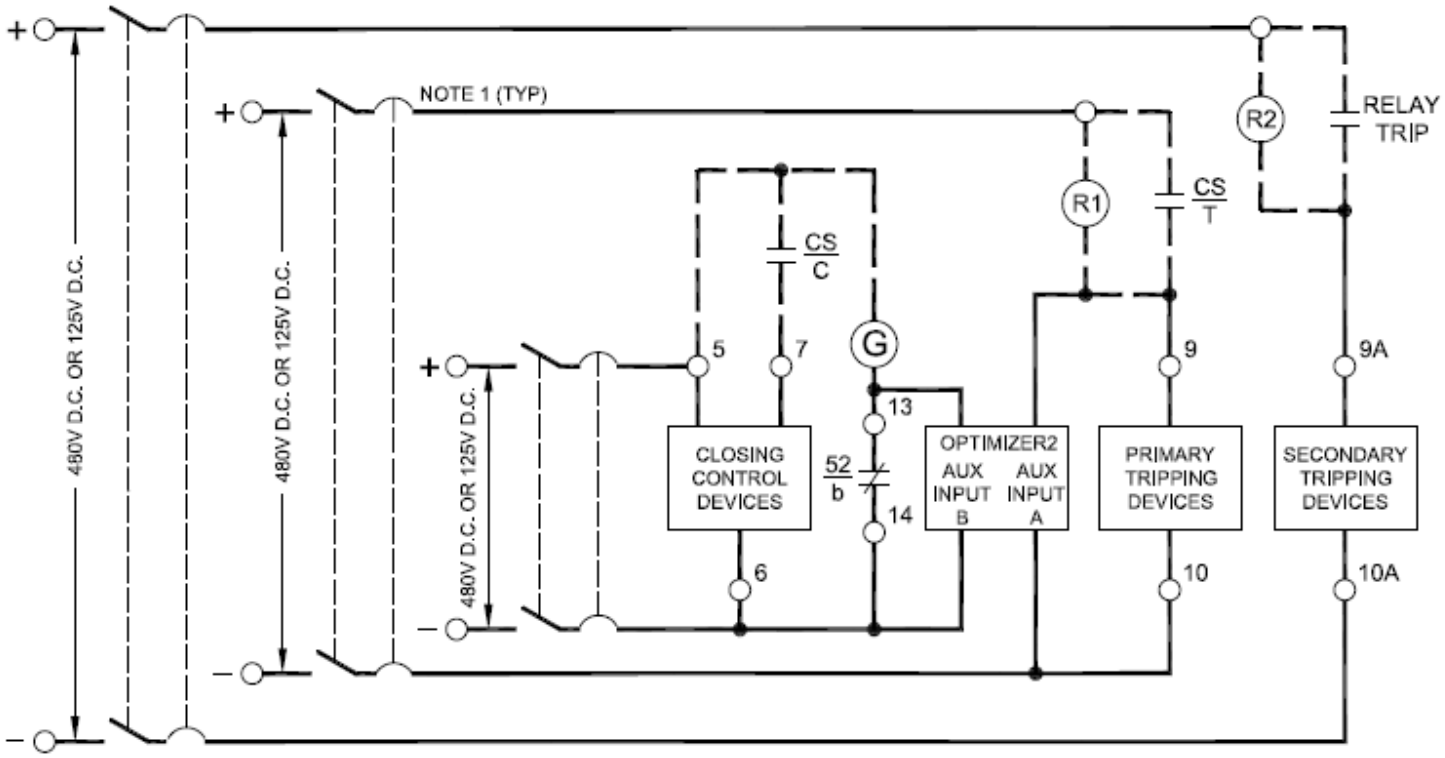
4.11.7 Control cabinet drawings shall show the detailed physical location and layout of all equipment such as terminal blocks, ground bar, switches, relaying equipment, lights and receptacles. A bill of materials shall also be provided.

4.11.8 Generic drawings are not acceptable. Drawings shall be specific for the equipment supplied.

4.11.9 Reduced and hard to read drawings are not acceptable. All drawings shall be full size, clear and easy to read and understand.



A.C. SCHEMATIC



D.C. SCHEMATIC

DOTTED CONNECTIONS ARE
EXTERNAL TO THE BREAKER

PTC Heater Systems

GENERAL DESCRIPTION

The High Voltage Supply Positive Temperature Coefficient (PTC) Heater improves the reliability of your electrical equipment by maintaining an enclosure temperature only slightly higher than the outside ambient temperature. The system offers unparalled reliability due to the elimination of a thermostat or other controls. In addition, standard PTC Heaters use an integrated fan assembly that assures even heat distribution throughout the enclosure.

CONSTRUCTION

PTC Heaters feature a heating element constructed with a variable resistance material that automatically controls cabinet temperature. A fan (if equipped) is attached to the heat guard and provides forced conduction of the heat as well as uniform enclosure distribution. Mounting brackets allow easy cabinet or panel installation. A twelve foot wiring harness is also included to make installation as easy as possible.

Options

The PTC heaters are available in the following configurations:

1. 50 Watt, 120V panel mount convection
2. 200 Watt, 120V fan forced
3. 200 Watt, 240V fan forced
4. 400 Watt, 120V fan forced
5. 400 Watt, 240V fan forced

INSTALLATION

Electrical Connections

To connect harness to Heater/Blower plug black wire lead with (3) terminals into heater terminal block #1, Then the next lead is plugged into Heater terminal block #3, and the remaining lead is plugged into the bottom terminal on the fan motor. Plug remaining black wire lead with (2) terminals into heater terminal block #2, then the remaining lead is plugged into the top terminal on the fan motor.

OPERATION

Operation of the heater assembly is automatic and requires no adjustment. As the heat level in the enclosure increases, the resistance of the heater element also increases, resulting in a decrease of the output wattage. Eventually, the enclosure reaches an equilibrium temperature slightly above ambient.

MAINTENANCE

The PTC heater is essentially maintenance free, with only a few necessary checks to ensure that the unit is operating normally.

Annual Inspection:

CAUTION: *The surface of the heater element is very hot and can cause burns. Never cut or remove the heat shield.*

- Visually inspect that the fan is running quietly and that no foreign material has entered the assembly.
- Inspect that heater element shield is warm to the touch.

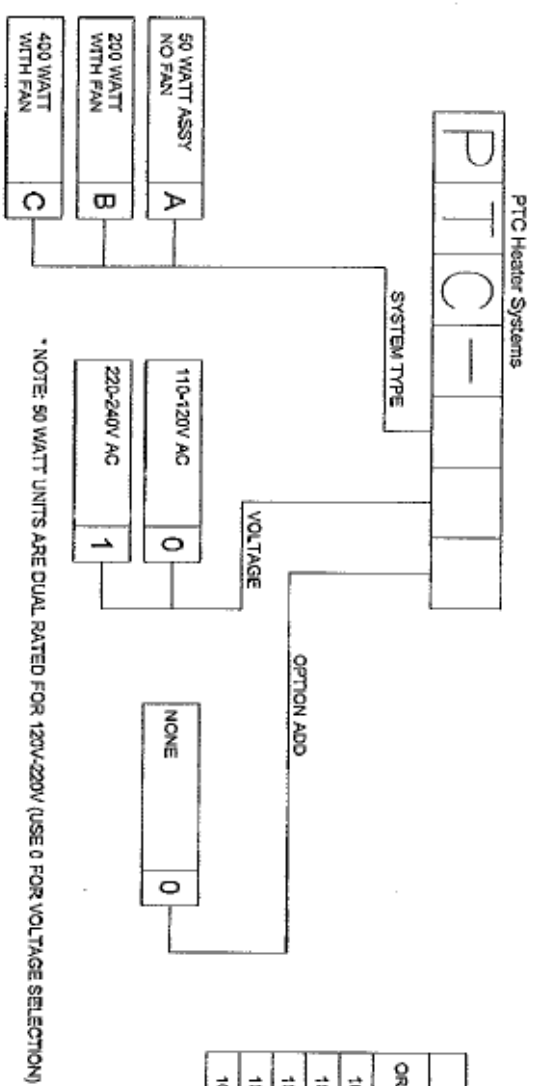
TROUBLESHOOTING

1) The fan or heater is not operating
   - Confirm that the voltage input to the PTC assembly is the correct voltage.
   - Check fan and heater plug-in terminals to ensure that none have become unplugged.
   - Check wiring harness for cuts or bare insulation

REPLACEMENT PARTS AND SERVICE

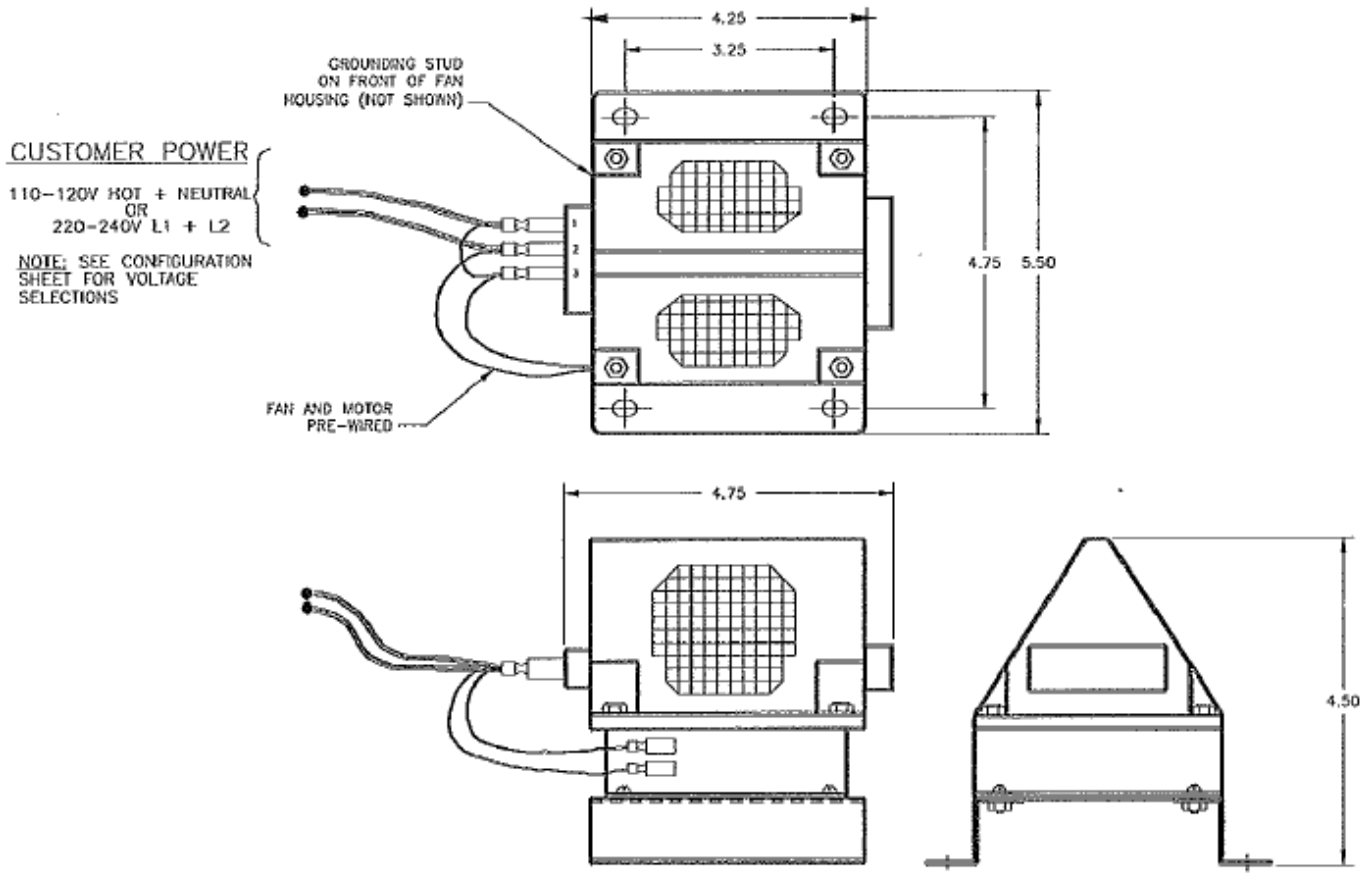
Please contact High Voltage Supply for parts and service at 800-338-5526 for replacement parts and/or service.

PTC Heater Systems

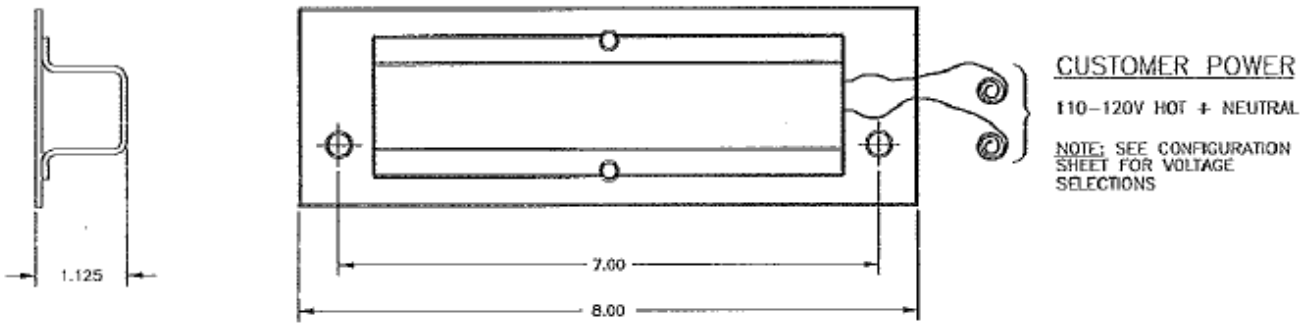


REFERENCE TABLE	
ORIGINAL PART #	NEW PART #
1030-016K-V1	PTC-B00
1030-016K-V2	PTC-C00
1030-016K-V3	PTC-B10
1030-016K-V4	PTC-C10
1030-016K-V5	PTC-A00

PTC Heater Systems



FAN FORCED UNITS



CONVECTION UNITS

Build Your Own Part Number Using Configuration Below:

For More Information
call 800-338-5526
e-mail HVSinfo@
waukesha.spx.com

P	T	C	2	-	X	X	X

SYSTEM TYPE

20 WATT ASSY NATURAL CONVECTION	E
30 WATT ASSY NATURAL CONVECTION	F
40 WATT ASSY NATURAL CONVECTION	G
60 WATT ASSY NATURAL CONVECTION	A
200 WATT, W/FAN FORCED CONVECTION	B
300 WATT, W/FAN FORCED CONVECTION	C
400 WATT, W/FAN FORCED CONVECTION	D
200 WATT, W/FAN TEMPERATURE ACTIVATED	H
300 WATT, W/FAN TEMPERATURE ACTIVATED	J
400 WATT, W/FAN TEMPERATURE ACTIVATED	K
200/400 WATT, W/FAN 200W & FAN 400 WATT HI-RECOVERY TEMPERATURE ACTIVATED	L
300/400 WATT, W/FAN 300W & FAN 400 WATT HI-RECOVERY TEMPERATURE ACTIVATED	M

VOLTAGE

110-120V AC	0
220-240V AC	1

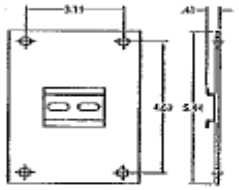
OPTION ADD

NONE	0
MOUNTING PLATE ADAPTER	1
DIN RAIL MOUNT 1030-1342-001	2

NOTE: Units A, E, F & G are dual rated for 120V–220V (use 0 for voltage selection).
Shipping weight: 1 lb.



MOUNTING PLATE ADAPTER



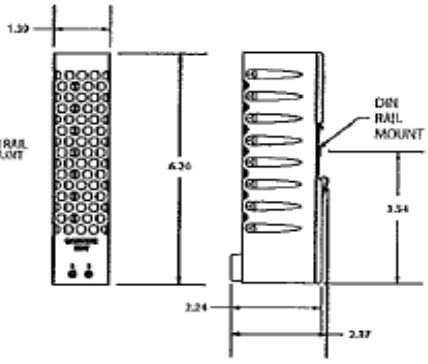
PTC2 HEATER
B, C, D, H, J, K, L & M
SYSTEM TYPES

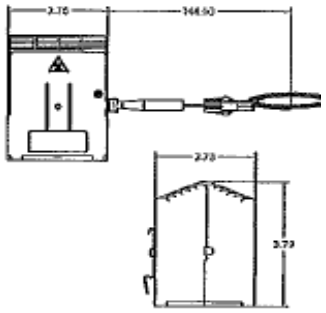
MOUNTING: DIN RAIL or MOUNTING PLATE ADAPTER
WIRE LEAD: 12 FEET (INCLUDED)



PTC2 HEATER A & G SYSTEM TYPES

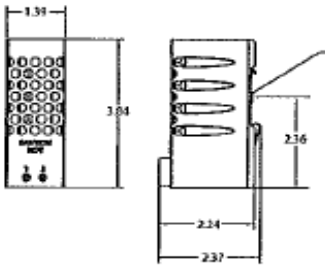
MOUNTING: DIN RAIL or MOUNTING PLATE ADAPTER
WIRE LEAD: 12 FEET (INCLUDED)





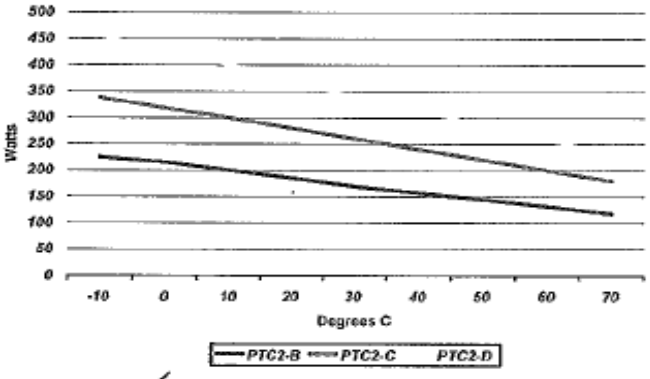
PTC2 HEATER E & F SYSTEM TYPES

MOUNTING: DIN RAIL or MOUNTING PLATE ADAPTER
WIRE LEAD: 12 FEET (INCLUDED)

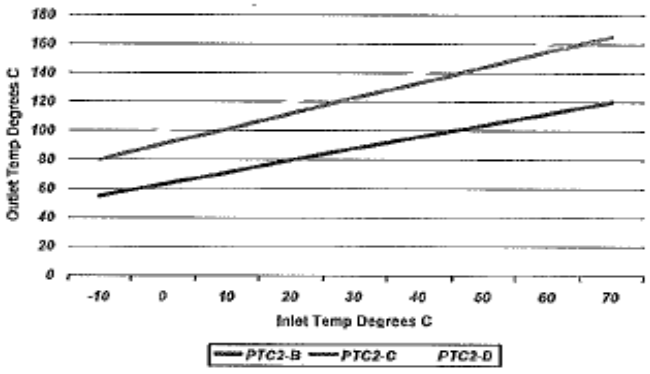


HOW TO PICK YOUR HEATER:

WATTAGE VS. HEATER INLET TEMPERATURE



HEATER INLET VS. OUTLET TEMPERATURE



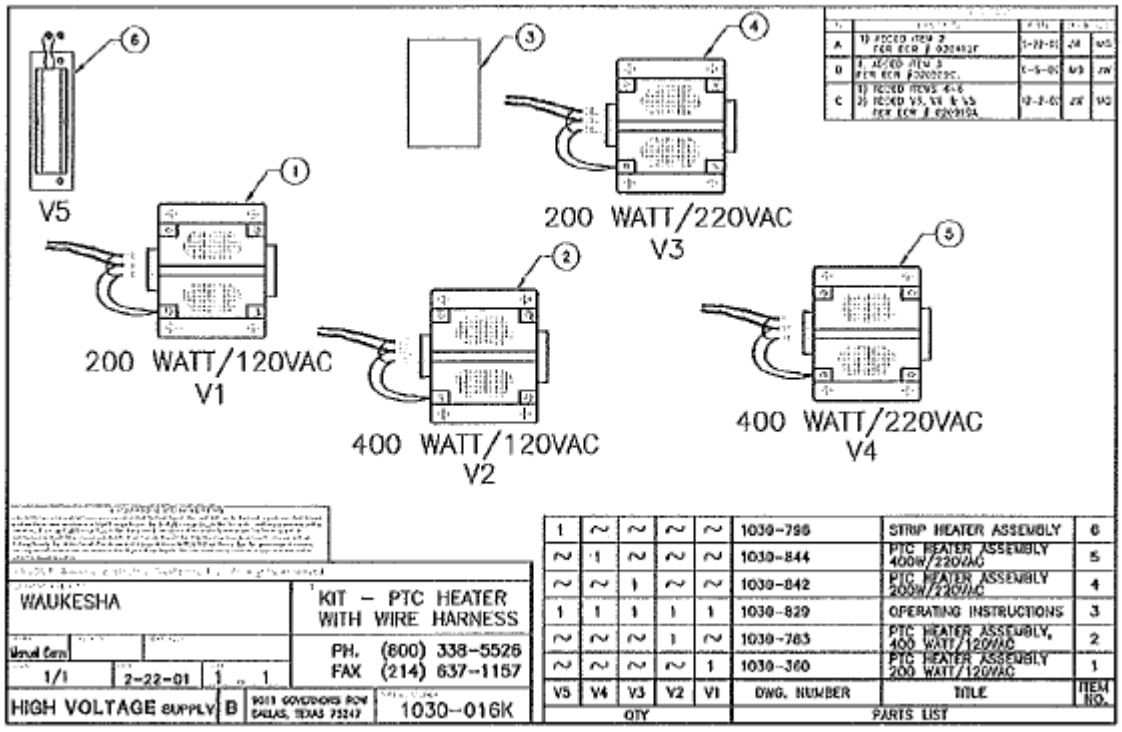
HIGH VOLTAGE SUPPLY®
COMPONENTS ○ TRAINING
CUSTOM SOLUTIONS

9011 Governors Row
Dallas, TX 75247
800-338-5526
www.HighVoltageSupply.com

Positive Temperature Coefficient (PTC2) heaters are distributed by High Voltage Supply, a division of Waukesha Electric Systems, Inc.

To continually improve its products and services, Waukesha Electric Systems reserves the right to change specifications and features without notice. Please contact HVS for certified dimensions and drawings.

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PTC2-0801 (Rev. 3/10)


V5
200 WATT/120VAC
V1
200 WATT/220VAC
V3
400 WATT/120VAC
V2
400 WATT/220VAC
V4
WAUKESHA
KIT – PTC HEATER
WITH WIRE HARNESS
PH. (800) 338-5526
FAX (214) 637-1157
1/1
2-22-01
HIGH VOLTAGE SUPPLY
B
1030-016K
QTY
PARTS LIST
1 2 2 2 2 1030-796 STRIP HEATER ASSEMBLY 6
2 1 2 2 2 1030-844 PTC HEATER ASSEMBLY 400W/220VAC 5
2 2 1 2 2 1030-842 PTC HEATER ASSEMBLY 200W/220VAC 4
1 1 1 1 1 1030-829 OPERATING INSTRUCTIONS 3
2 2 2 1 2 1030-763 PTC HEATER ASSEMBLY, 400 WATT/120VAC 2
2 2 2 2 1 1030-360 PTC HEATER ASSEMBLY 200 WATT/120VAC 1
V5 V4 V3 V2 V1 DWG. NUMBER TITLE ITEM NO.

ATTACHMENT A5 - 145kV CIRCUIT BREAKER DATA SHEET

All information on the technical data sheet is provided to establish Agreement requirements and guaranteed design values. All design values must be finalized during the design phase by mutual agreement of the City and Seller, in writing, prior to equipment manufacture.

ITEM	DESCRIPTION OF SPECIFICATION	UNITS	SPECIFIED RATING/DETAILS AND GUARANTEED PERFORMANCE VALUES
1.	**PROJECT**		SILICON VALLEY POWER 1. Breaker Replacement at the Northern Receiving Station
2.	**LOCATION** (NEAREST TOWN)		SANTA CLARA, CALIFORNIA
3.	**ALTITUDE** (ELEVATION ABOVE SEA LEVEL)		167.6 METERS (550-FEET)
4.	**DESIGN AMBIENT TEMPERATURE AT LOCATION** *(From Weatherbase)*		EXTREME HIGH: 42.8°C
			EXTREME LOW: -7.8°C
			HIGHEST AVERAGE WITHIN A 24-HOUR PERIOD: 17.1°C
5.	**CONTAMINATION LEVELS**		HIGH SALT LEVELS, HIGH HYDROGEN SULFIDE LEVELS
6.	**CIRCUIT BREAKER ELECTRICAL PERFORMANCE RATINGS**		
	Class		C2C0 (General Purpose Outdoors)
	Independent Pole Operation		No
	Motor Type		Stored Energy
	Number of Trip Coils		2
	Rated Power Frequency	HZ	60
	Nominal System Voltage	kV rms	115
	Maximum Continuous Voltage	kV rms	145
	Power Frequency Withstand Voltage (10-seconds Wet)	kV rms	275
	Power Frequency Withstand Voltage (1-minute Dry)	kV rms	275
	Full Wave Lightning Impulse Withstand Voltage (BIL)	kV Peak	650
	Chopped Wave Withstand Voltage (2-Microseconds)	kV Peak	838
	Maximum out of phase switching current	kA	20
	Minimum Continuous Current Rating	A	4,000

ATTACHMENT A5 - 145kV CIRCUIT BREAKER DATA SHEET

All information on the technical data sheet is provided to establish Agreement requirements and guaranteed design values. All design values must be finalized during the design phase by mutual agreement of the City and Seller, in writing, prior to equipment manufacture.

ITEM	DESCRIPTION OF SPECIFICATION	UNITS	SPECIFIED RATING/DETAILS AND GUARANTEED PERFORMANCE VALUES
	Short-Time Withstand Current (3 seconds duration)	kA sym	80
	Minimum Closing and Latching Current	kA	208
	Rated Interrupting Time	cycles	3
	Minimum Overhead Line Switching Current	A	50
	Minimum Capacitive Power Switching Current	A	50
	Peak Withstand Current	kA peak	208
	Maximum RIV @1 MHz	μV	2500
	DC Control Voltage	V DC	125
	AC Supply Power	V AC	120/208
	Charging Motor Primary Power Source	V DC	125

ITEM	DESCRIPTION OF SPECIFICATION	UNITS	SPECIFIED RATING/DETAILS AND GUARANTEED PERFORMANCE VALUES
7.	**CIRCUIT BREAKER PHYSICAL PERFORMANCE RATINGS**		
	Site elevation above 3300 feet above sea level		No
	Allowable Temperature Rise of bushing terminals (per IEEE C37.04)	°C	65
	Live Parts Material		Copper or Aluminum
	Pole Phase Spacing	inches	84
	Bushing Type		Porcelain
	Minimum creepage (leakage) distance of bushing weather sheds	inches	115
	Bushing color	ANSI 70	Lt. Gray

ITEM	DESCRIPTION OF SPECIFICATION	UNITS	SPECIFIED RATING/DETAILS AND GUARANTEED PERFORMANCE VALUES
	Height from base to energized bushing components	inches	102
	Minimum strike distance over bushing weather sheds	inches	41
	Maximum static horizontal transverse terminal load force (85% of test value as proscribed in IEEE C57.19.01-per IEEE C57.19.100)	Newtons	2635
	Height from base to bushing flange	inches	159.3
	Minimum height from base to bottom of pole control compartment	inches	39.9
	Minimum height from base to bottom of common control compartment	inches	39.9
	Maximum height from base to center of control/relay devices	inches	39.933
	Maximum height from base to center of control/relay devices	inches	~60
	ASME "U-Stamp" Required		Yes
	Bushing terminal type	NEMA	8-hole U-terminal, Aluminum terminal pad is acceptable if bushing conductor is aluminum, Threaded studs are required if bushing conductor is copper.
	Ground Terminal pads hole pattern	NEMA	2-hole, 2 pads positioned diagonally
	Terminal pads hole pattern and width	NEMA	U Shaped Terminal Pads

Bushing Current Transformers					
Device Numbers	Bushing	Position	Ampere Ratio	Accuracy	CT Curve
SVP will provide/specify device numbers once determined by EORs and agreed to by SVP.	1, 3, 5	X, Y and Z	4000:5 MR	C1200 with C800 @ 2000:5	3106N
	2, 4, 6	X, Y, and Z	4000:5 MR	C1200 with C800 @ 2000:5	3106N

Notes:
Position “X” is the bushing current transformer position closest to the bushing’s line terminal
Position “Z” is directly below Position “X”, and closest to the interrupting contacts

ITEM	DESCRIPTION OF SPECIFICATION	UNITS	SPECIFIED RATING/DETAILS AND GUARANTEED PERFORMANCE VALUES
8.	**SEISMIC QUALIFICATION LEVEL**		
	MINIMUM QUALIFICATION LEVEL		High, Zone 4
9.	**ADDITIONAL REQUIREMENTS/CLARIFICATIONS**		
	BREAKER CAN MEET THE SHORT CIRCUIT REQUIREMENT WITHOUT CAPACITORS		Yes
	BUSHING CONDUCTOR MATERIAL		Copper
	BUSHINGS ARE EQUIPPED WITH POWER FACTOR TESTING ELECTRODES		Yes
	POSITIVE TEMPERATURE COEFFICIENT (PTC) TYPE SPACE HEATER WILL BE PROVIDED		Yes
	A MANUAL TRIPPING DEVICE WILL BE PROVIDED		Yes
	PROVISION FOR A TRAVEL ANALYZER WILL BE INCLUDED		Yes
	DYNAMIC RATING MONITOR EQUIPMENT FOR SF6 AND BREAKER MONITORING IS INCLUDED		Yes

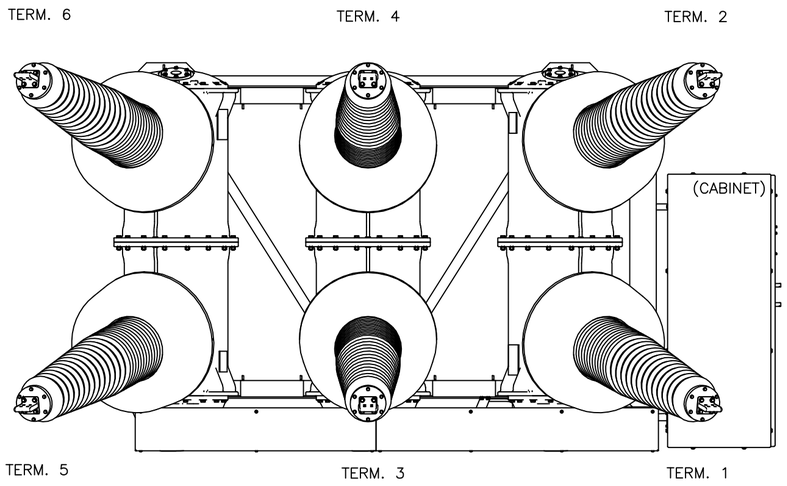
9a.	**SHIPPING LOTS FOR 145 KV 4000A CIRCUIT BREAKER**		
	NUMBER OF UNITS REQUIRED FOR THIS PROJECT (Delivery)	Lot	See Bid Pricing Form – Attachment D2
	CB DEVICE NUMBERS		TBD
ITEM	**DESCRIPTION OF SPECIFICATION**	**UNITS**	**SPECIFIED RATING/DETAILS AND GUARANTEED PERFORMANCE VALUES**
10.	**MANUALS & TESTING PLAN DOCUMENTATION SCHEDULE**		
	INSTRUCTION MANUALS		Seller will provide with design submittal package or sooner, see contract agreement for design submittal delivery date.
	FACTORY ACCEPTANCE TESTING PLAN AND PROCEDURES		Seller will provide with design submittal package or sooner, see contract agreement for design submittal delivery date.
11.	**WARRANTY PERIOD**		
	SPECIFIED PERIOD (MINIMUM)	YEARS	5 (AFTER INITIAL ENERGIZATION)
12.	**COMMERCIAL**		
	PROVIDE A PRELIMINARY OUTLINE DRAWING, INCLUDING OVERALL DIMENSIONS AND WEIGHTS, WITH PROPOSAL		Attached as Appendix D-1
	PROVIDE A PRELIMINARY NAMEPLATE DRAWING WITH PROPOSAL		Attached as Appendix D-2
	PROVIDE A QUALITY ASSURANCE (QA) PROCEDURES SUMMARY DOCUMENT WITH PROPOSAL		Seller will provide QA handbook/manual with design submittal package or sooner, see contract agreement for design submittal delivery date.

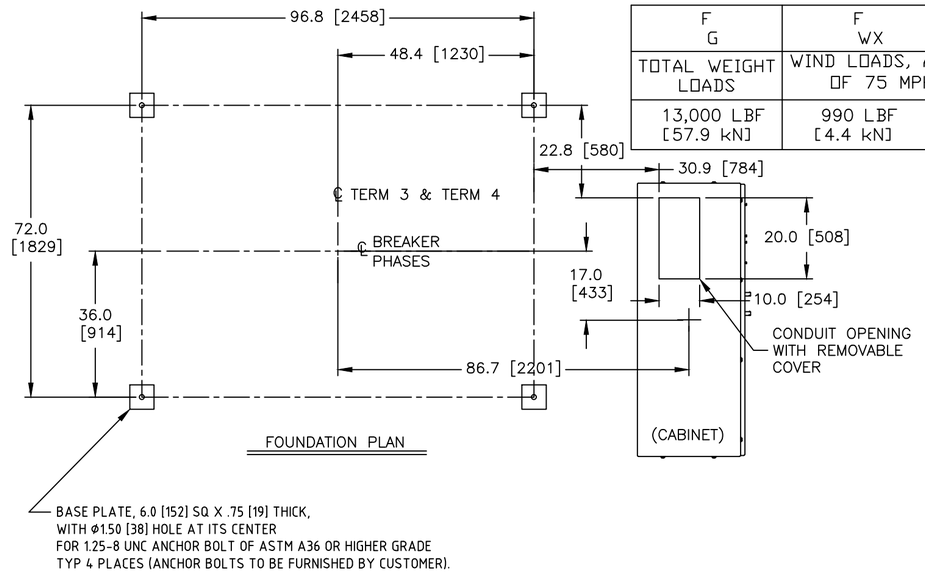
Site Locations and Directions

Project Name	Breaker Replacement at the Northern Receiving Station Project
State	CA
County	Santa Clara
Nearest City or Town	Santa Clara
Latitude (approximate substation location)	37.40215
Longitude (approximate substation location)	-121.96625
Project Site Physical Address	4952 Bill Walsh Way, Santa Clara, CA 95050

Owner Project Personnel

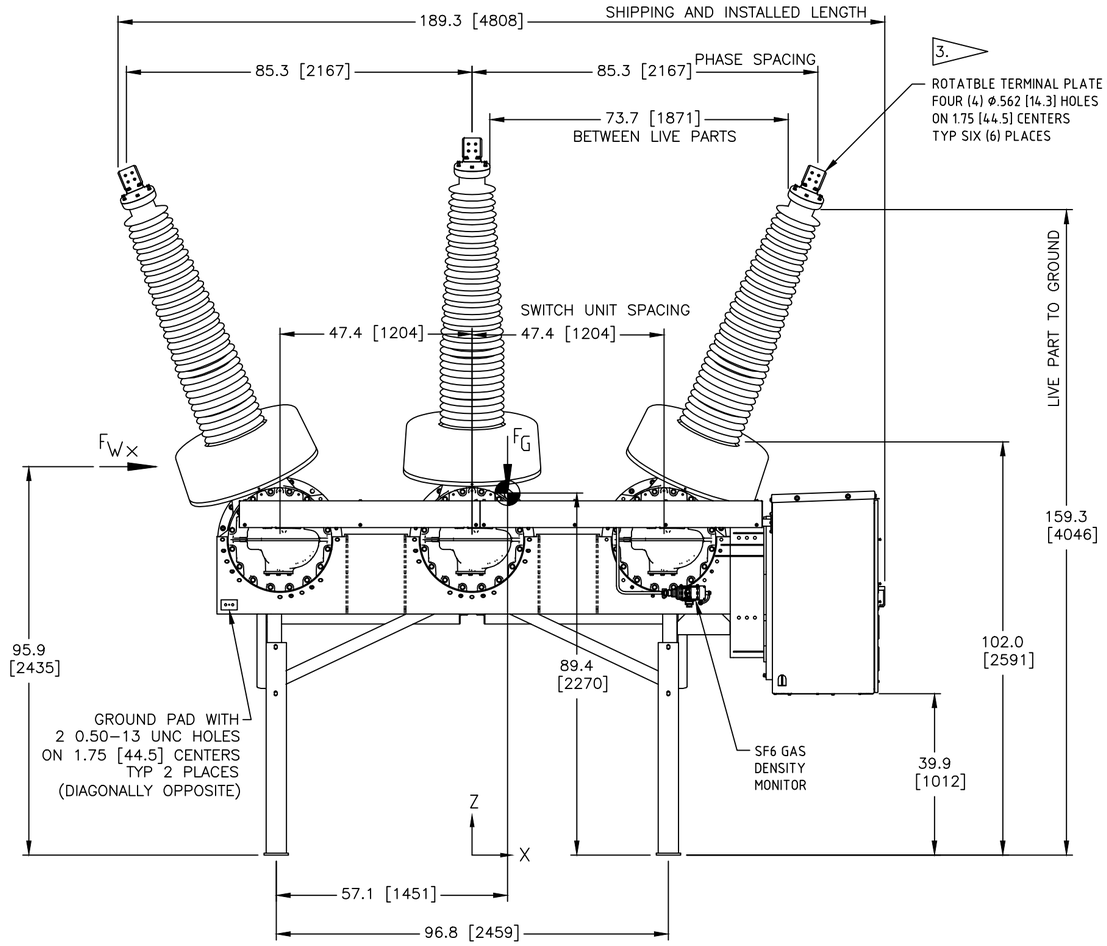
Owner Name:	Silicon Valley Power, City of Santa Clara
PRIMARY CONTACT:	Allie Jackman
Phone	(408) 615-6639
E-mail	ajackman@santaclaraca.gov

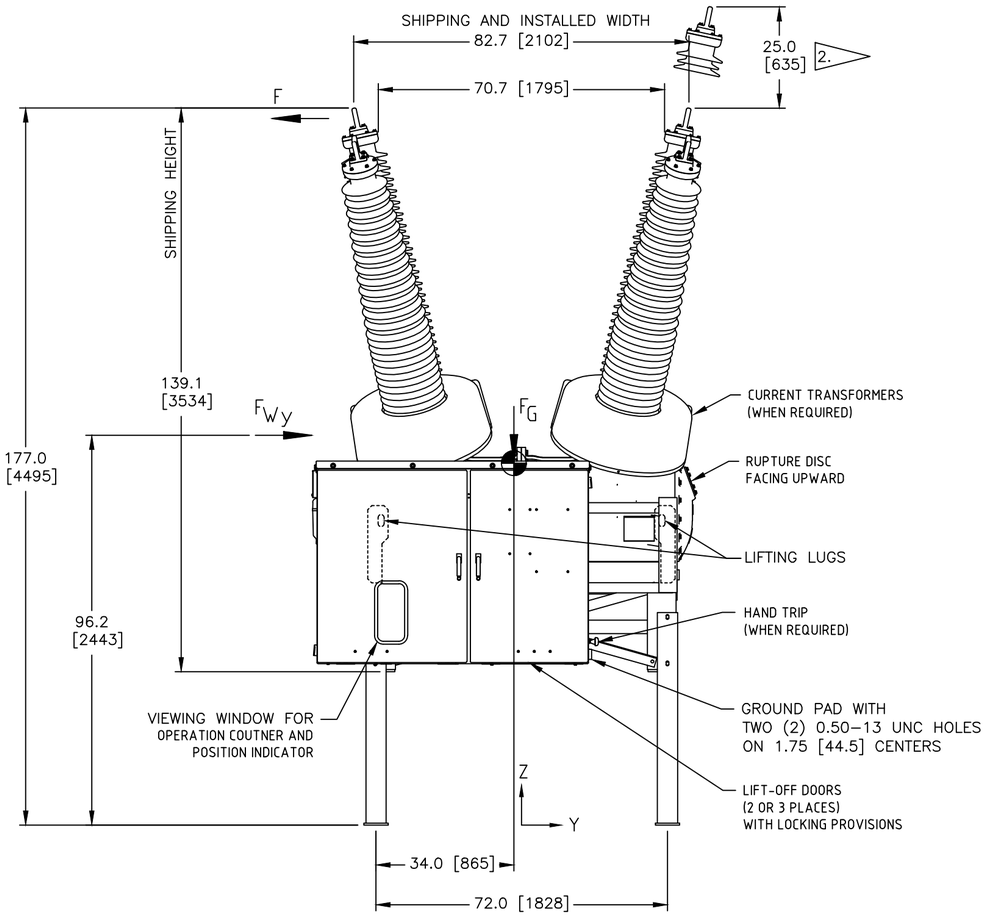




F G	F WX	F WY	F STAT	F STAT+DYN
TOTAL WEIGHT LOADS	WIND LOADS, AT WIND SPEED OF 75 MPH [33 M/S]		TENSILE LOAD AT TERMINAL	
13,000 LBF [57.9 kN]	990 LBF [4.4 kN]	1,169 LBF [5.2 kN]	450 LBF [2 kN]	1,124 LBF [5 kN]

OPERATING LOADS PER LEG		
HORIZONTAL F H		VERTICAL F V
X-DIR	Y-DIR	
2,024 LBF [9 kN]	2,698 LBF [12kN]	±8,094 LBF [±36 kN]





NOTES:

1. METRIC DIMENSIONS [XX.X] IN MILLIMETERS.
2. CLEARANCE REQUIRED FOR INSULATOR REMOVAL.
3. ALUMINUM TERMINAL PLATES WITH HOLES ACCORDING TO NEMA.
4. APPROX. WEIGHTS: BREAKER COMPLETE.....13,000 LBS [5,896 KG]
   SF6 GAS.....224 LBS [102 KG]
5. WEIGHTS AND CENTER OF GRAVITY COMPUTED WITH STANDARD CREEP PORCELAIN INSULATORS AT 410 LBS [186 KG] EA.
6. CENTER OF GRAVITY REPRESENTED BY .

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS ARE IN INCHES
2-PLACE DECIMAL ± .02
3-PLACE DECIMAL ± .010
4-PLACE DECIMAL ± .0050
INTERNAL DIA EXCLUDED
FOR TOL NOT SPECIFIED SEE 500 SERIES SHOP PRAC STD
MACHINED SURFACE TEXTURE
UNLESS OTHERWISE SPECIFIED
THIRD ANGLE PROJ
SIMILAR TO 72381331401

DRAWN BY	JHA	DATE 1/31/2017
CHECK BY	JHA	DATE 1/31/2017
APVD BY	LT	DATE
ISSUE BY	TH	DATE

-Confidential- Property of
Siemens Energy, Inc.

DWG NAME
OUTLINE, SPS2-121-170kV 80kA

C | FSCM NO. | DWG NO. 72381451401 | ISSUE A

SCALE 1:25 | WT R F | SHEET 1 OF 2

SIEMENS

Sulfur Hexafluoride Circuit Breaker
Type SPS2-145-80

Rated Max. Volts 145 kV	Rated Voltage Range Factor 1.0 (K)	Rated Interrupting Time 3.0 Cycles
Rated Continuous Current A	Rated Short Circuit Current 80000 A	Rated Capacitance Current Switching
Frequency 60 Hz	Rated Out of Phase Current 20000 A	Line Charging 200 A Isolated Bank Sw. 1200 A Back -to- Back Sw. 700 A Inrush Peak 25000 A Inrush Freq. 4250 Hz
Wt. of Breaker With Gas Lbs	Full Wave Impulse Withstand CB Closed Terminal-Ground 750 kV CB Open Terminal-Terminal 750 kV	
Weight of SF6 Gas 224 Lbs	Serial #	
Rated Operating Pressure at 68°F/20°C 87 psig	PO #	Rated Operating Duty Cycle O-C0-15SEC-C0
Minimum Operating Pressure at 68 F/20°C 72 psig	Short Time Current Duration 3 SEC	
SF6 Alarm Pressure at 68°F/20°C 75 psig	Close and Latch 215 kA	Parts List No.
SF6 Cutout Pressure at 68°F/20°C 72 psig	Rated Chopped Wave @ 2 microS 968 kV	Instruction Book PB-
% of DC Component 57 %	CB Warranty From Date of mfr. 5 Years	Date of Mfr.

Siemens Industry, Inc.
Manufactured or Assembled of U.S.
and Foreign Components

Jackson, MS

72-184-636-002

NOTES:

1. INST. BOOK-ENGRAVE PER S/O SEQUENCE NO. 00012.
2. SERIAL -S/O-ENGRAVE PER SALES ORDER INVOLVED.
3. DATE OF MFR-ENGRAVE MONTH/YEAR TO BE SHIPPED FOR ORDER INVOLVED.
4. ENGRAVE DASH NO. AFTER BRKR TYPE (EXAMPLE SPS2-362-63-1) SEE S/O SEQUENCE NO. 00015 FOR DASH NO.

MARK	MAKE FROM	MATERIAL	CODE	FINISH	RGH
002	72-200-184-027	ALUMINUM	---	F-0	---

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS ARE IN INCHES
1-PLACE DECIMAL ± .050
2-PLACE DECIMAL ± .020
3-PLACE DECIMAL ± .005
INTERNAL DIA EXCLUDED
FOR TOL NOT SPECIFIED SEE 500 SERIES SHOP PRAC STD
MACHINED SURFACE TEXTURE 1001 UNLESS OTHERWISE SPECIFIED
THIRD ANGLE PROJ
SIMILAR TO 72184636001

-Confidential- Property of Siemens Industry, Inc.

DWG NAME
NAMEPLATE
BREAKER, 145Kv-80Ka

DRAWN JHA	DATE 1-30-17	A	FSCM NO.
CHECK JHA	DATE 1-30-17		DWG NO. 72184636002
APVD LT	DATE 3-21-17		ISSUE 01
ISSUE SH	DATE 3-22-17	SCALE NTS	WT R F SHEET 1 OF 1

26-17110 Agenda Date: 3/24/2026

REPORT TO CITY COUNCIL

SUBJECT

Action on the Proposed Standstill Agreement for the Santana Terrace Apartments with Alpha Z San Jose Apt 1, LLC, Located at 190 N. Winchester Boulevard to Extend the Time for Refinance Lenders to Comply with Affordability Covenants Consistent with Fannie Mae/Freddie Mac Loan Requirements

BACKGROUND

The Santana Terrace Apartments complex is located at 190 N. Winchester Boulevard and was completed in June 2020. The 92-unit, multi-story apartment project was originally permitted as an age-restricted development limited to senior households age 55 and older.

In September 2021, the City Council adopted a Resolution approving a rezone of the project site removing the age restriction requirement language and instead allowing resident occupation for all ages. The original entitlement allowed construction of the senior housing development consisting of two and three-level rental housing units and resident amenities over a parking podium, along with carports and a reduced number of surface parking spaces totaling 105 parking spaces.

As of September 2021, about one year after construction, only 20 units were rented and occupied. According to the Developer, marketing efforts to attract and achieve residency by seniors 55 years of age and older were severely hampered by the pandemic, resulting in low and slow occupancy of the development, whereas the rental apartments available for residency of all ages were less impacted.

At the September 9, 2021, City Council meeting, the City Council approved the Developer's request to remove the age-restriction, conditioned upon the following: (1) that the Developer deed restrict 15% of the resident-occupied units, which is 14 total units, at income levels that did not exceed one hundred percent (100%) of the Area Median Income for Santa Clara County (AMI), and that the Developer install a security gate at the Property. The affordability restriction is consistent with the City's Affordable Housing Ordinance requirements.

At the November 9, 2021, Special City Council meeting, the City Council approved and authorized execution and recordation of a 55-year Agreement Containing Covenants and Restrictions ("Restrictive Covenants"), which were executed and recorded on December 14, 2021, to ensure long-term affordability of the 14 units. It is important to note the City did not provide the project with a loan, and only has affordability covenants.

Earlier this year, the Santana Terrace developer approached the City with a request to subordinate the City's Restrictive Covenants to a senior lender in connection with a proposed refinancing of the project. This request was denied because it is not the city's policy to subordinate affordability covenants as that could permanently wipe out long-term affordability if a senior lender foreclosures its loan. As an alternative, the developer requested a standstill agreement which temporarily prevents

the city from exercising certain remedies during a fixed period of time if a default occurs. The City Council will need to act before this refinance can occur.

The standstill agreement proposed for this project prohibits the City from exercising the City's enforcement rights authorized by the Restrictive Covenants for a 90-day period following notice to the lender. It also authorizes the City Manager to agree to extend the standstill period for an additional 90 -days.

Because housing projects periodically refinance their senior loans to secure more favorable terms, the frequency of such requests is expected to increase when rates improve or when existing loans approach maturity. Typically, senior loans for multifamily properties are structured with a 30-year amortization period but carry a 10 or 15-year term. Therefore, staff anticipate receiving more requests from developers and senior lenders for standstill agreements when affordability covenants are in place.

DISCUSSION

Overview of Proposed Refinancing

The property owner intends to refinance the project with a senior mortgage loan that will be backed by Fannie Mae under its Delegated Underwriting and Servicing (DUS) multifamily loan program.

Fannie Mae and Freddie Mac agency loan programs are a primary source of long-term financing for multifamily housing in California, including projects that contain affordability restrictions. These entities purchase loans from lenders which frees up lending capital for those lenders to make more loans. This adds liquidity to the residential mortgage market. Lenders impose standardized underwriting and loan servicing requirements designed to ensure they can sell loans to Fannie Mae and Feddie Mac. One key term is to have adequate time to cure borrower defaults and preserve the value of the collateral securing the loan.

In order to meet these requirements, senior lenders must set terms for making their loans ensuring they are in compliance with Fanne Mae's guidelines and requirements. For this refinance transaction, the lender is requiring a minimum cure period of 90 days, to remedy a borrower default before subordinate lienholders or covenant holders may exercise enforcement remedies.

City Affordable Housing Agreement Enforcement Requirements

The City's Agreement Containing Covenants and Restrictions requires that property owners comply with the affordability restrictions placed on the 14 income-restricted units. Under these provisions, if the City identifies a violation of the restrictive covenants, the City may provide the property owner with a written notice and a 30-day period to cure the violation before the City may pursue enforcement actions.

This 30-day cure period is shorter than the standard cure period required under Fannie Mae and Freddie Mac loan programs, which generally require up to 90 days for a senior lender to cure borrower defaults.

Need for a Standstill Agreement

Because the City's Restrictive Covenants allow enforcement after a 30-day cure period, the covenant structure does not currently align with the 90-day cure period required under Fannie Mae DUS loan underwriting standards.

As a result, the senior lender has requested that the City enter into a Standstill Agreement as a condition of the refinancing. The purpose of the Standstill Agreement is to temporarily pause the City's enforcement rights under the Restrictive Covenants for an additional 60 days, thereby aligning the City's total enforcement timeline with the 90-day cure period required by the lender. It also authorizes the City Manager to approve an additional 90-day standstill period if so requested.

The Standstill Agreement would therefore:

- Maintain the City's existing 30-day notice to cure requirement under the Restrictive Covenants
- Provide the senior lender an additional 60 days to cure any borrower default
- Authorize the City Manager to approve an additional 90-day standstill period if requested for a maximum total of 180 days.

This accommodation allows the lender sufficient time to cure a default or take corrective action to preserve the property and maintain compliance with affordability requirements.

Importantly, the proposed Standstill Agreement does not subordinate the City's Restrictive Covenants to the senior lender and does not alter the City's affordability requirements. Instead, the agreement simply temporarily delays the City's enforcement remedies to allow the senior lender the opportunity to cure any default.

Limited Applicability of the Standstill Agreement

The proposed Standstill Agreement would apply only to the specific senior loan associated with the current refinancing of the Santana Terrace project.

The agreement would:

- Apply only to the refinancing loan being issued at this time
- Not apply to any prior loans secured by the property
- Not automatically apply to future refinancing transactions
- Not modify or weaken the City's 55-year affordability covenant

Any future refinancing that requires a similar agreement would require separate City review and approval.

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.

Alternative, the action being considered is exempt from the California Environmental Quality Act

("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

There is no cost to the City for processing the proposed standstill agreement other than administrative staff time and expense.

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

Approve and authorize the City Manager to execute the Standstill Agreement for the Santana Terrace Project on the terms presented in a final form approved by the City Attorney.

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

ATTACHMENTS

1. Santana Terrace Standstill Agreement

RECORDING REQUESTED BY:

Troutman Pepper Locke LLP
401 9th Street, N.W., Suite 1000
Washington, D.C. 20004
Attn: Lauren Koester

WHEN RECORDED RETURN TO:

Troutman Pepper Locke LLP
401 9th Street, N.W., Suite 1000
Washington, D.C. 20004
Attn: Lauren Koester

SPACE ABOVE LINE FOR
RECORDER'S USE

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT (this "**Agreement**") is made as of the ___ day of March, 2026, by and among (i) ALPHA Z SAN JOSE APT. 1, LLC, a Delaware limited liability company ("**Borrower**"), (ii) GRANDBRIDGE REAL ESTATE CAPITAL LLC, a North Carolina limited liability company (the "**Lender**"), and (iii) the CITY OF SANTA CLARA (the "**Agency**").

RECITALS:

A. Borrower is the owner of that certain real property located at 190 N Winchester Boulevard, Santa Clara, California 95050, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Borrower is refinancing a multifamily housing development on the Property; the Property and the improvements constructed on it are referred to in this Agreement as the "**Project**".

C. Reserved.

D. A predecessor-in-interest to Borrower and the Agency entered into that certain Agreement Containing Covenants and Restrictions dated as of December 14, 2021, which sets forth certain use and affordability restrictions affecting the Project (the "**Regulatory Agreement**"), which Regulatory Agreement was recorded among the land records of Santa Clara County, California (the "**Official Records**") on December 14, 2021, as instrument number 25194621.

E. The Lender is making a loan in the original principal amount of [$21,960,500].00 (the "**Loan**") to the Borrower under the Fannie Mae Delegated and Underwriting and Servicing loan program, in accordance with the requirements therein (the "**DUS Requirements**"), and will

sell the loan to Fannie Mae.

F. The Loan will be evidenced by a Multifamily Note which will be secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**").

G. The Regulatory Agreement will survive the payoff of the Loan.

H. Section 4 of the Regulatory Agreement, which addresses the remedies of the Agency, does not comply with the DUS Requirements.

I. As a condition to making the Loan, Lender requires that the Agency not exercise certain remedies under the Regulatory Agreement for a 90-day period following notice to the Lender. Lender will not make the Loan unless the Agency and Borrower agree to this Agreement.

J. Borrower, Lender, and the Agency hereby agree to the standstill provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Standstill/Cure Period. The Agency shall not exercise any remedies under Section 4 of the Regulatory Agreement until the expiration of a 90-day period (the "**Stand Still Period**") following Lender's receipt from the Agency of notice of a default under the Regulatory Agreement The Stand Still Period may be extended by no more than 90 additional days, if requested by Lender, in writing, and approved, in writing by the City Manager, in the City Manager's sole discretion. During the Stand Still Period, however, the Agency shall be entitled to pursue specific performance and/or injunctive relief against Borrower, and against the Lender if Lender forecloses on the Property, for those rights and remedies under the Regulatory Agreement relating to income, rent, affordability restrictions, lease provisions, monitoring and reporting. Lender shall have the right, but not the obligation, to cure a default under the Regulatory Agreement during the Stand Still Period.

3. Notice.

(a) *Process of Serving Notice*. All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified

delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) *Change of Address*.

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) *Receipt of Notices*.

Lender, the Agency, or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

4. Term. This Agreement shall be effective solely during the period in which the Loan is outstanding. Upon payment in full of the Loan or upon the termination or cancellation of the Loan, this Agreement and the provisions of this Agreement shall automatically terminate without any further action of any party hereto and any successor or assign thereof and this Agreement and the provisions of this Agreement be null and void and of no force or effect.

5. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and shall supersede and cancel any prior agreements with regard to this subject matter.

6. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Amendment. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

9. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

10. Legal Action. In the event any legal action is commenced by any party hereto concerning this Agreement or the rights and duties of any party hereto, whether such action be an action for damages, or for equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, in addition to all other relief as may be granted by the court, reasonable sums as and for attorneys' fees in an amount to be set by the court.

11. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

12. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

BORROWER:

ALPHA Z SAN JOSE APT. 1, LLC,
a Delaware limited liability company

By: _____
George Childs
Authorized Signatory

ACKNOWLEDGMENT

STATE OF Georgia

COUNTY OF Cobb

On this 26 day of February, 2026, before me personally appeared George Childs, the Authorized Signatory of ALPHA Z SAN JOSE APT. 1, LLC, a Delaware limited liability company, to me known and known by me to be the party executing the foregoing instrument on behalf of said *limited liability company*, and acknowledged said instrument and the execution thereof, to be his/her free act and deed in said capacity and the free act and deed of said *limited liability company*.

_____
Notary Public
Printed Name: Shelley Santucci

My commission expires: 3/22/27

SHELLEY SANTUCCI NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES March 22, 2027

LENDER:

GRANDBRIDGE REAL ESTATE CAPITAL LLC,
a North Carolina limited liability company

By: _____
Jenna Treible
Senior Vice President

Signed, sealed and delivered in the presence of:

Denise Arnold

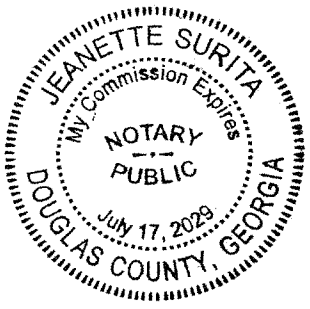
Print Name: Denise Arnold Unofficial Witness

_____, Notary Public
Douglas County, Georgia

[SEAL]

Date: 2/19/26

My commission expires: 7/17/29



AGENCY:

CITY OF SANTA CLARA

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me personally appeared _____, the _____ of _____, a _____ , to me known and known by me to be the party executing the foregoing instrument on behalf of said *corporation*, and acknowledged said instrument and the execution thereof, to be his/her free act and deed in said capacity and the free act and deed of said *corporation*.

_____
Notary Public
Printed Name: _____

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 21 OF PRUNE RIDGE TRACT, IN THE CITY OF SANTA CLARA, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 8, 1890 IN BOOK E OF MAPS, PAGE 51, SANTA CLARA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8 OF TRACT NO. 334 PRUNE RIDGE MANOR, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 12, 1946 IN BOOK 12 OF MAPS, AT PAGE 17, SAID CORNER IS LOCATED ON THE SOUTHERLY LINE OF SAID LOT 21, HEREINABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING NORTH 0° 04' 23" WEST ALONG THE EASTERLY LINE OF LOTS 8, 9 AND 10 OF SAID TRACT NO. 334, A DISTANCE OF 173.12 FEET; THENCE SOUTH 89° 53' EAST 468.80 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL B, AS SHOWN ON THE RECORD OF SURVEY MAP RECORDED SEPTEMBER 19, 1963 IN BOOK 166 OF MAPS AT PAGE 56, SANTA CLARA COUNTY RECORDS; THENCE SOUTH 0° 05' EAST ALONG THE MOST EASTERLY LINE OF PARCEL C AS SHOWN ON SAID RECORD OF SURVEY MAP AND THE WESTERLY LINE OF NORTH WINCHESTER BLVD., 100 FEET IN WIDTH AS SHOWN ON SAID RECORD OF SURVEY MAP, A DISTANCE OF 173.12 FEET TO THE NORTHERLY LINE OF TRACT NO. 1032 BASCOM GARDENS UNIT NO. 7 ACCORDING TO THE MAP RECORDED AUGUST 26, 1952 IN BOOK 40 OF MAPS, PAGE 17, SANTA CLARA COUNTY RECORDS; THENCE NORTH 89° 53' WEST ALONG THE NORTHERLY LINE OF SAID TRACT 1032, A DISTANCE OF 468.83 FEET TO THE POINT OF BEGINNING. DELINEATED ON THE RECORD OF SURVEY FILED DECEMBER 13, 1967 IN BOOK 231 OF MAPS, PAGE 38, SANTA CLARA COUNTY RECORDS.

APN: 303-16-073

26-199 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with Intertek USA, Inc., to Provide Non-Destructive Examination, Consulting, and Engineering Services for Silicon Valley Power, for a Total Not-to-Exceed Compensation of $1,050,000

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's electric utility, operates and maintains electric generation facilities and associated critical equipment that require specialized technical services to support safe, reliable, and efficient operation. This equipment includes pumps, piping systems, pressure vessels, turbines, generators, and condensers.

In January 2024, staff issued a formal competitive solicitation for non-destructive examination, consulting, and engineering services to support inspection and condition assessment of critical power generation equipment at SVP facilities. The solicitation sought qualified firms capable of performing specialized inspection and testing services, including visual inspections, ultrasonic testing, radiographic testing, dye penetrant and magnetic particle testing, hardness testing, and other diagnostic methods used to detect material degradation, cracking, corrosion, and structural defects. The scope also included engineering consulting services such as equipment condition assessments, piping and heat recovery steam generator (HRSG) inspections, flow-accelerated corrosion evaluations, and technical analysis to support maintenance planning and reliability of plant equipment. Following an evaluation process, staff selected Intertek USA, Inc. (Intertek) to provide these services at the Donald Von Raesfeld and Gianera power plants.

In October 2024, the City Manager executed an agreement with Intertek for a maximum compensation amount of $250,000, in accordance with Section 2.105.300(a) of the Santa Clara City Code, which authorizes the City Manager to execute agreements on behalf of the City in amounts up to and including $250,000. The agreement established an initial five-year term beginning October 1, 2024, and ending September 30, 2029, with one option to extend the term through September 30, 2030.

Under the agreement, Intertek provides specialized non-destructive examination services to evaluate the integrity of critical equipment. Nondestructive examination refers to a group of analysis techniques used to evaluate the properties of materials, components, or systems without causing damage. These services examine internal and external condition of equipment and components to detect anomalies, damage, and structural weaknesses. Intertek also provides engineering support and field assessment services to evaluate the condition and design of existing equipment in order to develop recommendations for the equipment maintenance plan.

The non-destructive examination and engineering support services provided by Intertek allow SVP to assess the condition of critical equipment and support ongoing maintenance planning for its power generation facilities.

DISCUSSION

The original agreement with Intertek was executed with a not-to-exceed amount of $250,000, which has funded services performed during approximately the first 18 months of the agreement term. SVP continues to require specialized non-destructive examination, consulting, and engineering services to support ongoing inspection, assessment, and maintenance of critical power generation equipment.

Accordingly, staff is requesting City Council approval for the City Manager to negotiate and execute amendments to the agreement to increase the maximum compensation by up to $800,000, for a revised total not-to-exceed amount of $1,050,000. Because this increase would raise the total compensation above the $250,000 authority delegated to the City Manager under Section 2.105.300 (a) of the Santa Clara City Code, City Council approval is required. A summary of the agreement's not-to-exceed maximum compensation is provided in Table 1 below.

Table 1 - Agreement Compensation Summary

Term Period	Amount
Previously Authorized Amount under City Manager Authority (covering services from October 1, 2024, to March 31, 2026)	$250,000
Additional Authorization Requested (covering services from April 1, 2026, through September 30, 2030, including the optional one-year extension if exercised)	$800,000
Total Not-to-Exceed Maximum Compensation	$1,050,000

The agreement is structured on a time and materials basis using fully burdened hourly rates for various labor classifications. In addition to labor charges, the agreement includes unit rates for laboratory services and specialized testing and inspection equipment. Rates established in the agreement are subject to reasonable annual increases after the initial fixed period of three years. Any rate increase must be approved by the City and substantiated by the contractor to the City's satisfaction.

Approval of the recommendations in this report would increase the agreement's maximum compensation to a revised not-to-exceed amount of $1,050,000, as necessary to support ongoing operational needs. The total not-to-exceed amount represents cumulative maximum compensation over the full term of the agreement, including the one-year extension if exercised. Annual expenditures may vary depending on service needs; however, total compensation will not exceed the authorized maximum compensation.

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations as the services involve maintenance and repair of existing facilities and mechanical equipment.

FISCAL IMPACT
The maximum compensation for the agreement with Intertek USA, Inc., will not exceed $1,050,000 over the contract term and a one-year optional extension through September 30, 2030. For current year costs, sufficient funds are available in the FY 2025/26 Operating Budget in the Electric Utility Operating Fund. Funds required for future years will be requested through the regular 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 action is exempt from CEQA pursuant to Section 15303 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; and
2. Authorize the City Manager or designee to (a) negotiate and execute amendments to the agreement with Intertek USA, Inc. (Agreement) for non-destructive examination, consulting, and engineering services for Silicon Valley Power to: (i) increase the maximum compensation to $1,050,000; (ii) add or delete services associated with the services; (iii) adjust rates in accordance with the Agreement's rate adjustment provisions; and (iv) make de minimis changes; and (b) take any actions as necessary to implement and administer the Agreement, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Reviewed by: Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Agreement for Services with Intertek USA, Inc.

EBIX Insurance No. S200005440

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND INTERTEK USA INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Intertek USA Inc., a Louisiana corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITAL

A. City desires to secure as-needed non-destructive examination, consulting and engineering services ("Services") more fully described in this Agreement, in 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 and goods 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 and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Exhibit

Exhibit E – Sample Work Authorization Form

Intertek USA, Inc. and City of Santa Clara Agreement.pdf 1

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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 shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2024 and terminate on September 30, 2029, ("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 one (1) additional year through September 30, 2030 ("Option Period") as determined by City. Such extension of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Period 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

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials 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 applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials 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 Services or materials, City may make corrections or replace Services or materials 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.

Intertek USA, Inc. and City of Santa Clara Agreement.pdf 2
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6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **Two Hundred and Fifty Thousand Dollars ($250,000),** 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 including any taxes. All Services performed or supplies, materials and equipment 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 outside the scope of the Services, 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 and for four (4) years from the date of final payment for Services or goods 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 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, 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: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Intertek USA Inc.
324 Martin Avenue
Santa Clara, CA 95050
and by e-mail at fatma.faham@intertek.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.

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. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title

8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

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:
Daniel Ballin
Daniel Ballin (Oct 24, 2024 14:46 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 10/29/24

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"

INTERTEK USA INC.
a Louisiana corporation

Dated: 10/22/2024
By (Signature): Rghosh
Name: Rana Ghosh
Title: General Manager
Principal Place of Business Address: 324 Martin Avenue, Santa Clara, CA 95050
Email Address: Rana.Ghosh@intertek.com
Telephone: (408) 745-7000

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services to perform the following Services for various equipment, including their related materials and components, used in power plants, in support of Silicon Valley Power, the Electric Utility of the City of Santa Clara ("City" or "SVP").

1.1.1 Non-destructive examination (NDE) services

1.1.2 Consulting services

1.1.3 Engineering services

1.2 The Services are to be performed on SVP equipment which are manufactured by companies including, but not limited to: GE, Siemens, Sulzer, ITT-Goulds, ATS-Express, Mitsubishi, KSB, WEG, Baldor, Copes-Vulcan, Fisher, Yarway, Lisega, Alstom, Superior, US Motors, Brush, and Roto-Jet. The equipment includes, but is not limited to:

1.2.1 Pumps

1.2.2 Boiler piping including pipe hangers

1.2.3 Non-boiler external piping

1.2.4 Non-process piping

1.2.5 Pressure vessels

1.2.6 Tanks

1.2.7 Turbines (e.g., gas fired, steam, and hydro)

1.2.8 Heat recovery steam generator

1.2.9 Generators

1.2.10 Condensers

1.2.11 High energy piping systems

1.3 Contractor shall perform the Services in accordance with the original equipment manufacturer (OEM) and industry standards, including but not limited to:

1.3.1 Electric Power Research Institute (EPRI)

1.3.2 National Board Inspection Code (NBIC)

1.3.3 American Society of Mechanical Engineers (ASME) Codes B31.1, B31.3, and B31.8

1.3.4 ASME Boiler and Pressure Vessel Code (BPVC)

1.3.5 American Petroleum Institute (API) Pressure Vessel Inspection Standards

1.3.6 Any deviations from these standards must be approved in writing by SVP.

1.4 Contractor will primarily perform the Services within the City of Santa Clara limits. The City may also require the Contractor to perform the Services at City facilities located in Glenn County.

1.5 To the extent not inconsistent with this Agreement, the City's SOQ # 23-24-20 (including subsequent updates) and Contractor's proposal response dated March 06, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and SOQ # 23-24-20 or Contractor's proposal), the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

2.1 **Non-Destructive Examination (NDE) Services** – Contractor shall perform a variety of non-destructive examination services to evaluate the integrity of equipment. Non-destructive testing services include but are not limited to:

2.1.1 Visual inspections (VI)

2.1.2 Ultrasonic testing (UT)

2.1.3 Dye-penetrant testing (PT)

2.1.4 Magnetic particle testing (MT)

2.1.5 Fluorescent magnetic particle testing (WMFT)

2.1.6 X-ray photography (RT)

2.1.7 Penstock inspections

2.1.8 Hardness testing, including test procedures and scales of measurement

2.2 **Consulting Services** – Contractor shall provide consulting services related to NDE and equipment assessment, repair, and testing, including but not limited to:

2.2.1 On-site hot and cold walkdowns and condition assessments of the following equipment:

2.2.1.1 Flow accelerated corrosion (FAC) piping system

2.2.1.2 High energy piping condition assessment (HEPCA) piping system

2.2.1.3 General piping

2.2.1.4 Heat recovery steam generator (HRSG)

2.2.1.5 Other equipment as specified by the City

2.2.2 Testing Services

2.2.2.1 Inspection of piping components, including pipe supports and restraints

2.2.2.2 Verification of the design functionality of mechanical systems and structural components and identification of anomalies, damages, and malfunctions

2.2.2.3 Provision of repair recommendations and scheduling to return any inoperative or damaged component to service

2.2.3 Analysis Services

2.2.3.1 FAC analysis

2.2.3.2 Corrosion analysis (e.g., general, stress corrosion cracking, dew point, under deposit, etc.)

2.2.3.3 Thermal shock analysis

2.2.3.4 Fatigue analysis (e.g., cyclic, thermomechanical)

2.2.3.5 Creep analysis

2.2.3.6 Microstructural analysis

2.2.3.7 Optical microscopy and fractography analysis

2.2.3.8 Scanning electron microscopy analysis

2.2.3.9 Energy dispersive X-ray spectroscopy analysis

2.2.3.10 Quantitative chemical analysis

2.2.3.11 Replication analysis

2.3 **Engineering Services** – Contractor shall provide engineering services related to the evaluation, review, and design of existing equipment, including but not limited to:

2.3.1 Engineering evaluation of NDE results, pipe stress analyses, and engineering evaluations of pipe hanger conditions and repairs

2.3.2 Analysis and review of NDE inspection results and reporting of inspection findings

2.3.3 Evaluation and design services for existing power plant equipment, including pipe hangers and support components

2.3.4 Steam piping system studies

2.4 Additional Services. The City may request additional related services, including but not limited to:

2.4.1 Emission engineering support services related to equipment fixes or modifications to improve emissions.

2.4.2 Preparation of a preventive maintenance plan that outlines recommended maintenance services for the required equipment for ten years. City will provide the detailed requirements of the preventative maintenance plan via a Work Request according to the process outlined in Section 8 of this Exhibit A.

2.4.3 3D laser scanning services

SECTION 3. SPECIFIC REQUIREMENTS

Contractor shall be responsible for providing the following, as required for the Services:

3.1 Supervision and administrative support

3.2 Program and project management services

3.3 Subcontractor management

3.4 On-site miscellaneous services (portable restroom facilities, rental equipment such as light standards, generators, fueling services, etc.)

SECTION 4. REPORTS

4.1 Service Reports

4.1.1 Within thirty (30) calendar days after the City's final acceptance of the Services associated with each Work Authorization (as defined in Section 8),

Intertek USA, Inc. and City of Santa Clara Agreement.pdf 13 10/22/2024 9:31:32 AM

Contractor shall submit a report to the City, which shall include the following information:

4.1.1.1 Type of service (i.e., NDE, engineering and consulting services)

4.1.1.2 Summary of existing conditions

4.1.1.3 Assessment, analysis, and testing results description of noted issues/deficiencies (including photos) and recommended corrective action

4.1.1.4 Description of the Services performed

4.1.1.5 Any additional information requested by the City

4.2 Status Reports

4.2.1 Contractor shall provide regular updates on the cost, schedule, and status of the Services performed during the term of the agreement.

4.2.2 Contractor shall provide the status updates as required by SVP, which may be daily, weekly, or monthly depending on the nature of the work activities associated with the Services.

4.3 Contractor shall provide all reports in electronic format and hard copy upon request by the City.

SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to ensure the site, equipment, and/or system is operational as soon as possible and as provided in the applicable Work Authorization, Purchase Order, Interim Work Order, or Emergency Work Order as defined in Section 8.

SECTION 6. HOURS AND DAYS OF SERVICE

Contractor will generally perform the required Services between 7:00 AM - 7:00 PM PST/PDT, Monday through Friday. City will, at its discretion, allow access during non-business hours when required.

SECTION 7. SCHEDULING AND PLANNING

7.1 Contractor shall coordinate with the City to schedule outages associated with the performance of the Services. When requested by City, Contractor shall be able to plan, staff, and execute scheduled Services with thirty (30) days advance notice

7.2 For critical equipment, Contractor may be required to work shifts longer than twelve (12) hours per day or alternative shifts including night shifts.

7.3 Emergency Services. Contractor shall provide 24-hour emergency services, seven (7) days per week, 365 days per year. Contractor shall provide an answering service contact phone number at which an individual can be reached at any time. Contractor shall respond via phone or email to an emergency request within 24 hours of the City's notification. Contractor and City shall mutually agree on scheduling the required emergency service.

SECTION 8. WORK AUTHORIZATION PROCESS

8.1 Specific Services will be assigned as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

8.2 Non-Emergency Work

8.2.1 When Services are required, City will notify the contractor to provide a proposal for Services. City will provide a description of the Services required, the deadline for response, and any other relevant information (Work Request).

8.2.2 Proposal. Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:

8.2.2.1 A work plan that includes a detailed description by task of the services to be performed.

8.2.2.2 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.

8.2.2.3 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

8.2.2.4 Any required drawings or documents.

8.2.2.5 A list of City responsibilities.

8.2.2.6 A final acceptance criteria.

8.2.2.7 An itemized cost proposal showing:

8.2.2.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

8.2.2.7.2 Parts/materials.

8.2.2.7.3 Rental and/or specialty equipment.

8.2.2.7.4 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

8.2.2.7.5 Any additional costs including, but not limited to freight, permits, and fees.

8.2.2.7.6 Breakdown of materials and labor sufficient to calculate all required taxes.

8.2.2.7.7 Estimated total cost including any required taxes.

8.2.2.8 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

8.2.2.9 Costs for any additional equipment, parts, or services required for completion of the Services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no additional cost to the City.

8.2.2.10 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.

8.2.2.11 Provided that Contractor's original Proposal includes all items listed in Section 8.2.2, the City and Contractor may negotiate whether the cost for the Work Authorization will be fixed price (lump sum) or based on specific rates of compensation (e.g., time and materials) for completion of the services.

8.2.2.12 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final cost proposal. Contractor's final cost proposal shall be in conformance with Exhibit B and:

8.2.2.12.1 Include clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

8.2.2.12.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

8.2.2.12.3 Payment milestones shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

8.2.2.13 Contractor must submit a revised Proposal to the City based upon such negotiations.

8.2.3 Work Authorization:

8.2.3.1 If the completion of the services in the Proposal will not result in total costs exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize the services as set forth in this Section.

8.2.3.2 For Proposals with a total cost exceeding $50,000, Work Authorizations shall be issued in substantially the same format as Exhibit E ("Work Authorization"). Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, the system acceptance criteria, warranty provisions, and the compensation for the additional services.

8.2.3.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization.

8.2.3.4 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization except in those situations set forth in Section 8.2.3.5 below.

8.2.3.5 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Work Authorization.

8.2.3.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

8.2.4 Changes to Work Authorization:

8.2.4.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or

specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order.

8.2.4.2 If Contractor requires changes to a fixed price Work Authorization, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

8.2.4.3 In the event that unanticipated site conditions or other issues result in costs that exceed the total of the Purchase Order or changes to line items in a Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services. The City will issue a new or amended Work Authorization (if required pursuant to Section 8.2.3.2) or Purchase Order (as applicable) to authorize such additional services.

8.2.4.4 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Such authorization shall be defined as an Interim Work Order. Contractor shall provide an updated Proposal within two (2) business days so that such changes can be documented in a Work Authorization and/or Purchase Order.

8.3 Emergency Work Orders

8.3.1 An Emergency Work Order should be used only in instances of a threat to public health or safety, loss of or damage to property, or serious disruption to essential services. An emergency is defined as an unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action.

8.3.2 Emergency Work Orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Such verbal authorizations will be confirmed by the City in writing within three (3) business days, followed by a Purchase Order or, where applicable, a Work Authorization and Purchase Order.

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8.3.3 When emergency services are required, Contractor shall send a Proposal to the City for the required services as soon as possible, but no later than three (3) business days after starting services. The Proposal shall be detailed in accordance with Section 8.2 and shall also include all services required including those services already completed or initiated. City will issue a Work Authorization (if required pursuant to Section 8.2.3) and Purchase Order as soon as reasonably practicable.

8.4 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Work Authorization, Interim Work Order, or Emergency Work Order - even if the Proposal, Work Authorization, Interim Work Order, or Emergency Work Order expressly states that it is intended to control. Any conflicting terms and conditions in a Work Authorization are invalid and unenforceable. The order of precedence is the following as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

8.5 Each Work Authorization, Purchase Order, Interim Work Order, and Emergency Work Order including those authorizations issued pursuant to Section 8.3 and 8.2.4.4 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the services contained therein shall be included within the Services.

8.6 If Contractor begins Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

8.7 The City (through the individuals listed in Section 8.2.3.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization, Purchase Order, Interim Work Order or an Emergency Work Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

8.8 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

8.9 Except in the case of emergency which shall conform to the conditions of Section 8.3 or where the circumstances in Section 8.2.4.4 apply, Contractor shall not initiate services and the City will not compensate Contractor until the City has (1) executed the Work Authorization for such services, when applicable, (2) issued a Purchase Order, and (3) directed Contractor to perform services.

SECTION 9. APPLICABLE LAWS AND REGULATIONS

9.1 Contractor shall comply with all applicable present and future federal, state, and local regulations, ordinances and codes including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and the Division of Occupational Safety and Health (Cal/OSHA).

9.2 Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

SECTION 10. WORKMANSHIP

10.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

10.2 All parts and/or components replaced or newly installed in the system shall be factory new and free of defects in title, materials and workmanship at the time of their delivery and installation. However, if approved by the City, Contractor may use rebuilt parts or new parts from another manufacturer if approved by the original manufacturer and/or City for use in the specific piece of equipment of the system.

10.3 Poor or inferior workmanship, as determined at the sole discretion of the City, shall be removed and replaced to conform to the quality standards of the industry, or otherwise corrected to the satisfaction of the City, at Contractor's sole expense.

10.4 City reserves the right to inspect any Services performed by Contractor and its subcontractors. If upon inspection, the City determines that there is any unsatisfactory or defective Services, the Contractor must correct the Services at no additional cost to the City.

SECTION 11. PERMITS AND LICENSES

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 12. WARRANTY

12.1 **Services**. For each Work Authorization, Purchase Order, Interim Work Order, and Emergency Work Order, all Services shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services as set forth in each Work

Authorization, Purchase Order, Interim Work Order, or Emergency Work Order. Warranty-related work shall be at no additional cost to the City.

12.2 **Parts**. All parts provided by Contractor shall include a warranty of no less than the greater of either twelve (12) months or the OEM warranty period. In the event the OEM warranty is less than twelve (12) months, Contractor shall extend the OEM warranty to a minimum of twelve (12) months. All parts fabricated by Contractor shall include a warranty of twelve (12) months. Contractor shall provide the City with a copy of the any manufacturer's warranty or extended manufacturer's warranty.

12.3 Contractor shall be responsible for performing all warranty work within a reasonable time. In emergencies where damage may result from delay or where the loss of service may result, the City may choose to perform the work covered in the warranty. The cost associated with the City completing the warranty work shall be charged to Contractor.

SECTION 13. CITY FURNISHED MATERIALS

Contractor shall credit the City for any City-furnished materials that are used, lost, stolen, damaged or rendered unusable by actions of Contractor.

SECTION 14. WORK AREA

14.1 Contractor shall ensure that the work site is free from all surplus materials, waste materials, debris, spills, dirt and rubbish caused by Contractor's performance of services. Upon completion of the scheduled services or at the end of each day, whichever comes first, Contractor shall ensure the work area is in a clean safe condition. The City shall be the sole judge as to the adequacy of the cleanup.

14.2 Contractor shall follow all directions of City with regard to clean-up both during the course of, and upon completion of Services. If Contractor fails to clean up the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other services required to adequately protect the City's electrical or other facilities or to restore work area to a safe condition. City may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.

14.3 Contractor shall make all reasonable efforts to minimize obstructions and inconvenience to City's operations and others who may be impacted by Contractor's Services.

SECTION 15. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS

15.1 All equipment, tools (including any specialty tooling), and materials required for the execution of the Services shall be provided by Contractor. City will not loan tools

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or equipment to Contractor. Neither the Contractor nor its workers shall attempt to borrow tools or other materials from City personnel.

15.2 Tools and equipment shall be kept in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

15.3 Tools and equipment shall be safely stored overnight under lock and key. Loss of any tools or equipment shall be reported immediately to City.

15.4 All vehicles, equipment, and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use.

15.5 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 16. DISPOSAL OF WASTE & SCRAPS

16.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Contractor is solely responsible for arranging and implementing the proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

16.2 Contractor shall provide the City with a written report of all disposal of materials within twenty-four (24) hours of disposal unless a shorter timeline is required by local, state, and/or federal regulations.

16.3 Contractor shall recycle all material scraps, and credit the value to the City.

SECTION 17. SAFETY

17.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.

17.2 Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall submit a copy of their IIPP at City's request and Contractor shall make it available on-site.

17.3 Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

17.4 Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE).

17.5 Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

17.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

17.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable Safety rules and regulations, perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, provide direction in regards to safety rules and regulations to Contractor Project Manager / On-Site Supervisor (as defined in Section 19) and Contractor employees.

SECTION 18. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 19. CONTRACTOR PERSONNEL

19.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with SVP staff.

19.2 Staffing

19.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

19.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

19.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

19.3 Employee Training

19.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

19.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

19.3.3 Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

19.3.4 Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

19.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

19.4 Standards of Conduct

19.4.1 Contractor shall be solely responsible for its employees while on or about the work site, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do <u>not</u>:

19.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

19.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

19.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

19.4.1.4 Possess any firearms, narcotics, drugs, intoxicants, or other restricted materials while on the premises.

19.4.2 In the event that a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

19.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 20. E-BUILDER

20.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the Term of this Agreement.

20.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

20.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

20.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

20.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

20.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

20.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via

automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

20.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

20.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

20.9.1 Correspondence

20.9.2 Meeting minutes

20.9.3 Product data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.

20.9.4 Requests for Information (RFI's)

20.9.5 Submittals and shop drawings

20.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications.

20.9.7 Pay applications

20.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email.

20.9.9 Pre-Task Plans (PTPs)

20.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports

20.9.11 All official reports, such as commissioning reports

20.9.12 Notices and claims

20.9.13 Operations and maintenance manuals

20.9.14 All close-out documents, and

20.9.15 All testing results

20.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

20.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

SECTION 21. TRANSPORTATION, SHIPPING, AND FREIGHT

21.1 Contractor shall be responsible for shipment and delivery of all required products, materials, and equipment to City. Contractor will pay all freight charges which may be reimbursed subject to the terms of Section 8 of Exhibit A and Section 2.4 of Exhibit B.

21.2 Contractor will pack and ship all products, materials, and equipment in accordance with good commercial practices.

21.3 Contractor shall ensure that products, materials, and equipment are insured against "all risks" from the time the products, materials, and equipment are placed in the possession of the carrier for shipment to/from the City until received by the City.

21.4 Contractor shall notify the City at least sixty (60) minutes prior to the arrival of any deliveries to the City. City will provide the Contractor with a contact name, phone number, and shipping location.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 (Compensation and Payment) of this Agreement.

1.2 The City does not guarantee any minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (Rates) attached and incorporated by reference

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first three (3) years of the Agreement.

2.3 Rate Increase. After the first three (3) years of the Agreement, rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 8 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 8 of Exhibit A, and (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred. Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup

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	Reimbursable Expense Schedule	Mark Up
3.	Charges for outside parts and services (including subcontractor fees, parts, equipment, rental equipment, materials, field equipment shipping, laboratory samples, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Contractor may invoice allowable mileage at the prevailing IRS rate per mile. (Rental cars are reimbursed at actual cost only. No mileage is applicable to rental cars.)	No Markup
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized by the City to be paid on a time and material basis, Contractor shall submit an invoice to the City on a monthly basis for Services completed in the preceding month, pursuant to the rates listed in Table B1 (Labor Rates) and Table B2 (Service and Equipment Rates) of Appendix B1, and in accordance with the Work Authorization. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Table B1 and Table B2 of Appendix B1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Fixed Price. For Services authorized by the City to be paid on a fixed price basis, Contractor shall submit an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Purchase Order. Invoices must include the following information:

3.2.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.3 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.4 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.6 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATES

SECTION 1. RATES

Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 8 of Exhibit A. The rates applicable for the Services are listed below in Table B1 and Table B2.

In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

TABLE B1 – LABOR RATES

Labor Classifications	Straight Time (ST) Hourly Rate	Overtime (OT) Hourly Rate	Double Time (DT) Hourly Rate
Engineering Director	$250.00	Not Applicable	Not Applicable
Technical Director	$240.00	Not Applicable	Not Applicable
Metallurgical Director	$240.00	Not Applicable	Not Applicable
Project Director	$240.00	Not Applicable	Not Applicable
Principal Engineer	$220.00	$330.00	$440.00
Principal Project Manager	$215.00	$322.50	$430.00
Principal Specialist	$215.00	$322.50	$430.00
Principal Metallurgist	$215.00	$322.50	$430.00
Senior Engineer	$200.00	$300.00	$400.00
Senior Project Manager	$200.00	$300.00	$400.00
Senior Specialist	$200.00	$300.00	$400.00
Senior Metallurgist	$200.00	$300.00	$400.00
Engineer III	$200.00	$300.00	$400.00
Project Manager III	$180.00	$270.00	$360.00
Specialist III	$200.00	$300.00	$400.00
Metallurgist III	$175.00	$262.50	$350.00
RBI Specialist III	$200.00	$300.00	$400.00
Engineer I	$200.00	$300.00	$400.00
Project Manager I	$175.00	$262.50	$350.00
Specialist I	$160.00	$240.00	$320.00
Metallurgist I	$160.00	$240.00	$320.00
RBI Specialist I	$175.00	$262.50	$350.00
Engineer/Field Engineer	$175.00	$262.50	$350.00
Field Manager	$150.00	$225.00	$300.00

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Labor Classifications	Straight Time (ST) Hourly Rate	Overtime (OT) Hourly Rate	Double Time (DT) Hourly Rate
Field Specialist	$125.00	$187.50	$250.00
NDE Level III	$125.00	$187.50	$250.00
Information Analyst	$100.00	$150.00	$200.00
Data Analyst	$125.00	$187.50	$250.00
Inspector/Field Technician/NDE Specialist/NDE Level II	$100.00	$150.00	$200.00
Laboratory Technician	$100.00	$150.00	$200.00
NDE Technician	$75.00	$112.50	$150.00
Inspector/Field/Laboratory Technician	$75.00	$112.50	$150.00

TABLE B2 –SERVICE AND EQUIPMENT RATES

Services	Rate
Laboratory Service Use	$25.00/hour
Field Replica Kit	$100.00/day
Replica Laboratory Analysis and Report Each replica covers base metal, heat affected zone, and weld material	$350.00/3-spot replica
Magnetic Testing (MT) Kit	$50.00/day
Steam Tube Sample Analysis – Includes visual examination, tube dimensions, material verification, hardness testing, metallographic examination, and remaining creep life estimate.	$2,800.00/tube (2-4 week turnaround time) $3,750.00 tube (1 week turnaround time)
Waterwall Tube Analysis – Includes visual examination, tube dimensions, characterization of waterside deposits, and metallographic examination.	$2,800.00/tube (2-4 week turnaround time) $3,750.00/tube (1 week turnaround time)

Services	Rate
Pulsed Eddy Current (PEC) Services. The PEC Services include a two-person crew on-site for eight hours, covering labor, field reporting, travel-related expenses, and equipment. All off-site PEC data reduction and daily reporting are included in the daily rate.	$5,800.00/day
PEC OT and DT Rates: For each additional hour on-site beyond the initial eight hours for a two-person crew, the rate includes labor, field reporting, travel-related expenses, equipment, and off-site PEC data reduction and reporting.	$500.00/hour
PEC Final Report	$550.00/ per report/day
Tube Alert Remaining Useful Life Calculation and Report	$5.00/point Minimum 200 points
Finite Element Method (FEM) Analysis Software – Use for a Level III Fitness evaluation	$500.00/hour
Piping Analysis Software (CAEPIPE) – Use for stress analysis of high energy piping to determine high-risk locations and prioritize NDE locations or design changes.	$200.00/day
Aware Data Loading Data Management Software – Use for data management platform for maintenance data	$165.00/day
Monthly Laboratory Sample Storage – City shall collect or discard the sample within 30 days. Contractor may charge a storage fee if the sample is not collected or discarded within 30 days after the issuance of the final analysis report	$20.00/sq.ft./monthly
Equipment	**Rate**
Positive Material Identification (PMI) Gun	$750.00/day
Scanning Electron Microscope	$125.00/hour
Ultrasonic Testing (UT) Phased Array	$750.00/day
Tube Alert	$150.00/day
Equipment Rental - Equipment not listed in Table B2 shall be at the price authorized in the Work Authorization. Equipment shall be at Contractor's actual cost plus a 10% markup. Where a markup is applied, Contractor shall provide receipts or invoices pursuant to Section 2.4 of Exhibit B.	

SECTION 2. STANDBY TIME AND DELAY OF SERVICES

2.1 Standby Time

2.1.1 Standby time occurs when Contractor's personnel are on-site but unable to proceed with the services due to delays caused by the City.

2.1.2 During standby time, Contractor must remain ready and available to resume services unless the City cancels the service. Contractor may invoice for a minimum of four (4) hours and a maximum of eight (8) hours per day at the applicable ST rate. If standby time exceeds eight (8) hours and the City requests, in writing, that Contractor remain on-site beyond this time, overtime or double time rates may apply as appropriate.

2.2 Delay of Services

2.2.1 If the City delays a scheduled service, City must notify Contractor in writing at least seven (7) calendar days in advance to avoid being charged a delay fee. The delay fee will include costs associated with changes to travel plans and the time spent, with a maximum of eight (8) hours at the applicable ST rate(s) for the scheduled labor classifications, as approved in writing by the City.

2.2.2 If Contractor is already in transit or on-site when the delay occurs, City will pay according to the Standby Time process described in Section 2.1 of this Exhibit.

2.2.3 If Contractor causes the delay, City will not be responsible for any delay fees.

2.3 Travel and Rental Costs

2.3.1 Contractor may bill the City for travel expenses related to Standby Time or Delay of Services, provided those expenses are approved in advance pursuant to Section 2.4 of Exhibit B or by an authorized Work Authorization pursuant to Section 8 of Exhibit A.

2.3.2 For any rental equipment, Contractor may invoice according to the rates listed in Table B2 (Service and Equipment Rates).

2.4 Cost Adjustments

2.4.1 For any cost adjustments related to or Delay of Services, Contractor must adhere to the procedures outlined in Section 8.2.4 of Exhibit A.

SECTION 3. DEFINITIONS

The following definitions apply to the rates listed in Table B1:

3.1 **"Straight Time"** means the first eight (8) hours worked per day Monday through Friday, excluding U.S. Federal Holidays.

3.2 **"Overtime"** means the:

3.2.1 hours worked in excess of eight (8) hours, from Monday through Friday; or

3.2.2 first eight (8) hours worked on Saturdays.

3.3 **"Double Time"** means the:

3.3.1 hours worked in excess of twelve (12) hours, from Monday through Friday; or

3.3.2 hours worked in excess of eight (8) hours on Saturdays; or

3.3.3 hours worked during U.S. Federal Holidays; or

3.3.4 hours worked on Sundays.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as

broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

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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, Silicon Valley Power
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.

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EXHIBIT D
LABOR COMPLIANCE EXHIBIT

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. 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

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documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Intertek USA Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 8 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer
damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

26-15110 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with KONE, Inc. for Citywide Elevator Maintenance and Repair Services to Increase the Total Not-to-Exceed Maximum Compensation to $1,148,452, Inclusive of All Option Years

BACKGROUND

The Department of Public Works (DPW) Facility Services Division oversees elevator maintenance and repair services at multiple City locations, including the Tasman Garage, Santa Clara Senior Center, Santa Clara Police Department, Santa Clara Convention Center Garage, and City Hall. These elevators are critical to continuing operations at these locations. The City uses a contractor to perform preventative maintenance, required testing, and as-needed repairs to ensure safe and reliable operation.

In February 2021, the City Council authorized the City Manager to execute an agreement with KONE, Inc. (KONE) for citywide elevator maintenance and repair services following a competitive Request for Proposals process (RTC 21-1069, Attachment 1). The agreement includes an initial five-year term beginning March 1, 2021 and ending February 28, 2026, with up to five additional one-year options to extend the agreement through February 28, 2031 (Attachment 2). The maximum compensation authorized for the initial five-year term was $413,161, plus an $82,000 contingency, for a total of $495,161.

Subsequent amendments to the agreement added additional City facilities to the scope of services. Amendment No. 1 added Central Park Library (Attachment 3), and Amendment No. 2 added Mission Library (Attachment 4). Both amendments were executed within the City Council authorized maximum compensation.

DISCUSSION

Since contract execution in 2021, KONE has provided preventative maintenance, required annual testing, and as-needed repair services in accordance with the agreement. Maintaining continuity of these services is essential to minimize elevator downtime, address repair needs promptly, and ensure continued safe operations at City facilities.

To continue these services beyond February 28, 2026, staff requests authorization to increase the agreement's not-to-exceed amount from $495,161 (initial five-year term) to $1,148,452 (an increase of $653,291) to cover the five one-year option periods and associated contingency. Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Description	Amount
Initial Five-Year Term (3/1/21 - 2/28/26)	$495,161
Option Year 1 (3/1/26 - 2/28/27)	$107,000
Option Year 2 (3/1/27 - 2/29/28)	$110,210
Option Year 3 (3/1/28 - 2/28/29)	$113,517
Option Year 4 (3/1/29 - 2/28/30)	$116,922
Option Year 5 (3/1/30 - 2/28/31)	$120,430
Total Option Period (5 Years)	$568,079
Contingency (15%)	$85,212
Total Not-to-Exceed Maximum Compensation	$1,148,452

Option Years 2 through 5 assume an annual price increase of 3%. KONE may request adjustments to the rates; however, KONE 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 service requirements and potential rate increases exceeding the assumed amount. Staff will manage expenditures throughout the term of the agreement based on operational needs, provided the overall maximum compensation is not exceeded.

Upon approval, staff will amend the contract to include the additional compensation for the option years and will provide notice of the City's intent to exercise the option to KONE, as applicable.

KONE, Inc. will be required to pay prevailing wages under the terms of the agreement.

ENVIRONMENTAL REVIEW

The action being considered is exempt for the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination

FISCAL IMPACT

The total not-to-exceed maximum compensation amount the City Council approved on February 23, 2021, was $495,161. The proposed Amendment No. 3 increases the total not-to-exceed maximum compensation amount to $1,148,452. Funding for this amendment is covered by the maintenance budgets for various buildings. Sufficient budget is available to fund anticipated Citywide Elevator Maintenance Services in FY 2025/26 and 2026/27. Costs beyond FY 2026/27 are subject to the appropriation of funds by the City 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. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute amendments to the agreement with KONE, Inc. for citywide elevator maintenance and repair services, to increase the maximum compensation up to $1,148,452, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with KONE, Inc., including exercising up to five one-year options in accordance with the agreement through February 28, 2031, and to negotiate and execute future amendment(s) to (a) add or delete City facilities and/or related 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. RTC 21-1069
2. Original Agreement with KONE, Inc.
3. Amendment No. 1
4. Amendment No. 2

21-1069 Agenda Date: 2/23/2021

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with KONE, Inc. for Citywide Elevator Maintenance and Repair Services

COUNCIL PILLAR
Deliver and enhance high quality efficient services and infrastructure.

BACKGROUND
The Department of Public Works' Facilities Division oversees maintenance and repair services for elevators at various City locations such as the Tasman Garage, Santa Clara Senior Center, Santa Clara Police Department, Santa Clara Convention Center Garage, and City Hall. The elevators are critical to continuing operations in these City buildings and require periodic inspection and maintenance throughout the year. The City uses a contractor for preventative maintenance services, annual testing services, and as-needed repair services to ensure they continue to function properly.

DISCUSSION
In 2020, staff issued an RFP for Citywide Elevator Repair and Maintenance Services on the City's e-procurement system, BidSync. The City received two proposals in response to the RFP from KONE, Inc. and ThyssenKrupp Elevator. Proposals were evaluated by a four-member evaluation team with representation from the Library, Parks & Recreation, Police, and Public Works departments. Each proposal was evaluated based on experience, technical expertise and cost. A Best and Final Offer (BAFO) was issued to both companies to clarify and memorialize any remaining issues, and to obtain final pricing.

Staff recommends awarding an agreement to KONE, Inc. as the best value proposal demonstrating extensive experience, technical expertise and superior service level offerings. The initial term of the proposed agreement is five years and the City may exercise options to extend the agreement after the initial term at its sole discretion. A pricing summary for the initial term of the agreement is provided as Attachment 1. Kone will be required to pay prevailing wages under this Agreement.

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
Maximum compensation of the agreement is $495,161, which includes preventative maintenance, as-needed repairs, and contingency. These costs are covered by the maintenance budgets for various buildings.

COORDINATION
This report has been coordinated with the Finance Department and the City Attorney's Office.

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

RECOMMENDATION
1. Authorize the City Manager to execute an agreement with KONE, Inc. for citywide elevator maintenance and repair services, for a total amount not-to-exceed $413,161, subject to the appropriation of funds;
2. Authorize the City Manager to issue change orders and amendments not-to-exceed $82,000 for minor changes to the scope of services or to cover unanticipated repair services, price adjustments, and potentially adding additional elevator locations, subject to the appropriation of funds; and
3. Authorize the City Manager to execute one-year options to extend the term of the agreement, not to exceed five years, at the City's sole discretion, after the initial term and subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS
1. Pricing Summary
2. Agreement with KONE, Inc.

EBIX Insurance No. S200003507

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KONE, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and KONE, 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 A1, 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 A1 – Scope of Services

A2 – Schedule of Performance

A3 – Major Parts Covered Under Advance Maintenance Plan

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 1, 2021 and terminate on February 28, 2026.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of the Agreement for up to five (5) additional one-year terms through February 28, 2031 ("Option Periods"), subject to the appropriation of funds. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A1 and A2 within the time stated in Exhibit A1 and A2. 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 for scheduled services shall not exceed One Hundred Sixty-Three Thousand One Hundred Sixty-One Dollars ($163,161), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars ($250,000), for a total not to exceed maximum compensation of **Four Hundred Thirteen Thousand One Hundred Sixty-One Dollars ($413,161)** during the Initial Term, 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 Thirty (30) days' prior 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 to the extent caused by the negligence of Contractor. 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: Ken Winland
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kwinland@santaclaraca.gov

And to Contractor addressed as follows:

KONE Inc.
Attention: General Manager
15021 Wicks Blvd
San Leandro, CA 94577
and by e-mail Koneservice@KONE.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.

26. FORCE MAJEURE

Contractor shall not be liable for any loss, damage, claim, or delay due to any cause beyond Contractor's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire,

explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine , border or port of entry and exit restrictions or acts of God. In the event of such delays, Contractor shall be entitled to an extension in time equal to the length of such delay affecting Contractor.

27. ASBESTOS

Notwithstanding anything contained to the contrary within this Agreement, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the City's sole responsibility and expense.

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:

Digitally signed by Caio Arellano
Date: 2021.03.03 11:10:03 -08'00'

Dated: 3/4/2021

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KONE, INC.
a California corporation

Dated: 2-3-2021

By (Signature):

Name: Jeff Blum

Title: Senior Vice President

Principal Place of Business Address: One KONE Ct
Moline, IL 61265

Email Address: jeffrey.blum@kone.com

Telephone: (877) 276-8691

Fax: N/A

KONE Opp 9972672
"CONTRACTOR"

Exhibit A1
Scope of Services

The following Scope of Services defines the services and responsibilities of Contractor and City to perform Citywide Elevator Repair and Maintenance Services.

The Scope of Services, including Exhibits A1 to A2, Contractor's proposal response, and Contractor's Best and Final Offer (BAFO) response provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1 GENERAL REQUIREMENTS

1.1 Contractor shall provide all labor, materials, and equipment required to perform citywide elevator maintenance and repair services.

1.2 The Contractor shall be responsible for performing the maintenance and repair services required to keep all equipment in the condition prescribed by the original equipment manufacturer (OEM) recommended guidelines, including but not limited to all items, finishes, components, systems, subsystems, erected hoist way construction, and machinery enclosures.

1.3 Contractor shall provide trained and experienced mechanics who are knowledgeable and capable of diagnosing and repairing problems with the various elevators utilized by the City.

1.4 The Contractor shall maintain all equipment in accordance with latest codes and requirements of the following regulatory agencies, associations and policies.

1.4.1 ADA: Americans with Disabilities Act;

1.4.2 ASME: American Society of Mechanical Engineers - A17.1; Safety Code for Elevators;

1.4.3 CBC: Title 24; California Building Codes;

1.4.4 CCR: Titles 8; California Code of Regulations;

1.4.5 NEC: National Electric Code. NFPA-72;

1.4.6 IBC: International Building Code and

1.4.7 All applicable and governing codes, ordinances, and laws.

1.5 Should the Contractor find where the City is not in compliance with the codes, regulatory agencies, associations, and polices specified in Section 1.4 it is the responsibility of the Contractor to notify the City of the necessary repairs/upgrades required. In addition, Contractor shall provide a quote to the City for those repairs/upgrades.

1.6 Contractor shall be responsible for maintaining updated maintenance manuals, maintenance of testing equipment and tools, and cleaning of equipment and its area at no additional charge.

1.7 The City at its discretion reserves the right to add or remove elevators from this statement of requirements.

1.8 City shall notify Contractor if a site is not in use and Contractor will agree to temporarily reduce the monthly billing and scope of services for that site. Upon notification Contractor will provide documentation of the change request and City will confirm via email when to begin the reduction of rate and services. It is the City's responsibility to notify Contractor when the site becomes operational again.

2 BASE PREVENTATIVE MAINTENANCE SERVICES

2.1 General Description of Base Services

The Contractor shall provide all supervision, labor, materials, tools, parts, supplies, lubricants and equipment necessary to perform all of the base services described below in the elevators listed in Exhibit A2, Schedule of Performance. Base Services include, but are not limited to:

2.1.1 Preventative maintenance services on all City elevators;

2.1.2 State elevator tests and inspections, including annual State testing and five-year load testing; and

2.1.3 Documentation of equipment activity and services performed on all Citywide elevators identified herein.

2.2 Preventative Maintenance Services

2.2.1 Contractor shall examine, maintain, adjust and lubricate the elevator components listed below.

2.2.1.1 Relay Logic Control System: All control system components.

2.2.1.2 Microprocessor Control System: All control system components. Additionally, Contractor shall conduct system performance examination to ensure that dispatching and motion control systems are operating properly.

2.2.1.3 Power Unit: Pump, motor, valves and all related part and accessories.

2.2.1.4 Hydraulic System Accessories: Exposed piping; fittings accessories between the pumping unit and jack; jack packing; hydraulic fluid; and any heating or cooling elements installed by the OEM for controlling fluid temperature.

2.2.1.5 Car Equipment: All elevator system components on the car.

2.2.1.6 Wiring: All elevator control wiring and all power wiring from the elevator input terminals to the motor.

2.2.1.7 Hoistway and Pit Equipment: All elevator control equipment

and buffers.

2.2.1.8 Rails and Guides: Guide rails, guide shoe gibs, and rollers.

2.2.1.9 Door Equipment: Automatic door operators; hoistway and car door hangers; hoistway and car door contacts; door protective

devices; hoistway door interlocks; door gibs; and auxiliary door closing devices.

2.2.1.10 Manual Freight Door Equipment: Switches; retiring cams; interlocks; guide shoes; sheaves; rollers; chains; sprockets; tensioning devices; and counter-balancing equipment.

2.2.1.11 Power Freight Door Equipment: Controller; relays; contactors; rectifiers; timers; resistors; solid state components; door motors; retiring cams; interlocks; switches; guide shoes; sheaves; rollers; chains; sprockets; and tensioning devices.

2.2.1.12 Signals and Accessories: Car operating panels, hall push button stations; hall lanterns; emergency lighting; car and hall position indicators; car operating panels; fireman's service equipment and all other signals.

2.2.2 Contractor shall perform annual clean down of the units, drip pans, pits, hoist ways, pallets, hydraulic pumps and components, and all interior parts as required.

2.2.3 Contractor shall perform a five-year, full load, full speed test of buffers, governors and safeties on each unit.

2.2.4 Contractor shall perform a five-year pressure test on each of the City's hydraulic elevators.

2.2.5 Contractor shall perform annual smoke and recall tests on each unit by coordinating with the City's Facilities Services team in advance so the City's fire alarm contractor can be scheduled.

2.3 State Tests and Inspections

2.3.1 On at least an annual basis, Contractor shall respond to the State Preliminary Inspections and conduct inspections and testing of each City elevator in order to verify the proper operation of all safety features, including Fire Department recall service and other special controls.

2.3.2 The inspections and testing shall include, but not be limited to:

2.3.2.1 Examining all safety devices and governors;

2.3.2.2 Electrically testing the car balance; and

2.3.2.3 Testing elevator speed.

2.3.3 Contractor shall perform all tests per industry standards and best practices. The Contractor shall document results of all tests and provide documented results to the City and State inspectors.

2.3.4 State inspection fees shall be paid by the City. If a re-inspection is required due to a failure to eliminate deficiencies covered under the maintenance services, the re-inspection fee will be paid by the

Contractor. Deficiencies that were not promptly corrected shall be corrected at the Contractor's expense.

2.4 Frequency of Services

2.4.1 Contractor shall provide the required maintenance and repair services for all elevators listed in Exhibit A2 in accordance with the designated frequencies.

2.4.2 Contractor shall perform the required maintenance and repair services during regular business hours (8:00 AM - 5:00 PM, Monday through Friday) at each location listed in Exhibit A2.

2.4.3 If the City requires services outside of regular business hours, Contractor shall provide to the City a quote for the required services (listing labor costs and parts/equipment costs separately). Contractor shall not begin work until the City has given it written approval.

2.4.4 All work associated with the base services described in this Section 2 shall be performed during scheduled times, not at callback times.

2.5 Base Bid with 24/7 Connected Services

2.5.1 In addition to the services specified in Sections 2 and 3, as requested by the City Contractor shall provide 24/7 connected services.

2.5.2 A device is placed on the car top of the evaluator and a deceive in the machine room.

2.5.3 The device measures several data points such as ride quality, vibrations, up and down speed, irregular movements, door openings/closings, level by level run counting, and oil levels on hydraulic elevators.

2.5.4 The data points are categorized into service needs that is routed to the technician that will address the services needs on the next visit.

2.5.5 If there is an urgent issue Contract will contact the City to determine if an immediate maintenance visit is required.

2.6 Advanced Maintenance Plan

2.6.1 In addition to the services specified in Sections 2 and 3, as requested by the City Contractor shall provide an advanced maintenance plan.

2.6.2 Advanced maintenance plans may include, but not be limited to, remote monitoring; predictive maintenance analytic tools; special performance reporting tools; special plans for maintenance, repairs, and/or parts; online portals; etc. See Section 4.4.3 herein and Exhibit A-3.

3 ELEVATOR REPAIR SERVICES

3.1 General

3.1.1 Contractor shall provide all labor, materials and equipment needed to perform elevator repair services as required by the City.

3.1.2 Contractor shall provide a quote for repairs upon request from the City. The quote shall detail the specific repair requirements, designated job site, and estimated price for the services.

3.1.3 At no time shall Contractor begin work before the City has approved the submitted quote.

3.1.4 City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

3.1.5 Repairs shall be completed in a timely, efficient manner so as to ensure the equipment is operational as soon as possible.

3.1.6 Manufacturer's warranty shall apply to all parts.

3.1.7 Labor shall be warranted for ninety (90) days from the date of repair.

3.2 Calls for Service

3.2.1 Contractor shall provide and maintain a twenty-four (24) hour, seven (7) day per week telephone answering system/call center, capable of contacting and dispatching service personnel. A telephone answering machine will not be acceptable.

3.3 Emergency Repair Services

3.3.1 Contractor shall perform emergency repairs as required.

3.3.2 Calls for emergency services shall include, but not be limited to, situations where there is actual or imminent physical or psychological danger to the user(s) of the elevator; entrapment of elevator passengers; passengers stranded due to an elevator malfunction or breakdown; and malfunction or breakdown of the public-facing elevator at the Santa Clara Police Station.

3.3.3 The Contractor shall respond to all emergency calls for service within thirty (30) minutes.

3.3.4 Contractor shall arrive on-site at the respective City facility within one and a half (1.5) hours after receiving an emergency call for services.

3.4 Replacement Parts

3.4.1 The Contractor shall maintain enough replacement parts to service the City's elevators in a safe and efficient operating condition.

3.4.2 The Contractor shall utilize OEM replacement parts and lubricants obtained from and/or recommended by the manufacturer.

3.4.3 Contractor shall make every reasonable effort to maintain the existing components. However, it is understood that components may become obsolete during the term of the Agreement.

Components that may become obsolete are without limitation any part, component, assembly, product, or firmware or software module. A component is "obsolete" when it can no longer be economically

produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years.

Contractor will provide the City with a separate quotation for the price to replace obsolete components. After the replacement component is installed, that component will thereby be covered under the Agreement unless and until it becomes obsolete.

3.5 Equipment Performance Requirements

3.5.1 It is the City's preference that all equipment operate within tolerances as established by the OEM or industry standard best practices, whichever is more stringent.

4 SERVICE LEVEL REQUIREMENTS

4.1 Preventative Maintenance

The Contractor shall perform all required preventative maintenance work at the required frequencies for 100% of the equipment listed in Attachment A2.

4.2 State Reinspection

In the event that Contractor's failure to complete repairs prior to State of California inspection results in any charges incurred by the City for preliminary order reinspection, then the Contractor shall be obligated to pay such charges and the City shall have the right to deduct such charges from amounts otherwise owing to the Contractor.

4.3 Callback Service

4.3.1 Contractor shall respond to all non-emergency calls for service on the same day they are received if possible, but no later than the next calendar day.

4.3.2 The Contractor shall respond to all emergency calls for service within thirty (30) minutes of service request by the City via a callback.

4.3.3 Contractor shall arrive on-site at the respective City facility within one and a half (1.5) hours after receiving an emergency call for services.

4.4 Service Level Plan

4.4.1 Base Service Level: Includes all service requirements specified herein in Exhibit A1, Scope of Services.

4.4.2 Base Service Level with 24/7 Connected Services: Includes all service requirements specified herein in Exhibit A1, Scope of Services. In addition, this level includes KONE's 24/7 Connected Services devices which allows Contractor to see the performance of the equipment offsite. This will prepare technicians for service needs prior to being onsite.

4.4.3 Advanced Maintenance Plan Service Level: Includes all service requirements specified herein in Exhibit A1, Scope of Services. In addition, this level includes KONE's 24/7 Connected Services devices and major parts coverage where Contractor will repair and replace equipment damaged by wear and tear. The major parts covered are specified in Exhibit A3, Major Parts List Covered.

5 QUALITY CONTROL AND ASSURANCE

5.1 Quality Control

5.1.1 The Contractor shall implement an effective quality control program. This program shall ensure the Contractor fulfills all the requirements of this Statement of Requirements.

5.2 At various times, either scheduled or unscheduled, authorized City staff may accompany the Contractor while an inspection is performed.

5.3 Quality Assurance

5.3.1 The Contractor shall be responsible for the inspection and monitoring of all of its work to ensure compliance with the requirements described in this Exhibit A1.

5.3.2 The City has the right to inspect maintenance and repair services performed, Contractor's workmanship, and materials furnished/utilized in the performance of such services to a practicable extent. The City shall perform inspections as it deems necessary; inspections and/or walk-throughs shall be conducted in a manner that will not unduly interrupt/delay the Contractor's work.

5.3.3 The City's quality assurance (inspections/evaluations etc.) is NOT a substitute for adequate and consistent quality control (labor supervision/control/resource management etc.) by the Contractor.

5.3.4 If any of the performed services do not conform to the City's requirements, the City may require the Contractor to perform the services again in conformity with the Contract requirements, at no additional cost.

6 SANTA CLARA POLICE DEPARTMENT ACCESS

6.1 All Contractor's employees who may perform services at the Santa Clara Police Department (SCPD) shall be required to submit to and pass a background check prior to being allowed on site.

6.2 All approved Contractor's employees shall be provided with a temporary badge to be worn while they perform the required maintenance and repair services at SCPD. Contractor's employees shall return the temporary badges to the Police Department upon the completion of services.

6.3 The City prefers that the Contractor assign one employee to serve as the primary mechanic/technician for the SCPD, and one employee to serve as a backup mechanic/technician in case the primary mechanic/technician is unavailable.

7 CONTRACT START-UP REQUIREMENTS

7.1 Pre-inspection of Equipment

7.1.1 Within thirty (30) days from the contract execution, the Contractor shall perform an inspection of each elevator list in Exhibit A1 to establish a condition baseline. The inspection shall include an observation and assessment of any deficiencies in equipment condition, operation and/or performance, and shall provide a written baseline report of discrepancies and serve as a "starting point" for Contractor to provide ongoing maintenance.

7.1.2 Contractor shall submit the results of the inspection to the City in the form of a written report, which shall serve as a starting point for Contractor to provide ongoing maintenance. The report shall identify all deficiencies that the Contractor found during its inspection, together with a detailed breakdown of the estimated cost to repair each deficiency and the recommended prioritization to correct each.

7.1.3 The City will request a quote from the Contractor when it is ready to proceed with the recommended repair(s).

8 CONTRACT PHASE OUT

8.1 Upon expiration/termination of the Contract or discontinuance of employment of any of the Contractor's personnel working in the City's facilities, all City's keys, security badging and all other City identification shall be surrendered to the authorized City staff.

Exhibit A2
Schedule of Performance

Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
Basic Plan	City Hall	1500 Warburton Avenue	8am-5pm, M-F	Passenger-Hydro	50162	Quarterly
Basic Plan	Fire Station 2	1900 Walsh Avenue	8am-5pm, M-F	Passenger-Hydro	127099	Quarterly
Base with 24/7 Connected Service	Police Department	601 El Camino Real	24/7	Passenger-Hydro	118614	Quarterly
Base with 24/7 Connected Service	Police Department	602 El Camino Real	24/7	Passenger-Hydro	118615	Quarterly
Base with 24/7 Connected Service	Santa Clara Recreation Center	969 Kiely Blvd.	As Needed	Stage Lift	126652	Annually
Basic Plan	Berman Building	1405 Civic Center Drive	8am-5pm, M-F	Passenger-Hydro	40408	Quarterly
Base with 24/7 Connected Service	Gun Range	1990 Walsh Avenue	8am-5pm, M-F	Dumbwaiter	102595	Annually
Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	138485	Quarterly
Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	67312	Quarterly

Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	As Needed	Stage Lift	62646-I	Annually
Basic Plan	Donald Von Raesfeld Power Plant	850 Duane Avenue	8am-5pm, M-F	Passenger-Hydro	135821	Quarterly
Base with 24/7 Connected Service	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159760	Quarterly
Base with 24/7 Connected Service	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159756	Quarterly
Base with 24/7 Connected Service	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159757	Quarterly
Base with 24/7 Connected Service	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159758	Quarterly
Base with 24/7 Connected Service	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159759	Quarterly
Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83179	Quarterly
Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83180	Quarterly

Exhibit A3
Major Parts Covered Under Advanced Maintenance Plan

The following major parts are covered for repairs and replacements under the Advanced Maintenance Plan.

1. HYDRAULIC ELEVATORS

   1.1. RELAY LOGIC CONTROL SYSTEM: All control system components.

   1.2. MICROPROCESSOR CONTROL SYSTEM: All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

   1.3. POWER UNIT: Unsubmerged Pump, motor, valves, and all related parts and accessories.

   1.4. HYDRAULIC SYSTEM ACCESSORIES: Exposed piping, fittings accessories between the pumping unit and the jack, jack packing.

   1.5. CAR EQUIPMENT: All elevator control system components on the car.

   1.6. WIRING: All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

   1.7. HOISTWAY AND PIT EQUIPMENT: All elevator control equipment and buffers.

   1.8. RAILS AND GUIDES: Guide rails, guide show gibs, and rollers.

   1.9. DOOR EQUIPMENT: Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

   1.10. MANUAL FREIGHT DOOR EQUIPMENT: Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

   1.11. POWER FREIGHT DOOR EQUIPMENT: Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

1.12. SIGNALS AND ACCESSORIES: Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

2. TRACTION ELEVATORS

2.1. RELAY LOGIC CONTROL SYSTEM: All control system components.

2.2. MICROPROCESSOR CONTROL SYSTEM: All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

2.3. GEARED/GEARLESS MACHINES: All geared and gearless machine components.

2.4. WIRING: All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

2.5. CAR EQUIPMENT: All elevator control system components on the car.

2.6. HOISTWAY AND PIT EQUIPMENT: All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

2.7. RAILS AND GUIDES: Guide rails, guide show gibs, and rollers.

2.8. DOOR EQUIPMENT: Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

2.9. MANUAL FREIGHT DOOR EQUIPMENT: Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

2.10. POWER FREIGHT DOOR EQUIPMENT: Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

2.11. SIGNALS AND ACCESSORIES: Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

3. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

4. SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

5. GUIDANCE AND ALIGNEMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks, and skirt panels will be examined and adjusted, aligned, and fastened as needed

Exhibit B
Schedule of Fees

1. Compensation

1.1. The maximum compensation of this Agreement for scheduled services shall not exceed One Hundred Sixty-One Thousand One Hundred Sixty-One Dollars ($163,161), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars ($250,000), for a total not to exceed maximum compensation of **Four Hundred Thirteen Thousand One Hundred Sixty-One Dollars ($413,161)** during the Initial Term, 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.

1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A-1, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.

1.3. City shall pay Contractor monthly for scheduled services at the rates set forth in Table 2 herein of this Exhibit B.

1.4. The City reserves the right to add or delete sites and/or equipment for scheduled services from Exhibit A-2, Schedule of Performance adjust the maximum compensation accordingly by a written executed amendment.

2. As-Needed Repair Services

2.1. In the event the City requires as-needed repair services as set forth in Section 3 of Exhibit A-1, Scope of Services Contractor shall provide a written quotation, at no cost to the City, for the type of as-needed repair services requested and the time required to complete requested work. The quote must be approved by the City prior to any work being performed.

2.2. The labor rates and material equipment markup rates for as-needed repair services is set forth in Table 1 below:

Table 1. Labor Rates and Material/Equipment Markup

Labor Description	Hourly Labor Rate
As-Needed Repair Services (Normal Business Hours)	$435.55
As-Needed Repair Services (Overtime/After Hours)	$729.24
Material/Equipment	**Markup %**
Material/ Equipment Markup Over Cost	20%

2.3. The total amount of compensation for as-needed repair services shall not exceed **Two Hundred Fifty Thousand Dollars ($250,000)** during the Initial Term of the Agreement.

2.4. The City reserves the right to request a fixed price quote in lieu of time and materials. Any fixed price quotes shall be consistent with the agreed-upon as-need repair services rate in Section 2.2 above and must be good for at least 90 days.

3. Monthly Invoice

3.1. Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of each month, in arrears, for payment of services performed pursuant to this Agreement. The monthly invoices shall include a statement of work performed during the month. City shall review the monthly invoice submitted by Contractor and within ten (10) working days if receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.

3.2. The City shall incur no obligation for out of scope work that is not authorized in advance in writing. These monthly invoices shall provide a breakdown of cost of the work performed and shall have an attachment itemizing the work for each of the following:

3.2.1. Contractor shall invoice the City for maintenance and repair services, preventative maintenance services, and callback services at the end of each calendar month in which the work was performed in accordance with Exhibit A1, Scope of Services, and shall be paid for actual services performed per the monthly payment schedule as set forth in Table 2 of this Exhibit.

3.2.2. Contractor shall submit copies of tags with monthly invoices. Work tag shall include date, facility, time in, time out, and ID numbers of equipment serviced. Contractor shall not invoice the City of travel to or from work sites.

3.3. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

4. Price Adjustments

4.1. Contractor may request adjustments to the compensation rates on each one-year anniversary after the initial year of the Agreement, plus any one-year options to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted. Price adjustments are subject to the City's approval

4.2. Agreed to price adjustments during the Initial Term must be executed through an Amendment.

4.3. Agreed to price adjustments for one-year options must be executed through Exhibit E, Notice of Exercise of Option to Extend Agreement.

5. Liquidated Damages for Performance Standards

5.1. Contractor understands and agrees that one of the City's primary goals is to ensure that the customer service provided is of the highest caliber and consistent with the City's performance standards. Contractor further agrees that City will suffer damage if Contractor fails to meet these standards and that, due to the nature of certain breaches, the actual damage to the City would be impractical or very difficult to fix.

5.2. Performance Standard Breaches

5.2.1. The following specified items shall be referred to as "Performance Standard Breaches". Contractor agrees to pay to the City the amount specified below as liquidated damages for the applicable breach.

Performance Standard Breaches

Failure to respond to emergency calls for service on time	$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.
Failure to arrive on site on time	$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.

5.2.2. If the Contractor is found unduly responsive to service calls, the City reserves the right to request and authorize repairs for defective equipment with a third-party vendor and the Contractor shall credit the City for the repairs cost from the third-party repairs work. In such cases, the City shall provide prior notification to the Contractor of its intention.

Table 2
Compensation for Scheduled Services

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
1	City Hall	Passenger-Hydro (50162)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
2	Fire Station 2	Passenger-Hydro (127099)	$130.79	$1,569.48	$1,569.48	$1,569.48	$1,569.48	$1,569.48
3	Police Department	Passenger-Hydro (118614)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
4	Police Department	Passenger-Hydro (118615)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
5	Santa Clara Recreation Center	Stage Lift (126652)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
6	Berman Building	Passenger-Hydro (40408)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
7	Gun Range	Dumbwaiter (10595)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
8	Santa Clara Senior Center	Passenger-Hydro (138485)	$195.79	$2,349.48	$2,349.48	$2,349.48	$2,349.48	$2,349.48
9	Santa Clara Senior Center	Passenger-Hydro (67312)	$143.20	$1,718.40	$1,718.40	$1,718.40	$1,718.40	$1,718.40

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
10	Santa Clara Senior Center	Stage Lift (62646-I)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
11	Donald Von Raesfeld Power Plant	Passenger-Hydro (135821)	$130.79	$1,569.48	$1,569.48	$1,569.48	$1,569.48	$1,569.48
12	Tasman Garage	Gearless Traction MRL – Passenger (159670)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
13	Tasman Garage	Gearless Traction MRL – Passenger (159756)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
14	Tasman Garage	Gearless Traction MRL – Passenger (159757)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
15	Tasman Garage	Gearless Traction MRL – Passenger (159758)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
16	Tasman Garage	Gearless Traction MRL – Passenger (159759)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
17	Santa Clara Convention Center	Passenger-Hydro (83179)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
18	Santa Clara Convention Center	Passenger-Hydro (83180)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
			TOTAL	**$32,632.20**	**$32,632.20**	**$32,632.20**	**$32,632.20**	**$32,632.20**
							Grand Total	**$163,161.00**

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:

   $2,000,000 Each Occurrence
   $4,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable within 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. Owners and Contractors Protective Liability (OCPL) policy. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents shall be listed as named insureds and policy limits shall be $5,000,000.

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 redacted Schedule of Forms and Endorsements from all required insurance policies. The Schedule of Forms and Endorsements provides a listing of all forms and endorsements in each respective policy. The form number as well as the title of the form are included. 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 Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280

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:

_____
BRIAN DOYLE
City Attorney

_____
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

BLUE ROUTE SHEET - CITY MANAGER REVIEW/APPROVAL REQUIRED

Originating Department: Facilities **Date Submitted:** 4/13/21 **Return To:** Dawn **Phone Ext.:** 2242

(1) Document: Amendment #1 with Kone, Inc
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY

(2) Indicate signature authority:

- ☐ Electric, Water and Sewer Service Agreements with a value of $150,000 or less and All Other Service Agreements with a value of $100,000 or less per Ordinance 1941 (CC Action – June 16, 2015)
- ☐ Miscellaneous Agreements including those that allow the use of the City name; rental agreements for City-owned property; licensing or conditional use agreements; confidentiality agreements; nondisclosure agreements; and partnership, cost sharing, in-kind and service agreements with other public or private entities per Resolution 6603 (CC Action - July 13, 1999)
- ☐ Certificate of Acceptance for Designated Property Interests per Resolution 5600 (CC Action – May 28, 1991)
- ☐ Routine Police Agreements including the use of City facilities; off-duty officers; special events; hold harmless and indemnification agreements from third parties; and releases of liability per Resolution 6000 (CC Action - April 4, 1995)
- ☑ Other:

(3) Cost impact: NA - City Manager Approval

(4) **FINANCE**

Was this service budgeted for this fiscal year?

- ☑ Yes
- ☐ No. If no, please describe below how the department will fund this unbudgeted service and consult with department's assigned budget analyst to ensure that there is sufficient funding.

(5) Is insurance compliant?

- ☑ Yes, per attached EBIX printout.
- ☐ No, this agreement requires Risk Management review.

(6) Department head originating agreement: _____
[SIGNATURE]

(7) **RISK MANAGEMENT**

Please describe why contract does not require EBIX approval:

Approved: _____ Date: _____
[RISK MANAGER]

(8) **CITY ATTORNEY'S OFFICE**

Approved as to form: _____ Digitally signed by Caio Arellano Date: 2021.04.20 11:04:40 -07'00' Date: 4/20/21
[CITY ATTORNEY/AUTHORITY COUNSEL]

Assignment Number A21.0189
Reviewing Attorney's Initials: CA

(9) **CITY CLERK'S OFFICE**

Attached: 1 original(s) _____ copy(ies)

_____ Transmit the attached original / copy to contractor

1 Fully executed original on file in City Clerk's Office

emailed to Dawn

Date Processed by Clerk's Office: 04-26-21

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KONE, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and KONE, 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. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and KONE, Inc., dated March 4, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide citywide elevator maintenance and repair services, and the Parties now wish to amend the Agreement to add services for the City's Library facilities.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is hereby amended to read as follows:

   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 Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement for scheduled services shall not exceed Two Hundred Three Thousand Five Hundred Forty-Two Dollars and Twenty Cents ($203,542.20), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars ($250,000), for a total not to exceed maximum compensation of **Four Hundred Fifty-Three Thousand Five Hundred Forty-Two Dollars and Twenty Cents ($453,542.20)** during the Initial Term, 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.

2. Exhibit A2 of the Agreement as Amended, entitled "Schedule of Performance" is hereby amended to read as shown in Revised Exhibit A2, attached herein.

3. Exhibit B of the Agreement as Amended, entitled "Schedule of Fees" is hereby amended to read as shown in Revised Exhibit B, attached herein.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Digitally signed by Caio Arellano
Date: 2021.04.20 11:05:03 -07'00'

BRIAN DOYLE
City Attorney

Dated: 4/23/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KONE, INC.
a California corporation

Dated: 03/24/2021
By (Signature): Josh Miller
Name: Josh Miller
Title: Service Sales Manager
Principal Place of Business Address: 15021 Wicks Blvd, San Leandro, CA 94577
Email Address: josh.miller@kone.com
Telephone: (510) 502-9049
Fax: N/A

"CONTRACTOR"

REVISED EXHIBIT A2
SCHEDULE OF PERFORMANCE

Line Number	Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
1	Basic Plan	City Hall	1500 Warburton Avenue	8am-5pm, M-F	Passenger-Hydro	50162	Quarterly
2	Basic Plan	Fire Station 2	1900 Walsh Avenue	8am-5pm, M-F	Passenger-Hydro	127099	Quarterly
3	Base with 24/7 Connected Service	Police Department	601 El Camino Real	24/7	Passenger-Hydro	118614	Quarterly
4	Base with 24/7 Connected Service	Police Department	602 El Camino Real	24/7	Passenger-Hydro	118615	Quarterly
5	Base with 24/7 Connected Service	Santa Clara Recreation Center	969 Kiely Blvd.	As Needed	Stage Lift	126652	Annually
6	Basic Plan	Berman Building	1405 Civic Center Drive	8am-5pm, M-F	Passenger-Hydro	40408	Quarterly
7	Base with 24/7 Connected Service	Gun Range	1990 Walsh Avenue	8am-5pm, M-F	Dumbwaiter	102595	Annually
8	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	138485	Quarterly
9	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	67312	Quarterly
10	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	As Needed	Stage Lift	62646-I	Annually
11	Basic Plan	Donald Von Raesfeld Power Plant	850 Duane Avenue	8am-5pm, M-F	Passenger-Hydro	135821	Quarterly
12	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159760	Quarterly
13	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159756	Quarterly

Line Number	Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
14	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159757	Quarterly
15	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159758	Quarterly
16	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159759	Quarterly
17	Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83179	Quarterly
18	Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83180	Quarterly
AMENDMENT NO. 1 - New Location Added							
19	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135533	Quarterly
20	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135534	Quarterly
21	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135535	Quarterly

REVISED EXHIBIT B
SCHEDULE OF FEES

1. Compensation

1.1. The maximum compensation of this Agreement for scheduled services shall not exceed Two Hundred Three Thousand Five Hundred Forty-Two Dollars and Twenty Cents ($203,542.20), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars ($250,000), for a total not to exceed maximum compensation of **Four Hundred Fifty-Three Thousand Five Hundred Forty-Two Dollars and Twenty Cents ($453,542.20)** during the Initial Term, 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.

1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A-1, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.

1.3. City shall pay Contractor monthly for scheduled services at the rates set forth in Revised Table 2 herein of this Revised Exhibit B.

1.4. The City reserves the right to add or delete sites and/or equipment for scheduled services from Revised Exhibit A-2, Schedule of Performance adjust the maximum compensation accordingly by a written executed amendment.

2. As-Needed Repair Services

2.1. In the event the City requires as-needed repair services as set forth in Section 3 of Exhibit A-1, Scope of Services Contractor shall provide a written quotation, at no cost to the City, for the type of as-needed repair services requested and the time required to complete requested work. The quote must be approved by the City prior to any work being performed.

2.2. The labor rates and material equipment markup rates for as-needed repair services is set forth in Table 1 below:

Table 1. Labor Rates and Material/Equipment Markup

Labor Description	Hourly Labor Rate
As-Needed Repair Services (Normal Business Hours)	$435.55
As-Needed Repair Services (Overtime/After Hours)	$729.24
Material/Equipment	**Markup %**
Material/ Equipment Markup Over Cost	20%

2.3. The total amount of compensation for as-needed repair services shall not exceed **Two Hundred Fifty Thousand Dollars ($250,000)** during the Initial Term of the Agreement.

2.4. The City reserves the right to request a fixed price quote in lieu of time and materials. Any fixed price quotes shall be consistent with the agreed-upon as-need repair services rate in Section 2.2 above and must be good for at least 90 days.

3. Monthly Invoice

3.1. Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of each month, in arrears, for payment of services performed pursuant to this Agreement. The monthly invoices shall include a statement of work performed during the month. City shall review the monthly invoice submitted by Contractor and within ten (10) working days if receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.

3.2. The City shall incur no obligation for out of scope work that is not authorized in advance in writing. These monthly invoices shall provide a breakdown of cost of the work performed and shall have an attachment itemizing the work for each of the following:

3.2.1. Contractor shall invoice the City for maintenance and repair services, preventative maintenance services, and callback services at the end of each calendar month in which the work was performed in accordance with Exhibit A1, Scope of Services, and shall be paid for actual services performed per the monthly payment schedule as set forth in Table 2 of this Exhibit.

3.2.2. Contractor shall submit copies of tags with monthly invoices. Work tag shall include date, facility, time in, time out, and ID numbers of equipment serviced. Contractor shall not invoice the City of travel to or from work

sites.

3.3. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

4. Price Adjustments

4.1. Contractor may request adjustments to the compensation rates on each one- year anniversary after the initial year of the Agreement, plus any one-year options to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted. Price adjustments are subject to the City's approval

4.2. Agreed to price adjustments during the Initial Term must be executed through an Amendment.

4.3. Agreed to price adjustments for one-year options must be executed through Exhibit E, Notice of Exercise of Option to Extend Agreement.

5. Liquidated Damages for Performance Standards

5.1. Contractor understands and agrees that one of the City's primary goals is to ensure that the customer service provided is of the highest caliber and consistent with the City's performance standards. Contractor further agrees that City will suffer damage if Contractor fails to meet these standards and that, due to the nature of certain breaches, the actual damage to the City would be impractical or very difficult to fix.

5.2. Performance Standard Breaches

5.2.1. The following specified items shall be referred to as "Performance Standard Breaches". Contractor agrees to pay to the City the amount specified below as liquidated damages for the applicable breach.

Performance Standard Breaches

Failure to respond to emergency calls for service on time	$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.
Failure to arrive on site on time	$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.

5.2.2. If the Contractor is found unduly responsive to service calls, the City reserves the right to request and authorize repairs for defective equipment with a third-party vendor and the Contractor shall credit the City for the repairs cost from the third-party repairs work. In such cases, the City shall provide prior notification to the Contractor of its intention.

REVISED TABLE 2
COMPENSATION FOR SCHEDULED SERVICES

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
1	City Hall	Passenger-Hydro (50162)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
2	Fire Station 2	Passenger-Hydro (127099)	$130.79	$1,569.48	$1,569.48	$1,569.48	$1,569.48	$1,569.48
3	Police Department	Passenger-Hydro (118614)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
4	Police Department	Passenger-Hydro (118615)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
5	Santa Clara Recreation Center	Stage Lift (126652)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
6	Berman Building	Passenger-Hydro (40408)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
7	Gun Range	Dumbwaiter (10595)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
8	Santa Clara Senior Center	Passenger-Hydro (138485)	$195.79	$2,349.48	$2,349.48	$2,349.48	$2,349.48	$2,349.48
9	Santa Clara Senior Center	Passenger-Hydro (67312)	$143.20	$1,718.40	$1,718.40	$1,718.40	$1,718.40	$1,718.40

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
10	Santa Clara Senior Center	Stage Lift (62646-I)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
11	Donald Von Raesfeld Power Plant	Passenger-Hydro (135821)	$130.79	$1,569.48	$1,569.48	$1,569.48	$1,569.48	$1,569.48
12	Tasman Garage	Gearless Traction MRL – Passenger (159670)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
13	Tasman Garage	Gearless Traction MRL – Passenger (159756)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
14	Tasman Garage	Gearless Traction MRL – Passenger (159757)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
15	Tasman Garage	Gearless Traction MRL – Passenger (159758)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
16	Tasman Garage	Gearless Traction MRL – Passenger (159759)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
17	Santa Clara Convention Center	Passenger-Hydro (83179)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
18	Santa Clara Convention Center	Passenger-Hydro (83180)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
AMENDMENT NO. 1 (NEW SITE ADDED)								
19	Central Park Library	Passenger-Hydro (135533)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
20	Central Park Library	Passenger-Hydro (135534)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
21	Central Park Library	Passenger-Hydro (135535)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
			TOTAL	**$40,708.44**	**$40,708.44**	**$40,708.44**	**$40,708.44**	**$40,708.44**
							Grand Total	**$203,542.20**

Ebix Insurance No. S200003507

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KONE, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and KONE, 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. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and KONE, Inc.", dated March 4, 2021 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated April 23, 2021, 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 having Contractor provide citywide elevator maintenance and repair services, and the Parties now wish to amend the Agreement as Amended to add services for Mission Library.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is hereby amended to read as follows:

   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 Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement for scheduled services shall not exceed Two Hundred Four Thousand Six Hundred Ninety Dollars and Sixty Cents ($204,690.60), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars ($250,000), for a total not to exceed maximum

compensation of Four Hundred Fifty-Four Thousand Six Hundred Ninety Dollars and Sixty Cents ($454,690.60) during the Initial Term, 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.

2. Revised Exhibit A2 of the Agreement as Amended, entitled "Schedule of Performance" is hereby amended to read as shown in Second Revised Exhibit A2, attached herein.

3. Revised Exhibit B of the Agreement as Amended, entitled "Schedule of Fees" is hereby amended to read as shown in Second Revised Exhibit B, attached herein.

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.

Note: Signatures on following page.

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:

GLEN R. GOOGINS
City Attorney

Dated: 10/19/23

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"

KONE, INC.
a California corporation

Dated: August 30th, 2023
By (Signature): Michael Nagy-Jozsa
Name: Michael Nagy-Jozsa
Title: General Manager Service & Solutions
Principal Place of Business Address: 15021 Wicks Blvd. San Leandro, CA 94577
Email Address: michael.nagy-jozsa@kone.com
Telephone: (510) 424-2329
Fax: N/A

"CONTRACTOR"

SECOND REVISED EXHIBIT A2
SCHEDULE OF PERFORMANCE

Line Number	Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
1	Basic Plan	City Hall	1500 Warburton Avenue	8am-5pm, M-F	Passenger-Hydro	50162	Quarterly
2	Basic Plan	Fire Station 2	1900 Walsh Avenue	8am-5pm, M-F	Passenger-Hydro	127099	Quarterly
3	Base with 24/7 Connected Service	Police Department	601 El Camino Real	24/7	Passenger-Hydro	118614	Quarterly
4	Base with 24/7 Connected Service	Police Department	602 El Camino Real	24/7	Passenger-Hydro	118615	Quarterly
5	Base with 24/7 Connected Service	Santa Clara Recreation Center	969 Kiely Blvd.	As Needed	Stage Lift	126652	Annually
6	Basic Plan	Berman Building	1405 Civic Center Drive	8am-5pm, M-F	Passenger-Hydro	40408	Quarterly
7	Base with 24/7 Connected Service	Gun Range	1990 Walsh Avenue	8am-5pm, M-F	Dumbwaiter	102595	Annually
8	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	138485	Quarterly
9	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	67312	Quarterly
10	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	As Needed	Stage Lift	62646-I	Annually
11	Basic Plan	Donald Von Raesfeld Power Plant	850 Duane Avenue	8am-5pm, M-F	Passenger-Hydro	135821	Quarterly
12	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159760	Quarterly

Line Number	Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
13	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159756	Quarterly
14	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159757	Quarterly
15	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159758	Quarterly
16	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159759	Quarterly
17	Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83179	Quarterly
18	Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83180	Quarterly
AMENDMENT NO. 1 - New Location Added							
19	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135533	Quarterly
20	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135534	Quarterly
21	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135535	Quarterly
AMENDMENT NO. 2 - New Location Added							
22	Basic Plan	Mission Library	1098 Lexington Street	9am-5pm, M & W 12pm-5pm T & T	Dumbwaiter	12317	Bi-Annual

SECOND REVISED EXHIBIT B
SCHEDULE OF FEES

1. Compensation

1.1. The maximum compensation of this Agreement for scheduled services shall not exceed Two Hundred Four Thousand Six Hundred Ninety Dollars and Sixty Cents ($204,690.60), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars ($250,000), for a total not to exceed maximum compensation of **Four Hundred Fifty-Four Thousand Six Hundred Ninety Dollars and Sixty Cents ($454,690.60)** during the Initial Term, 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.

1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.

1.3. City shall pay Contractor monthly for scheduled services at the rates set forth in Second Revised Table 2 herein of this Second Revised Exhibit B.

1.4. The City reserves the right to add or delete sites and/or equipment for scheduled services from Second Revised Exhibit A2, Schedule of Performance adjust the maximum compensation accordingly by a written executed amendment.

2. As-Needed Repair Services

2.1. In the event the City requires as-needed repair services as set forth in Section 3 of Exhibit A1, Scope of Services Contractor shall provide a written quotation, at no cost to the City, for the type of as-needed repair services requested and the time required to complete requested work. The quote must be approved by the City prior to any work being performed.

2.2. The labor rates and material equipment markup rates for as-needed repair services is set forth in Table 1 below:

Table 1. Labor Rates and Material/Equipment Markup

Labor Description	Hourly Labor Rate
As-Needed Repair Services (Normal Business Hours)	$435.55
As-Needed Repair Services (Overtime/After Hours)	$729.24
Material/Equipment	**Markup %**
Material/ Equipment Markup Over Cost	20%

2.3. The total amount of compensation for as-needed repair services shall not exceed **Two Hundred Fifty Thousand Dollars ($250,000)** during the Initial Term of the Agreement.

2.4. The City reserves the right to request a fixed price quote in lieu of time and materials. Any fixed price quotes shall be consistent with the agreed-upon as-need repair services rate in Section 2.2 above and must be good for at least 90 days.

3. Monthly Invoice

3.1. Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of each month, in arrears, for payment of services performed pursuant to this Agreement. The monthly invoices shall include a statement of work performed during the month. City shall review the monthly invoice submitted by Contractor and within ten (10) working days if receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.

3.2. The City shall incur no obligation for out of scope work that is not authorized in advance in writing. These monthly invoices shall provide a breakdown of cost of the work performed and shall have an attachment itemizing the work for each of the following:

3.2.1. Contractor shall invoice the City for maintenance and repair services, preventative maintenance services, and callback services at the end of each calendar month in which the work was performed in accordance with Exhibit A1, Scope of Services, and shall be paid for actual services performed per the monthly payment schedule as set forth in Table 2 of this Exhibit.

3.2.2. Contractor shall submit copies of tags with monthly invoices. Work tag shall include date, facility, time in, time out, and ID numbers of equipment serviced. Contractor shall not invoice the City of travel to or from work sites.

3.3. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

4. Price Adjustments

4.1. Contractor may request adjustments to the compensation rates on each one- year anniversary after the initial year of the Agreement, plus any one-year options to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted. Price adjustments are subject to the City's approval

4.2. Agreed to price adjustments during the Initial Term must be executed through an Amendment.

4.3. Agreed to price adjustments for one-year options must be executed through Exhibit E, Notice of Exercise of Option to Extend Agreement.

5. Liquidated Damages for Performance Standards

5.1. Contractor understands and agrees that one of the City's primary goals is to ensure that the customer service provided is of the highest caliber and consistent with the City's performance standards. Contractor further agrees that City will suffer damage if Contractor fails to meet these standards and that, due to the nature of certain breaches, the actual damage to the City would be impractical or very difficult to fix.

5.2. Performance Standard Breaches

5.2.1. The following specified items shall be referred to as "Performance Standard Breaches". Contractor agrees to pay to the City the amount specified below as liquidated damages for the applicable breach.

Performance Standard Breaches

Failure to respond to emergency calls for service on time	$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.
Failure to arrive on site on time	$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.

5.2.2. If the Contractor is found unduly responsive to service calls, the City reserves the right to request and authorize repairs for defective equipment with a third-party vendor and the Contractor shall credit the City for the repairs cost from the third-party repairs work. In such cases, the City shall provide prior notification to the Contractor of its intention.

SECOND REVISED TABLE 2
COMPENSATION FOR SCHEDULED SERVICES

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
1	City Hall	Passenger-Hydro (50162)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
2	Fire Station 2	Passenger-Hydro (127099)	$130.79	$1,569.48	$1,569.48	$1,569.48	$1,569.48	$1,569.48
3	Police Department	Passenger-Hydro (118614)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
4	Police Department	Passenger-Hydro (118615)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
5	Santa Clara Recreation Center	Stage Lift (126652)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
6	Berman Building	Passenger-Hydro (40408)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
7	Gun Range	Dumbwaiter (10595)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60
8	Santa Clara Senior Center	Passenger-Hydro (138485)	$195.79	$2,349.48	$2,349.48	$2,349.48	$2,349.48	$2,349.48
9	Santa Clara Senior Center	Passenger-Hydro (67312)	$143.20	$1,718.40	$1,718.40	$1,718.40	$1,718.40	$1,718.40
10	Santa Clara Senior Center	Stage Lift (62646-I)	$34.80	$417.60	$417.60	$417.60	$417.60	$417.60

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
11	Donald Von Raesfeld Power Plant	Passenger-Hydro (135821)	$130.79	$1,569.48	$1,569.48	$1,569.48	$1,569.48	$1,569.48
12	Tasman Garage	Gearless Traction MRL – Passenger (159670)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
13	Tasman Garage	Gearless Traction MRL – Passenger (159756)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
14	Tasman Garage	Gearless Traction MRL – Passenger (159757)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
15	Tasman Garage	Gearless Traction MRL – Passenger (159758)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
16	Tasman Garage	Gearless Traction MRL – Passenger (159759)	$250.58	$3,006.96	$3,006.96	$3,006.96	$3,006.96	$3,006.96
17	Santa Clara Convention Center	Passenger-Hydro (83179)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
18	Santa Clara Convention Center	Passenger-Hydro (83180)	$78.20	$938.40	$938.40	$938.40	$938.40	$938.40
AMENDMENT NO. 1 (Adding New Site)								
19	Central Park Library	Passenger-Hyrdo (135533)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
20	Central Park Library	Passenger-Hyrdo (135533)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08
21	Central Park Library	Passenger-Hyrdo (135533)	$224.34	$2,692.08	$2,692.08	$2,692.08	$2,692.08	$2,692.08

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
AMENDMENT NO. 2 (Adding New Site)								
22	Mission Library	Dumbwaiter (12317)	$34.80			$313.20	$417.60	$417.60
			TOTAL	$40,708.44	$40,708.44	$41,021.64	$41,126.04	$41,126.04
							Grand Total	$204,690.60

26-113 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Execute Amendment No. 2 to the Software License and Support Agreement with Siemens Industry Inc., for the EnergyIP Meter Data Management System for a Total Not-to-Exceed Compensation of $1,543,419, and Ratify Previous Payments Exceeding City Council Authorization

BACKGROUND

Role of the Meter Data Management System within the Advanced Metering Infrastructure Program

The City of Santa Clara's electric utility, Silicon Valley Power (SVP), operates the Advanced Metering Infrastructure (AMI) program. The AMI program relies on multiple integrated systems to support automated reading of energy usage data from SVP's customers throughout the city. A core component of AMI is the Meter Data Management System (MDMS), which functions as a central data repository and processing platform for all data collected through AMI. The MDMS receives raw data readings, validates and processes the data, and interfaces with downstream systems, including the City's utility billing system. Without a functioning MDMS, the AMI program cannot support automated meter reading and billing.

Original Authorization of the MDMS Software Agreement

On August 18, 2009, as part of the AMI program, the City Council authorized the City Manager to enter into two separate agreements: one with Siemens Energy, Inc. (Siemens) to provide implementation services for the MDMS, and another with eMeter Corporation for software licensing, maintenance, and support services under a Software License and Maintenance Agreement (SLMA). The SLMA established the City's rights to use the MDMS software and receive ongoing support and was authorized in an amount not to exceed $133,733, initially covering a two-year period. Under the terms of the SLMA, licensing and support services renewed automatically.

The MDMS software selected under the 2009 City Council authorization was the EnergyIP platform, which remains in use today as Energy IPv7.2 (EnergyIP MDMS). On September 17, 2012, the City Manager executed Amendment No. 1 to the SLMA to update the software and clarify the perpetual nature of the City's software license. Subsequently, Siemens acquired eMeter Corporation and assumed all rights and obligations under the SLMA.

The data collected is encrypted during transmission across an isolated domain controlled by SVP and includes interval usage data, register read, and meter number. No PII or other sensitive data is collected by the system. In addition, Siemens must abide by the SMLA's confidentiality provisions and is prohibited from disclosing any such information to a third party without the City's prior

approval.

DISCUSSION

This report addresses three related actions associated with the EnergyIP MDMS. First, it seeks City Council authorization to execute Amendment No. 2 to the SLMA. Second, it requests City Council ratification of prior payments made under the SLMA that exceeded the original authorization amount. Third, it seeks authorization for continued use of the EnergyIP MDMS.

(1) Amendment No. 2 to the SLMA

The EnergyIP MDMS is a critical component of the AMI ecosystem. Since its deployment, SVP has continued to rely on the SLMA for essential software maintenance and support services necessary to operate the AMI system.

Amendment No. 2 is necessary to update the SLMA to represent Siemens as the current software licensor following its acquisition of eMeter Corporation. The amendment also clarifies certain definitions related to the scope of work and support services, including support for the current software release and two prior releases of the licensed software.

The renewal terms of the SLMA remains unchanged, with automatic annual renewals unless the City provides written notice to Siemens of its intent not to renew at least 45 days prior to the applicable renewal date.

(2) Authorization for Past SLMA Payments

At the time the SLMA was executed in 2009, the City Council authorized the agreement in an amount not to exceed $133,733. Over time, as the agreement renewed annually and services continued without interruption, cumulative expenditure exceeded the originally authorized amount. Table 1 below summarizes the original City Council authorization, the total cumulative expenditures paid through June 30, 2025, and the amount subject to ratification.

Table 1 - SLMA Authorization and Ratification Summary

Description	Amount
Total Cumulative Expenditures from August 18, 2009, to June 30, 2025	$911,286
Original 2009 City Council Authorized Amount	$133,733
Amount Subject to Ratification	$777,553

These expenditures were incurred for ongoing software maintenance and support services necessary to operate a critical component of the AMI system and did not involve changes in scope or authorized services. Staff is bringing the matter forward for transparency and requesting City Council ratification of the prior payments.

In previous reports requesting ratification, staff noted that as agreements with payments exceeding the City Council authorization are identified, any necessary ratification actions will be brought forward

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to address the overage and ensure transparency. For many of these, the issue has been historical interpretations of expenditure authority and limits. In addition, the City does not have an automated system to track cumulative contract expenditures, which makes it more difficult to manage. To improve the City's ability to track cumulative expenditure and reduce the risk of oversight under the current manual process, the Purchasing Division is working to implement the Procurement Contracts module within the City's financial management system, PeopleSoft. This project, which is expected to be completed this year, will automate and centralize contract management and enhance control over all contract-related activities throughout their term.

(3) Ongoing MDMS Licensing Support and Maintenance Services

SVP has a planned upgrade of the EnergyIP MDMS to transition from the current on-premises platform to a Software-as-a-Service (SaaS) version. Upon completion of the upgrade, the existing SLMA would be replaced with a new software agreement applicable to the SaaS platform. Until the planned upgrade is complete, the SLMA must remain in place to provide continued software licensing, maintenance, and support for the existing on-premises EnergyIP MDMS.

The upgrade is currently anticipated to be completed in 2027. In the interim, to ensure uninterrupted system support, staff is seeking City Council authorization to renew the SLMA for up to an additional five years through June 30, 2030, in an amount not-to-exceed $632,133, for a total maximum compensation of $1,543,419. This authorization would provide coverage in the event the upgrade is delayed or if a decision is made to continue operating the on-premises platform for a longer period.

Table 2 below summarizes the maximum compensation under the SLMA, including the amount from Table 1. Estimated annual SLMA costs assume a 5% annual price increase and include a 10% contingency for any unanticipated services or requirements. These costs currently support approximately 63,000 meters and allow for growth of up to 88,000 meters at no additional cost.

Table 2 - Summary of Total and Projected SLMA Expenditures

Description	Amount
Total Cumulative Expenditures from August 18, 2009, to June 30, 2025	$911,286
Ongoing SLMA Costs	
Current SLMA Cost (July 1, 2025, to June 30, 2026)	$104,000
Estimated SLMA Cost (July 1, 2026, to June 30, 2027)	$109,200
Estimated SLMA Cost (July 1, 2027, to June 30, 2028)	$114,660
Estimated SLMA Cost (July 1, 2028, to June 30, 2029)	$120,393
Estimated SLMA Cost (July 1, 2029, to June 30, 2030)	$126,413
10% Contingency	$57,467
Subtotal	$632,133
Total Not-to-Exceed Maximum Compensation	$1,543,419

ENVIRONMENTAL REVIEW

The proposed actions involve the approval of amendments to existing software agreements; therefore, the actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for the SLMA are available in the FY 2025/26 Operating Budget in the Electric Utility Operating Fund and may be included in capital projects budget where appropriate. Funding for future years will be included in the regular 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. Authorize the City Manager or designee to execute Amendment No. 2 to the Software License and Support Agreement (SLMA) with Siemens Industries, Inc., for the EnergyIP Meter Data Management System, for a maximum compensation amount of $1,543,419, for the period from August 18, 2009, to June 30, 2030, subject to budget appropriations and the review and approval as to form by the City Attorney;
2. Ratify previous expenditures made under the SLMA in an amount of $777,553 for the period from August 18, 2009, through June 30, 2025; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the SLMA, and negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) adjust future rates consistent with market conditions, and (c) make de minimis changes, subject to budget appropriations and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. August 18, 2009, Agenda Report
2. Original Software License and Maintenance Agreement with eMeter Corporation
3. Amendment No. 1 to the Software License and Maintenance Agreement with eMeter Corporation
4. Proposed Amendment No. 2 to the Software License and Maintenance Agreement with Siemens Industries, Inc.

Meeting Date: 08/18/09 **AGENDA REPORT** Agenda Item # 7B.2

City of Santa Clara, California

Santa Clara All-America City 2001

Date: July 30, 2009

To: City Manager for Council Action

From: John C. Roukema, Director of Electric Utility

Subject: Approval of an Agreement for Services with Siemens Energy, Incorporated and a Software License and Maintenance Agreement with eMeter Corporation for the Purchase and Implementation of a Meter Data Management Software System

EXECUTIVE SUMMARY:

The SVP Meter Connect program (a.k.a. Smart Grid) has reached a significant milestone with selection of Siemens Energy, Incorporated as the winner in an extensive, multi-departmental RFP process for a Meter Data Management System (MDMS) that garnered highly competitive proposals from all five major providers of MDMS applications. Under the proposed agreement, Siemens will utilize the MDMS to integrate the City's two existing meter reading systems with the billing system as a first phase and integrate a yet-to-be acquired fully automated meter reading system for all of Santa Clara in a second phase.

For the 2008-2009 fiscal year, a CIP project and five-year plan was approved for the purpose of defining, procuring and implementing an Advanced Metering Infrastructure (AMI), including an MDMS, to work in conjunction with other City systems. This MDMS purchase and implementation is part of a carefully planned project to procure the systems and technology necessary to fully realize the benefits of AMI, or smart grid infrastructure. The MDMS is a system that will house and provide utility meter data for the City. In conjunction with the AMI system, it will enable the future implementation of valuable capabilities including remote utility billing data collection, utility outage management, improved utility asset management, and enhanced customer services for citizens and businesses. Initially, the expected benefits include lower Utility and Finance operating costs by enabling remote data collection and augmented service delivery. Future benefits are expected as other applications are integrated into this platform.

The Agreement for Services with Siemens allows the City to purchase and utilize MDMS software, along with the professional services and support necessary to install and configure this software within the City's information technology infrastructure as defined in the scope of work. In addition, the Software License and Maintenance Agreement defines the ongoing support for the software product. A copy of the Agreement for Services with Siemens and the Software License and Maintenance Agreement are available for review in the Council offices.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of these agreements will allow the City to fully leverage the proposed software capabilities and achieve the desired operational process improvements, along with improved customer service and fulfillment of existing and pending regulatory requirements. If the City does not actively pursue the software implementation, the City will forego the opportunity to utilize the enhanced customer services, capture operational efficiencies and struggle to meet evolving regulatory requirements. The utilization of Siemens products and services will not result in any significant additional operational costs in the short-term and expected to lower meter reading costs in the longer-term.

ECONOMIC/FISCAL IMPACT:

The cost of services in the Siemens Agreement for Services is not to exceed $1,313,645. The cost of travel in the Siemens Agreement for Services is not to exceed $291,732. The cost for the associated eMeter Software License and Maintenance Agreement for two years is not to exceed $133,733. Total not-to-exceed costs for both agreements is $1,739,110. Funding for these services is available in the utility enterprise Capital Improvement Budget: Implementation of Advanced Metering Infrastructure, account 591-1313-80300-2111-(F)39700.

RECOMMENDATION:

That the Council approve, and authorize the City Manager to execute, an Agreement for Services with Siemens Energy, Incorporated, in an amount not to exceed $1,605,377.00, and a Software License and Maintenance Agreement with eMeter Corporation, in an amount not to exceed $133,733.00, for the Purchase and Implementation of a Meter Data Management Software System.

John C Roukema

John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds: OK SZ
591-1313-80300-2111 $1,739,110.00

U. Chok

Uma Chokkalingam
Acting Director of Finance
MAJORITY VOTE OF COUNCIL

APPROVED:

Jennifer Sparacino

Jennifer Sparacino
City Manager

Documents Related to this Report:

1) ***Agreement for Services with Siemens Energy, Incorporated***
2) ***Software License and Maintenance Agreement with eMeter Corporation***

CITY OF SANTA CLARA

AGENDA MATERIAL ROUTE SHEET

Council Date: August 18, 2009

SUBJECT: Approval of an Agreement for Services with Siemens Energy, Incorporated and a Software License and Maintenance Agreement with eMeter Corporation for the Purchase and Implementation of a Meter Data Management Software System

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published ___ time(s) at least ___ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____, 2009.

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:
Title _____ *U.S.C. §* _____
(Titles run 1 through 50)

California Codes:
Code _____ *§* _____
(i.e., Government, Street and Highway, Public Resources)

Federal Regulations:
Title _____ *C.F.R. §* _____
(Titles run 1 through 50)

California Regulations:
Title _____ *California Code of Regulations §* _____
(Titles run 1 through 28)

City
City Charter § _____ *(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)*
City Code § _____

1. As to City Functions, by _____
Department Head

2. As to Legality, by _____
City Attorney's Office/CAO Assignment No 09.0902/09.0903

3. As to Environmental Impact Requirements, by _____
Director of Planning and Inspection

4. As to Substance, by _____
City Manager

Rev.Date 05/05/09

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SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

BY AND BETWEEN

EMETER CORPORATION

AND

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

DATED 08/18/09

SOFTWARE LICENSE AND SUPPORT AGREEMENT

ARTICLE 1: Effective Date

The effective date of this Software License and Maintenance Agreement ("SLMA") is August 18, 2009 ("Effective Date").

ARTICLE 2: PARTIES

A. **Licensee**
The City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

B. **Licensor**
eMeter
eMeter Corporation
One Twin Dolphin Drive
Redwood City, CA 94065

ARTICLE 3: INDUCEMENTS

WHEREAS Licensee has entered into an Agreement for Services with SIEMENS ENERGY, INC. ("Siemens") on August 18, 2009, under which Siemens will provide Licensee with various implementation services for a meter data management system (MDM) using the software provided by Licensor; and

WHEREAS Licensee desires to license certain of Licensor's products and receive maintenance and support for such products;

WHEREAS Siemens has issued a Purchase Order to Licensor under which Licensor has agreed to, among other things, provide to Licensee the license granted hereunder and to provide certain maintenance and support services in respect of the products licensed hereunder in consideration of certain payments to be made by Siemens to Licensor pursuant to the Purchase Order;

WHEREAS Licensee will make payment to Siemens in accordance with the Agreement for Services in consideration for the license granted hereunder by Licensor to Licensee,

NOW THEREFORE, in consideration of the inducements, mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 4: DEFINITIONS

"**Acceptance**" has the meaning given to it in the Scope of Work.

"**Base Price**" means the fee due for the license to use the Licensed Products, excluding any Support Services and the implementation and integration services and Deliverables that are the subject of the Scope of Work.

"Confidential Information" means any information (a) obtained from or through a party hereto by the other party; and/or (b) that relates to the Licensed Products, Deliverables, and/or services contemplated by this SLMA and/or the Scope of Work, that, in the case of (a) through (c), is not generally available to the public. Confidential Information excludes information that the Recipient demonstrates (a) is generally publicly-available other than as a result of a disclosure by Recipient in violation of this SLMA; (b) is in the lawful possession of Recipient prior to disclosure by or on behalf of the Discloser or any of Discloser's Representatives; or (c) was or becomes available to Recipient on a nonconfidential basis prior to its disclosure by or on behalf of Discloser from a third party that to Recipient's knowledge is not bound by a similar duty of confidentiality (contractual, legal, fiduciary, or other).

"**Contract Administrator"** means the representative identified in Exhibit A of this SLMA that is designated by each party to act in matters relating to the revision of contract language, the adjustment of compensation or time, and the resolution of issues regarding the meaning of contract language.

"Deliverables" has the meaning given to it in the Scope of Work.

"**Discloser"** means a party hereto whose Confidential Information is obtained or received by the other party.

"Documentation" means the most current version of the written and/or online manual generally made available to Licensor's customers with respect to the Licensed Product to which it refers.

"Extended Support Services" has the meaning given in Section 9.2 below.

"Force Majeure" means an event outside a parry's control that delays or prevents performance, such as a fire, flood, epidemic, earthquake, explosion or similar event

"**Go Live Date"** means the date on which the Licensee accepts the Licensed Products as configured and implemented on Licensee's systems by Siemens pursuant to the terms of the Scope of Work.

"Indemnified Party" means a party indemnified by the other party.

"Indemnifying Party" means a party indemnifying the other party.

"Initial Support Services" has the meaning given in Section 9.1 below.

"License Termination Breach" means a breach by Licensee of Sections 6.2, 7.2, 7.3, or 16.2, 17.1,17.4,17.5,17.6, or Article 10 or 12, of this SLMA.

"Licensed Product(s)" means the products listed on Exhibit A to this SLMA, as amended from time to time by mutual agreement between the Parties and Siemens.

"**Licensee Works**" means any software, documentation, information, technology or other item that is developed solely by Licensee (including permitted modifications to the Licensed Products and Deliverables).

"Release" means such modifications, improvements and enhancements, to (a) the Licensed Product that eMeter in its discretion incorporates into the Licensed Product and makes generally available to its then-current supported customers at no charge and that are delivered to Licensee by eMeter and (b) the Third Party Software that the Third Party Software manufacturer incorporates into its products and eMeter delivers to Licensee. Releases may include Updates that have been created or otherwise distributed by eMeter to Licensee in the period since the last Release. Releases are identified by the first digit of a two digit code following the name of the Licensed Product eMeter may, in its discretion, identify Releases by increasing the number on the left side of the decimal point in a Licensed Product version numbering (e.g., "Version **X**.Y"). A Release does not include a new product or module unless such product or module is a Licensed Product on the date hereof or added as a Licensed Product by amending Exhibit A hereto subsequent to the date hereof.

"Object Code" means the binary machine-readable version of computer software.

"Open Source" means any software code that (a) is distributed as free software, open source software, shareware (e.g., Linux), or under similar licensing or distribution models; or (b) is otherwise subject to a requirement that it be redistributed or a condition that software used with it be deemed freely distributable. Open Source includes, but is not limited to, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU's General Public License or Lesser/Library General Public License; (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License(s); (4) the Netscape Public License; (5) the Berkeley Software Design ("BSD") license, including Free BSD or BSD-style license; (6) the Sun Community Source License; (7) an Open Source Foundation License (e.g., CDE and Motif UNIX user interfaces); (8) the Apache Server license; and (9) any other licenses listed at <www.opensource.org/licenses>.

"Organic Population Growth" means, with respect to any geographic region, a gradual increase in the population, or energy usage of such region, caused by an increase in new residential or commercial construction or similar development that is reasonably foreseeable, taking into account the characteristics and use of such region as of the Effective Date, which growth results in an increase in the meter count served by Licensee. Organic Population Growth does not include any significant construction program that results in an atypical, unanticipated energy increase for such region.

"Purchase Order" means the agreement between Licensor and Siemens under which Licensor will provide certain services to Siemens in association with this Agreement

"**Recipient**" means a party hereto that obtains or receives Confidential Information of the other party.

"Representatives" means, with respect to a party, its directors, officers, employees, and the agents, consultants, advisors, or other representatives specified in Exhibit A hereto.

"**Service Levels"** means the levels of responsiveness that Licensor provides generally to its customers and which current levels are described in Exhibit B to this SLMA.

"Source Code" means computer software in printed or electronic form mat is human-readable.

"Source Code Escrow Package" means a copy of the Source Code and Object Code of the Licensed Product(s) and Documentation in the most current generally commercially-available version, to which Licensee has been granted a license hereunder.

"**Specifications**" means the technical, functional and other specifications for the Licensed Products or any Deliverable that are expressly identified as such by Licensor.

"**Subcontractor**" means a third party with which Licensor or Siemens has a written agreement ("Subcontract") to perform any Support Services under this SLMA and/or any Services under the Scope of Work.

"Support Fees" means the fees for Support Services set forth in the Scope of Work.

"Support Services" means the maintenance and support services that Licensor and Siemens are to provide to Licensee under this SLMA in support of the Licensed Products as set forth in Article 9 of this SLMA, and includes the right to receive then-current Releases and Updates, but excludes the implementation and integration services that are the subject of the Scope of Work.

"Third Party Software" means software owned by any third party.

" Tier 1 Customer Support" means support provided by Siemens to end user operators of the Licensed Product and handling basic user needs and questions such as logging in, performing simple functions, running reports, etc. Tier 1 Customer Support also includes support of customers' system administrators in debugging issues and in conducting general system operations.

"Tier 2 Customer Support" means support provided by Licensor to expert users of the Licensed Products who encounter new or different problems using the software; such support is provided by personnel whose primary responsibility is providing customer support.

"Tier 3 Customer Support" means support provided by Licensor for issues or situations that go beyond the expertise of Tier 2 support personnel and includes participation by product managers, developers, and other senior technical staff with in-depth product expertise. Tier 3 Customer Support also includes receipt, recording, and resolution of all software support issues covered by the software maintenance services in the Scope of Work.

"Update" means bug fixes, work-around solutions and other modifications to the Licensed Product delivered to Licensee by eMeter in accordance with eMeter's maintenance and support policy set forth herein. Updates are designated by the second digit of a two digit code following the name of the Licensed Product (e.g., "Version X.Y" is Update Y of Release X.)

ARTICLE 5: RESPONSIBILITIES OF THE PARTIES

5.1 Licensor. In addition to and accordance with its other responsibilities as set forth in this Agreement, Licensor agrees to provide the following: (i) the licensed software products, (ii) Tier 2 Customer Support, and (iii) Tier 3 Customer Support

5.2 Siemens. In accordance with the Scope of Work between Siemens and the Licensee, Siemens will provide the following and related services: (i) implementation professional services for the licensed software products to configure and install the licensed software products on and at the Licensee's facilities and (ii) Tier 1 Customer Support.

5.3 Licensee. In addition to and accordance with its other responsibilities as set forth in this Agreement, Licensee agrees to provide the following: (i) pay timely its financial obligations under the Scope of Work and (ii) generally reasonably cooperate in the implementation and maintenance of the licensed software products.

ARTICLE 6: LICENSE GRANTS AND LIMITATIONS

6.1 License Grants.

(a) Licensed Product(s). Subject to the provisions of this SLMA as well as the timely payment of all applicable license fees for the term of such license under the Scope of Work, Licensor grants Licensee and Licensee accepts, a limited, nonexclusive, nontransferable license to: (i) use and operate the Licensed Products, solely in Object Code, and solely for Licensee's internal use in the ordinary course of business; and (ii) to use the Documentation and Deliverables solely and as reasonably necessary to further Licensee's use of the Licensed Products as contemplated by this SLMA.

(b) Meter Count. The license in and to the Licensed Products granted in this Article 6 extends to and includes use of the Licensed Products by up to the total number of meters designated in Exhibit A (as amended from time to time (the "Meter Count"). .

(c) Other Users. There is no limitation on the number of Licensee employees who may gain access to the Licensed Products via authorized third party software applications such as CIS or CSS. .

(d) Representatives. The licenses granted hereunder do not include a right to sublicense. Notwithstanding the foregoing, Licensee shall have the right to allow the third party Representatives designated in Exhibit A (as amended from time to time by written agreement) to use the Licensed Products; provided that that Licensee will not be relieved of any duty or liability relating to such use.

(e) Third Party Software. The Licensed Products contain Third Party Software (including certain Open Source software) that Licensor provides on a pass-through, sublicense or open source basis, which Third Party Software may be subject to separate license agreements, as set forth in the Documentation. Licensee agrees to be bound by the terms of any such third party license agreements set forth in the then-current version of the Documentation. The Documentation may be amended from time to time upon Licensor's prior written notice. Licensee may use the Third Party Software, as hereinafter defined, provided by Licensor hereunder pursuant to this SLMA only in conjunction with Licensor's Licensed Products and only in accordance with this SLMA and the Documentation.

(f) Additional Licenses. In the event that Licensee wishes to purchase additional licenses to be granted on the terms and conditions and pricing stated in this SLMA and the Scope of Work for meters in excess of the numbers designated in Exhibit A, Licensee may so indicate in writing to Licensor, which additional licenses Licensor and Siemens will consider in good faith.

6.2 Restrictions and Limitations.

(a) Downloads. Except as otherwise provided herein, Licensee agrees not to download or otherwise create any more copies of the Licensed Products than are required to operate them by the Licensed Product for the Meter Count provided, however, that Licensee may download one copy of such Licensed Products for purposes of backup.

(b) Excluded Uses. Licensee may not (i) sublicense, distribute, pledge, rent, lease, or commercially share (including timeshare) the Licensed Products or Deliverables or provide subscription services to do so, or (ii) use the Licensed Products or Deliverables for purposes of providing a service bureau, including without limitation, providing third-party hosting, or third-party application integration or application service provider-type services, or for any similar services.

(c) No Reverse Engineering. Licensee shall not and shall not permit its authorized users or any third party to, translate, reverse engineer, decompile, recompile, disassemble, update, or modify all or any part of the Licensed Products or Deliverables, or merge the Licensed Products or Deliverables into any other software or system, except as contemplated by the Scope of Work.

(d) No Export. Licensee shall not export the Licensed Products outside of the United States without Licensor's prior written permission, which Licensor Licensor shall not unreasonably withhold or deny.

(e) Open Source. If either party uses Open Source in conjunction with the Licensed Products, such party shall ensure that its use of Open Source does not (i) create, or purport to create, obligations of use with respect to the other party's software; or (ii) grant, or purport to grant, to any third party any rights to such other party's intellectual property. Without limiting the generality of the foregoing, neither party shall combine the Licensed Products with

programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Licensed Products or any Deliverables to become subject to the terms of the GPL.

(f) Third Party Access. The licenses Licensor grants to Licensee pursuant to this Article 6 are limited to use by Licensee's employees and permitted Representatives. Licensee shall not allow any third party except permitted third party Representatives to have access to the Licensed Products, Documentation or Deliverables without Licensor's prior written consent

(g) Third Party Software. Licensee must not publish the results of any benchmark study test that is run on the Third Party Software and shall have no right to bring claims directly against Third Part Software providers.

ARTICLE 7: OWNERSHIP; MARKINGS; GOVERNMENT CONTRACTS

7.1 Title and Retention of Rights. As between Licensor and Licensee, Licensor shall own all rights, title, and interest in the Licensed Products and Documentation. Other ownership rights regarding Licensee and Siemens are set forth in the Scope of Work. Neither party will have any right title, or interest in any Third Party Software, except to the extent granted to such party by the applicable third party or sublicensed to such party hereunder.

7.2 Proprietary Markings. Licensee shall preserve all Licensor and third party copyright notices and other proprietary markings any time it downloads or otherwise copies the Licensed Products and Documentation.

7.3 Government Contracts. Each Licensed Product and Deliverable and the Documentation constitute a "commercial item," "commercial computer software" and/or "commercial computer software documentation" as defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or subsequent citation. Accordingly, in the event that Licensee acts as an agency of the US Government or uses a Licensed Product, the Deliverables or the Documentation on behalf of the US Government, then, consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of such Licensed Product(s), Deliverables or the Documentation by or for the US Government will be governed solely by the terms of this SLMA and prohibited except to the extent expressly permitted by the terms of this SLMA.

ARTICLE 8: DELIVERY AND ACCEPTANCE

8.1 Delivery. Upon execution of this SLMA by the parties and payment in full to Siemens of all license fees due for the Licensed Products as set forth in the Scope of Work, Licensor will make the Licensed Products and Documentation available for the Licensee's download from Licensor's website.

8.2 Acceptance. The procedures for Licensee's Acceptance of the Licensed Products and Deliverables are as set forth in the Scope of Work.

ARTICLE 9: SUPPORT SERVICES

9.1 Initial Support Services. Commencing on the delivery date set forth in Section 8.1 above, Licensor will provide Support Services to Licensee for a period of 365 days (the "Initial Support Period"), subject to payment of the Support Fees to Siemens as set forth in the Scope of Work.

9.2 Extended Support Services. On the anniversary of the delivery date set forth in Section 8.1 above (i.e., upon expiration of the Initial Support Period), Support Services will automatically continue for subsequent 365-day periods (each such period, an "Extended Support Period") at an annual fee as set forth in the Scope of Work, unless Licensee notifies Siemens in writing of Licensee's intention not to continue Support Services no later than forty-five (45) days before any anniversary of the delivery date set forth in Section 8.1 above and/or fails to pay Siemens' invoice for such Extended Support Period within thirty (30) days of the date of such invoice.

9.3 Effect of Support Discontinuation. Licensee's license to use the Licensed Products, Deliverables and Documentation under this SLMA will not terminate merely because Licensee, at any time, discontinues Support Services, provided that Licensor shall have no obligations under this Article 9 upon such discontinuation.

9.4 Service Levels. The Service Levels shall be subject to change from time to time with reasonable advance notice to Licensee. Licensor's obligation to provide Support Services at its then-current Service Levels is subject to Licensee's providing 24x7 direct VPN access for Licensor support staff on Licensee's systems.

9.5 Scope of Support Services. Subject to the timely payment of all Support Fees to Siemens, Licensor will provide Support Services for the current and previous two Releases of the Licensed Product (for such previous Releases for Severity 1 and Severity 2 issues). Support is only provided for the most current Update for each Release. Upon payment by Licensee of the Support Fees, the most current Releases that are then generally available shall be deemed Licensed Products, and all references to Licensed Products in this SLMA and the Scope of Work shall be deemed to include the Release. Siemens will provide Tier 1 Customer Support Services, and Licensor will provided Tier 2 and Tier 3 Customer Support Services. These services are specified defined above and described in further detail in Exhibit B, which may be changed by Licensor from time-to-time upon written notice to Licensee. Licensor and Siemens shall have no obligation to provide Support Services for adaptations or derivative works of the Licensed Product unless agreed in writing.

9.6 Content and Control of Support Services. Support Services include, subject to Licensor's then-current standard terms: (a) the right to receive all Releases and Updates at no additional cost; (b) a direct response (by email, telephone or otherwise, in Licensor's discretion) to Licensee's Contract Administrator with respect to inquiries concerning the performance, functionality, operation of or deficiencies in the Licensed Products; and (c) commercially reasonable efforts to resolve problems or performance deficiencies of the Licensed Products according to the Service Levels. Licensor will have the sole right to control and directly supervise the method, manner and details of the Support Services.

ARTICLE 10: RECORDS AND RIGHTS TO AUDIT

10.1 Periodic Accounting Reports. Within the first month following the end of each calendar quarter, Licensee shall generate a report that documents Licensee's Meter Count as of the last day of such quarter. Licensee shall furnish such report to Siemens upon request. If the Meter Count provided by the report is greater than the number covered by the then-current version of Exhibit A, then Licensee shall report the current count to Siemens, the parties shall execute an Exhibit A addendum as provided in Section 6.1(f) above, and Siemens will invoice Licensee for, and Licensee shall pay, the appropriate amount.

10.2 Audit of Books and Records. Licensee shall maintain at its principal place of business full, accurate, and complete books of account and records pertaining to this SLMA and the Scope of Work, reflecting the Meter Count, and such other sufficiently detailed information as may be reasonably required to permit the written reports provided for in this SLMA and the Scope of Work to be made and the additional license fees payable thereunder, if any, to be determined. Licensee shall make such books and records open to inspection and audit during usual business hours, from time to time, upon reasonable advance notice, by Licensor or Licensor's designated representatives or independent auditors, who shall be entitled to copy extracts therefrom. Licensor's right to audit includes any of Licensee's records reflecting information either provided to or maintained for any regulatory agencies or authorities or industry associations pertaining to the Licensed Products and/or Deliverables. Such books and records are to be maintained for at least three (3) years after the period to which they pertain or until any dispute to which they pertain is finally resolved, whichever period is longer. Licensee shall cause its appropriate employees and agents to cooperate with Licensor in connection with such audits.

10.3 Costs. In the event that Licensor requests an audit of Licensee's books and records, Licensor will bear all audit expenses; provided, however, that should such audit reveal a deficiency in the fees paid by Licensee of greater than five percent (5%) in any calendar quarter, then Licensee will bear the entire cost of the audit and shall promptly pay Siemens any amounts shown to be due.

10.4 Facilities Inspections. Licensor has the right at any time during normal business hours, upon reasonable advance notice, to visit and inspect Licensee's facilities, and all operations by Licensee conducted in connection with this SLMA and/or the Scope of Work, and all equipment and materials (including but not limited to the Licensed Products and Deliverables) utilized by Licensee in so doing. Licensee shall cause its appropriate employees and agents to cooperate with Licensor and to provide reasonable assistance to Licensor in connection with such facilities inspections.

ARTICLE 11: LIABILITY

11.1 Disclaimer of Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS SLMA FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS SLMA OR THE OPERATION OR USE OF THE LICENSED PRODUCTS. DOCUMENTATION, SUPPORT SERVICES, OR DELIVERABLES, INCLUDING SUCH DAMAGES, WITHOUT LIMITATION. AS MAY ARISE FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, AND DAMAGE TO EQUIPMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Limitation of Liability NOTWITHSTANDING ANY OTHER PROVISION OF THIS SLMA, NEITHER PARTY'S LIABILITIES UNDER THIS SLMA, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL EXCEED DIRECT DAMAGES, IN THE CASE OF CLIENT, EQUAL TO THE AMOUNT DUE FROM CLIENT TO SIEMENS IN THE EIGHTEEN (18) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM, AND, IN THE CASE OF EMETER, THE AMOUNT ACTUALLY PAID BY CLIENT TO SIEMENS IN THE EIGHTEEN (18) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM. THE FOREGOING SENTENCE SHALL NOT APPLY WITH RESPECT TO LIABILITY ARISING OUT OF, RESULTING FROM OR RELATING TO EITHER PARTY'S OBLIGATIONS UNDER ARTICLE 12 (CONFIDENTIALITY) AND ARTICLE 16 (INDEMNIFICATION).

ARTICLE 12: CONFIDENTIALITY

12.1 Obligation to Maintain Confidentiality. During and after the term of this SLMA, Recipient shall, and shall cause each of its Representatives to, keep the Confidential Information confidential. Without limiting the generality of the previous sentence. Recipient shall not, and shall cause its Representatives not to (a) disclose any of the Confidential Information, except (i) with the prior written consent of Discloser's Contract Administrator or (ii) as otherwise expressly permitted by the terms of this SLMA or the Scope of Work; or (b) use any of the Confidential Information in any way detrimental to Discloser. Licensee shall be responsible for any act or omission of its Representatives, and Licensor shall be responsible for any act or omission of its Subcontractors, in violation of this SLMA or the Scope of Work. If reasonably requested, Licensee agrees to require its Representatives who will have access to Licensor's Confidential Information, and Licensor agrees to requires its Subcontractors who will have access to Licensee's information, to execute a nondisclosure agreement prior to gaining access to any Confidential Information.

12.2 Unauthorized Use. Recipient shall promptly notify Discloser in writing with respect to any unauthorized use or disclosure of the Confidential Information of which it becomes aware and shall assist Discloser in remedying such unauthorized use or disclosure. Any such assistance or acceptance of the assistanc shall not constitute a waiver of any rights of Discloser to recover for a breach of this Article 12.

12.3 Permitted Disclosees. Recipient may disclose Confidential Information to only those of its Representatives who (a) require the Confidential Information (but to the extent practicable, only the part that is required) and (b) are informed in writing by Recipient of the confidential nature of the Confidential Information.

12.4 Compelled Disclosures. If Recipient or any of its Representatives becomes legally compelled or is required in any case by a governmental authority or law to make any disclosure of Confidential Information, Recipient shall: (a) notify Discloser in writing as soon as reasonably practicable; (b) consult with Discloser in its attempt to obtain an injunction or other appropriate remedy to prevent such disclosure; and (c) use its best efforts to make appropriate legal objections to the disclosure of Confidential Information and/or obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information that is disclosed. Subject to the foregoing. Recipient or the applicable Representative may furnish that portion (and only that portion) of the Confidential Information that Recipient or the Representative is legally compelled or otherwise required to disclose.

12.5 Injunctive Relief. Recipient acknowledges and agrees that, because an award of money damages is inadequate for any breach of this Article 12 by Recipient or any of its Representatives, and any such breach will cause Discloser irreparable harm, in the event of any such breach or threatened breach, Discloser is entitled to equitable relief, including injunctive relief and specific performance.

ARTICLE 13: TERM AND TERMINATION

13.1 Term.

(a) Agreement Term. This SLMA will become effective upon execution by the parties and will continue in effect thereafter unless and until terminated in accordance with this Article 13.

(b) License(s) Term. If Licensee has paid in full all license fees due under the Scope of Work, then the licenses granted hereunder will continue in effect regardless of any termination of this SLMA, except a termination for a License Termination Breach.

13.2 Termination for Breach. If a party materially breaches this SLMA and such breach remains uncured for thirty (30) days after receipt of written notice from the nonbreaching party requesting cure of the breach, the nonbreaching party may terminate this SLMA with immediate effect by written notice to the breaching party, provided that the license granted hereunder, and all surviving provisions, shall continue in effect except in the event of a License Termination Breach.

13.3 Other Terminations. If either party files a petition in bankruptcy (or is the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days after the effective filing date thereof); or is or becomes insolvent; or admits of a general inability to pay its debts as they become due; then the other party will have the right to terminate this SLMA effective upon notice from the other party. Notwithstanding the foregoing, in the event of Licensor's bankruptcy pursuant to the United States Bankruptcy Act ("USBA"), and an attendant rejection of this SLMA or any license or assignment granted hereunder or thereunder pursuant to USBA Section 365, the parties intend that the provisions of the USBA will apply, and Licensee will be entitled to retain possession of all "Embodiments of Intellectual Property" as defined by applicable law that Licensor delivers to Licensee under this SLMA, and, to the extent permitted by law, retain the license rights granted thereunder, subject to: (a) any payment obligations hereunder; and (b) Licensor's rights in the Licensed Products, Documentation, and Deliverables.

13.4 Effects of Termination. Upon termination or expiration of this SLMA for any reason: (a) the parties shall comply with their respective post-termination obligations, if any, as set forth herein and in the Scope of Work; and (b) in the event of a License Termination Breach, Licensee shall deliver to Licensor (or, at Licensee's option with Licensor's consent, destroy and provide Licensor with a certificate signed by an executive officer of Licensee attesting to the destruction of) all copies (including backup or archival copies) of the Licensed Products, Documentation, and Deliverables remaining in the possession of Licensee or any third party that acquired any such copy through Licensee. As set forth in Section 9.3 above, an election by Licensee to terminate Support Services shall not constitute a termination of this SLMA or the Scope of Work. Licensee's right to use the Licensed Products and Deliverables will continue in perpetuity unless this SLMA or the Scope of Work is terminated for a License Termination Breach.

ARTICLE 14: SOURCE CODE ESCROW

14.1 Delivery of Source Code into Escrow. Concurrently with the execution of this SLMA and the Scope of Work, Licensor shall name and retain Licensee as a beneficiary under eMeter's established software escrow agreement, a copy of which is attached hereto as Exhibit C (the "Escrow Agreement"). ~~→SIEMENS PLEASE PROVIDE THIS EXHIBIT – IT IS MISSING←~~

14.2 Delivery of New Source Code into Escrow. When and if, from time to time during a paid Support Period (Initial or Extended), Licensor provides Licensee with an Release to the Licensed Product(s), Licensor shall within a reasonable time thereafter deposit the Release. For the avoidance of doubt, eMeter shall not deliver into escrow any source code with respect to Third Party Software.

14.3 Escrow Fees. Licensee will bear all fees and expenses charged by the escrow agent with respect to Licensee's right to access the escrow account. Licensor will not be required to reimburse Licensee for any such fees, expenses, or other charges billed to Licensee by the escrow agent, except as may be otherwise expressly agreed in writing by Licensor.

14.4 Release Events for Source Code Escrow Package. The Source Code Escrow Package release events and procedures shall be as set forth in the Escrow Agreement.

ARTICLE 15: REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1 Mutual Representations. Each party represents to the other that it: (a) has full right, power, and authority to enter into this SLMA; (b) has taken all necessary action to authorize this SLMA; (c) is a corporation or other entity duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation or other formation; and (d) is duly qualified and authorized to do business wherever the nature of its activities or properties requires such qualification or authorization.

15.2 Licensor Representations and Warranties. Licensor further represents and warrants as follows:

(a) Licensed Products Warranty. Commencing on the Go Live Date , and for a period of ninety (90) days thereafter, the Licensed Products (when used in the operating environment specified in the Documentation) will perform substantially in accordance with the Specifications applicable thereto in all material respects. Commencing on the final Acceptance under the Scope of Work, and for a period of ninety (90) days thereafter, the Deliverables (when used in an operating environment specified in the Documentation) will perform substantially in accordance with the Specifications applicable thereto in all material respects. Licensor does not warrant that the performance of the Licensed Products or Deliverables will be uninterrupted or error free. Licensor shall make reasonable efforts to correct any reproducible errors in the Licensed Products or Deliverables that cause them to fail to perform substantially in accordance with this limited warranty provided that Licensee reports such errors in writing during the applicable warranty period. THE PROVISION OF SUCH CORRECTIONS BY EMETER IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY STATED IN THIS SECTION 15.2(a).

(b) Exceptions to Limited Warranty. The limited warranty stated in Section 15.2(a) shall not apply to any error or deficiency in the Licensed Products or

Deliverables that Licensor reasonably determines was caused by (i) Licensee's or its contractor's modifications; (ii) operation of software other than the Licensed Products or Deliverables (for example, an operating system or database software or plug-ins provided by Licensee or provided by any third party to Licensee) or any hardware or other equipment used by Licensee; (iii) use of the Licensed Products or Deliverables in conjunction with Licensee data that does not conform with the format of data as specified in the Documentation; or (iv) Licensee misuse of the Licensed Products or Deliverables. In the event that Licensor provides error correction services and, in doing so, reasonably determines that the error was not caused by the Licensed Products or Deliverables, Licensor will be entitled to charge, and Licensee shall pay, for the time and materials expended at Licensor's then-standard commercial rates.

(c) Licensor Services Limited Warranty. Licensor warrants for ninety (90) days after the performance of any Support Services under this SLMA, , that it will perform such services in a good and workmanlike manner, in accordance with generally-accepted industry standards. Licensor shall re-perform the relevant services or, in Licensor's sole discretion, refund to Licensee the pro rata portion of the fees paid by Licensee under the Scope of Work allocable to the nonconforming services, provided that Licensee reports the applicable non-conformity of the services during the applicable warranty period. SUCH RE-PERFORMANCE OR REFUND BY LICENSOR IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY STATED IN THIS SECTION 15.2(c).

15.3 Third Party Software Warranty. Third Party Software is warranted on a pass-through basis in the same manner and for the same period and extent provided by the original software manufacturer.

15.4 Intellectual Property Representation.

(a) Licensor's Intellectual Property. Licensor represents and warrants that, as of the Effective Date (for the Licensed Products) and as of the Acceptance (for any Deliverables), neither the Licensed Products nor the Deliverables, nor the use thereof by Licensee, infringes or violates, in the United States, any third party's copyrights, patents, trademarks, trade secrets or other intellectual property rights.

(b) Licensee's Intellectual Property. Licensee represents and warrants that, as of the date it gives Licensor access to any Licensee Works, neither the Licensee Works nor the use thereof by Licensor infringes or violates, in the United States, any third party's copyrights, patents, trademarks, trade secrets or other intellectual property rights.

15.5 Disclaimers.

(a) Provided As Is. EXCEPT AS SPECIFIED IN THIS ARTICLE 15, THE LICENSED PRODUCTS. DOCUMENTATION, AND SUPPORT SERVICES PROVIDED UNDER THIS SLMA ARE PROVIDED "AS IS".

(b) Excluded Warranties. EXCEPT AS SPECIFIED IN THIS ARTICLE 15, ALL EXPRESS, IMPLIED, STATUTORY, OR OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE. OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EXCEPT AS SPECIFIED IN THIS ARTICLE 15,

NO WARRANTY IS MADE (i) THAT THE LICENSED PRODUCT(S), SUPPORT SERVICES. AND THE DELIVERABLES WILL MEET LICENSEE'S REQUIREMENTS, OR (ii) THAT THE LICENSED PRODUCTS AND DELIVERABLES WILL OPERATE WITHOUT ERRORS OR INTERRUPTIONS.

(c) No Licensee Changes. Neither Licensee nor any of its representatives is authorized to make any modifications, extensions or additions to this warranty.

(d) Third Party Services. Licensor disclaims all warranties in respect of, and in no case will be liable for, any services provided by third party vendors, developers, or consultants except Subcontractors.

ARTICLE 16: INDEMNIFICATION

16.1 Indemnification. Licensor shall indemnify Licensee and defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon, arises out of, or relates to: (a) a breach of Licensor's representation and warranty set forth in Section 15.4(a); (b) an act or omission of any Subcontractor of Licensor. Licensor will pay all reasonable costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

16.2 Licensee Indemnity. Licensee shall indemnify Licensor and defend at its own expense any action against Licensor brought by a third party to the extent that the action is based upon, arises out of, or relates to: (a) a breach of the representation and warranty set forth in Section 15.4(b); or (b) an act or omission of any third party Representative. Licensee will pay all reasonable costs and damages finally awarded against Licensor in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

16.3 Confidentiality Indemnity. Recipient shall indemnify and defend Discloser against all Losses arising out of or relating to any violation of Article 12 of this SLMA.

16.4 Conditions. The Indemnifying Party's obligations under this Article 16 are conditioned on (a) the Indemnified Party notifying the Indemnifying Party promptly (but in no event more than ten (10) days after the Indemnified Party becomes aware of an applicable action) in writing of such action, (b) the Indemnified Party giving the Indemnifying Party sole control of the defense thereof and any related settlement negotiations, and (c) the Indemnified Party cooperating with the Indemnifying Party in such defense (including, without limitation, by making available to the Indemnifying Party all documents and information in the Indemnified Party's possession or control that are relevant to the action, and by making the Indemnified Party's personnel available to testify or consult with the Indemnifying Party or the Indemnifying Party's attorneys in connection with such defense).

16.5 Infringement by Licensed Products or Deliverables. If a Licensed Product or Deliverable becomes or in Licensor's opinion is likely to become the subject of an infringement or misappropriation claim, Licensor may, at its option and expense, either (a) procure for Licensee the right to continue using the relevant Licensed Product or Deliverable, (b) replace or modify the relevant Licensed Product or Deliverable so that it becomes non-infringing, or (c) if neither (a) nor (b) is commercially feasible, terminate Licensee's right to use the relevant Licensed Product or Deliverable and give Licensee a refund

or credit for the license fees actually paid for the infringing component(s) thereof, less a reasonable allowance for the period of time Licensee has used that Licensed Product or Deliverable.

16.6 Exclusions.

(a) Limitation's on Licensor's Obligations. Notwithstanding Section 16.1, Licensor will have no indemnification obligation to the extent a claim is based upon (i) any use of a Licensed Product or Deliverable not in accordance with this SLMA or the Scope of Work, respectively; (ii) any use of a Licensed Product or Deliverable in combination with the Licensee Works or other products, equipment, software, or data not supplied by Licensor (iii) any use of any release of a Licensed Product other than the most current release made available to Licensee; (iv) any modification of a Licensed Product or Deliverable made by (A) any person other than Licensor, or (B) Licensor based upon, or to comply with, designs, specifications, or other information provided by or at the direction of Licensee or its providers; or (v) the willful misconduct or the negligent act or omission of Licensee.

(b) Limitations on Licensee's Obligations. Notwithstanding Section 16.2, Licensee will have no indemnification obligation to the extent a claim is based upon (a) any use of a Licensee Work not in accordance with this SLMA or the Scope of Work, respectively; (b) any use of a Licensee Work in combination with the Licensed Product or deliverables or other products, equipment, software, or data not supplied by Licensee; (c) any modification of a Licensee Work made by any person other than Licensee; or (e) the willful misconduct or the negligent act or omission of Licensor.

16.7 Entire Liability. This Article 16 states the Indemnifying Party's entire liability and the Indemnified Party's sole and exclusive remedy for infringement and misappropriation claims and actions.

16.8 Assumption of Defense. If the Indemnifying Party fails to assume the defense of any actual or threatened action covered by this Article 16 within the earlier of (a) any deadline established by a third party in a written demand or by a court, or (b) thirty (30) days after notice of the claim, the Indemnified Party may follow such course of action as it reasonably deems necessary to protect its interest and shall be indemnified for all costs reasonably incurred in such course of action; provided, however, that the Indemnified Party shall not settle a claim without the consent of the Indemnifying Party, which shall not be unreasonably withheld.

ARTICLE 17: GENERAL PROVISIONS

17.1 Covenant of Cooperation and Good Faith. The parties covenant to cooperate timely and diligently, with due consideration of the goals, objectives and purposes of this SLMA and all exhibits and attachments hereto, to facilitate the performance of their respective duties and obligations in a commercially-reasonable manner. Further, the parties agree to deal and negotiate with each other in good faith in the execution and implementation of their duties and obligations hereunder.

17.2 Independent Contractor Relationship. The parties will act as and be deemed to be independent contractors. Neither party nor any of its employees will act as, nor be deemed to be, an agent or employee of the other party.

17.3 Further Assurances. Licensee will render all customary and reasonable assistance to Licensor, at Licensor's expense, including, without limitation, execution and delivery of any documents reasonably requested by Licensor to secure, perfect, register and enforce all of Licensor's intellectual property rights in and to the Licensed Products, Documentation, and Deliverables, and to carry out the intent of this SLMA.

17.4 Assignment and Delegation.

(a) Assignment. Licensor may assign its rights under this SLMA to any purchaser of all or substantially all of Licensor's assets. Except as aforesaid, neither party shall assign, transfer or otherwise dispose of any of its rights, obligations or duties under this SLMA without the prior written approval of the other party, which shall not be unreasonably withheld or delayed. A change of control of Licensee will be deemed an assignment that is subject to this Section 17.4(a). Any other assignment or transfer made without the express consent of the nonassigning party will be null and void.

(b) Delegation. Licensor may subcontract for, or otherwise use third parties to perform any portion of, the Support Services under this SLMA, without the prior written approval of Licensee; provided, however, that Licensor will not be relieved of any duty or liability relating to such services by reason of such subcontracting.

17.5 Compliance with Laws. The parties will comply with federal, state, and local laws that may affect their respective performances under this SLMA. In the event that Licensor permits Licensee to export the Licensed Products pursuant to Section 6.2(d) of this SLMA, Licensee shall comply with all export control laws.

17.6 Safety and Security. Each party agrees, at all times while this SLMA remains in effect, to abide by all reasonable standards, guidelines, and procedures conveyed to such party in writing by the other party pertaining to the security and protection of software, information or computer systems or equipment

17.7 Governing Law and Venue. The laws of the State of California, excepting any conflicts of laws provisions that would require the application of another jurisdiction's laws, govern this SLMA and the Scope of Work and any disputes that arise out of or are related to this SLMA and/or the Scope of Work. The parties agree that neither this SLMA nor the Scope of Work are contracts for the sale of goods; therefore, this SLMA and the Scope of Work are not to be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act, or any references to the United National Convention on Contracts for the International Sale of Goods. The parties hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting (or having jurisdiction over any entity with a principal place of business) in Santa Clara County, California for the purpose of any action that arises out of or relates to this SLMA or the Scope of Work brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this SLMA or the Scope of Work may not be enforced in or by any of the courts identified herein.

17.8 Entire Agreement This SLMA (including all exhibits, attachments, addenda, and schedules to this SLMA) constitutes the entire agreement between the parties and all prior

statements, representations, writings, negotiations, undertakings, understandings and agreements between the parties relating to the subject matter of this SLMA are superseded hereby.

17.9 Force Majeure. Changes in the scope of any services, unforeseeable changing conditions of law, unforeseeable and unreasonable schedule delays, or other events beyond Licensor's reasonable control, including Force Majeure events, may require contract price and/or date of performance revisions to be agreed upon by both parties. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, including without limitation: (a) any Force Majeure; or (b) to the extent due to failure of any third party (other than Licensor's Subcontractors hereunder) to provide software or support that is needed to carry out any Services. The party affected by an event described in this Section 17.9 shall use its reasonable efforts to minimize the delays caused by such events. Each party shall notify the other in writing as promptly as practicable of the occurrence of a Force Majeure event hereunder.

17.10 Non-Waiver of Rights. Waiver by either party of any breach of this SLMA or the Scope of Work, or the failure of either party, at any time, to enforce any of the provisions of this SLMA or the Scope of Work, will not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with the same or other articles or provisions.

17.11 Survival. No termination, cancellation or expiration of this SLMA or the Scope of Work, in whole or in part, will be deemed to relieve the parties of any obligations relating to this SLMA that, by their nature, survive, including, but not limited to, the provisions of Articles 6 (License Grants and Limitations), 7 (Ownership; Markings; Government Contracts), 11 (Liability), 12 (Confidentiality), 15 (Representations. Warranties and Covenants), 16 (Indemnification), and 17 (General Provisions).

17.12 Severability. In the event any provision of this SLMA is held to be void, unlawful or otherwise unenforceable, that provision is to be severed from the remainder of the SLMA and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the SLMA, as so modified, will continue to be in full force and effect

17.13 Publicity. Licensor shall have the right to issue a press release regarding this SLMA upon the prior written approval of Licensee, which shall not be unreasonably withheld or delayed. No other information relative to this SLMA will be released for publication, advertising or any other purpose without the prior written approval of Licensee. Licensor is expressly prohibited from using Licensee's name in any publication or advertising without the prior approval of Licensee, which shall not be unreasonably withheld.

17.14 Binding on Successors and Assigns. This SLMA will inure to the benefit of and be binding upon the undersigned parties, and their respective legal representatives, and permitted successors and assigns.

17.15 Third Party Beneficiaries. Except as expressly provided herein, this SLMA is entered into solely between, and may be enforced only by, Licensor and Licensee. Except with respect to Oracle Corporation and Siemens, which shall be third party beneficiaries to this SLMA, this SLMA is not to be deemed to create any rights or causes of action in or on behalf of

any third parties, including without limitation, employees, vendors and customers of a party, or to create any obligations of a party to any such third parties.

17.16 Notices. All notices required by law or under the terms of this SLMA will be given writing by overnight courier, hand delivery, or registered or certified mail (return receipt requested), to the Contract Administrator of the other party at the address in Exhibit A of this SLMA. In the case of overnight courier or certified or registered mail, the receiving party shall consider such notices given when sent (shipping or postage prepaid). Either party may change its address or Contract Administrator by a notice to the other party in the manner set forth in this Section 17.16.

17.17 Headings. The headings of the various provisions of this SLMA are for convenience of reference only and will have no significance in the interpretation or construction of this SLMA.

17.18 Conflicting Terms. In the event of any conflict between the provisions of this SLMA and any other documents attached hereto and/or incorporated herein by reference, this SLMA (as amended from time to time) shall govern.

17.19 Amendments, Modifications, or Supplements. This SLMA may not be amended, modified, or supplemented, in whole or in part, except by a writing executed by duly authorized representatives of both parties.

17.20 Duty to Mitigate. Each party has a duty to mitigate the damages that would otherwise be recoverable from the other party pursuant to this SLMA and all exhibits and attachments hereto and thereto by taking appropriate and reasonable actions to reduce or limit the amount of such damages.

17.21 No Construction against Drafter. The parties agree that any principle of construction or rule of law that provides that an agreement is to be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement will not apply to the terms and conditions of this SLMA.

17.22 Counterparts. This SLMA (and, where appropriate, any other exhibit, attachment, addendum, or schedule hereto) may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument

The parties have signed this SLMA acknowledging their agreement to its provisions as of the Effective Date.

eMeter Corporation

By: Larsh Johnson

Title: President

"Licensor"

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

HELENE L. LEICHTER
City Attorney

JENNIFER SPARACINO
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

"Licensee"

EXHIBIT A

PRODUCT SCHEDULE

ORDERED PRODUCTS:

The following software programs shall be deemed Licensed Products under the SLMA and are included in the original software license purchase.

LICENSED PRODUCTS

EnergyIP Core System

Application Modules:
VEE
Advanced Billing
Aggregation
Remote Disconnect/Connect

Adapter and Importers:
Data Importer - Itron MVRS
Data Importer - Itron MV90
AMI Adapter – to be determined

The Base Price includes the right to use the Licensed Products for 88,000 meters (plus any increase in the number of meters Licensee serves due to Organic Population Growth).

Authorized Third Party Representatives:
None

Contract Administrators:

CONTRACT ADMINISTRATOR FOR **Licensee**:
Larry Owens
1500 Warburton Avenue
Santa Clara, CA 94040
PHONE: (408) 615-6644
FAX: (408) 249-0217
EMAIL: lowens@svpower.com

CONTRACT ADMINISTRATOR FOR **EMETER**:
Elisa W. Smith
2215 Bridgepointe Parkway; Suite 300
San Mateo, CA 94404
PHONE: (650) 227-7770
FAX: (650) 227-7771
EMAIL: elisa@emeter.com

EXHIBIT B

MAINTENANCE SERVICE LEVELS

To provide timely response to support issues as well as a constructive resolution, eMeter has established the following support guidelines. These goals are not to be interpreted as a guarantee for response and/or resolution but should serve as a guideline for eMeter's working relationship.

Severity	Issue Impact/Description	Initial Contact	Target Response
1	Catastrophic Failure - all work has halted or a work stoppage is imminent. The application system is unavailable or unusable.	1 Hour	4 Hours
2	Application Inoperable/Data Corrupted - an application in the system is not working or has limited capability and the problem significantly impacts the customer. Or, data is being corrupted and work must be stopped to avoid further corruption/loss of data.	1 Hour	8 Hours
3	Feature not working as documented - application has issues that can impact customer but that do not stop customer from performing daily business. Or, issues for which there is a reasonable workaround.	8 Hours	1 week
4	Informational Question/Cosmetic Issue - problem/question with day-to-day operational issues, cosmetic problem with user interface, error in documentation	3 Business Days	10 Business Days
5	Enhancement Request - request from customer for new features or changes in the functionality of existing features.	10 Business Days	30 Business Days

Licensor tracks issues from the time reported to the time the issue is resolved with priority response given to the highest severity issues. Licensee may also request high priority attention to an issue if it seriously impacts Licensee's business or if eMeter's response time is not satisfactory.

All issues are closed when a resolution or fix is available to eMeter's customers. If Licensee is not satisfied with the resolution, Licensee may request that the issue be re-opened.

EXHIBIT C

ESCROW AGREEMENT



IS2ns

Software Source Code Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiaries is not required to sign the agreement when enrolled, but they are required to sign when a release request is made.
- Beneficiary specific terms and conditions may be required.
- Modi liable Agreement is required
- Services include:
  - Complete client service
  - Dual Vaulting - 2nd Vault Location For all Deposits
  - SafeAccess- 24/7 Account Access
  - FullAccess (Private Web Access 4+B)
  - SafeFTP- 24/7 Internet Deposits
  - Limited Deposit Verification
  - Quarterly Account Status Reports
  - Toll Free Telephone Support (800) 239-3989

Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com

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This Software Source Code Escrow Agreement ("Agreement"), Agreement number 2630, effective as of the date signed by the Depositor ("Effective Date"), is mode and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355 and eMeter Corporation ("Depositor"), located at 2215 Bridgepointe Parkway, Suite 300, San Mateo, California, 94404 and each additional person or entity subscribed hereto as a beneficiary in accordance with the requirements of this Agreement (each a "Beneficiary" and collectively the "Beneficiaries"). In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"Beneficiary Enrollment Form" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B-NS and incorporated herein.

"Description of Escrow Deposit" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"'Escrow Deposit" or *"Deposit"* means the copies of the Source Code deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"Form of Acknowledgement" means the form used by InnovaSafe and pursuant to which a Beneficiary may agree to be bound by the terms of this Agreement both as a covenant and as a condition to the making by such Beneficiary of a release request in accordance with the terms hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Form of Acknowledgement is attached hereto as Exhibit B and incorporated herein.

"License Agreement" means the agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"Replacement" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"Software" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to the License Agreement, and which is generally described in the Description of Escrow Deposit.

"Source Code" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"Update" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. ESCROW DEPOSIT PROCEDURES

2.1 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments or may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

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2.2 Initial, Additional, Duplicate Escrow Deposits : (a) Within thirty (30) days **of** the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under the License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A), (b) Depositor also agrees to deposit with InnovaSafe the Source Code for each Replacement within sixty (60) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A), (c) Depositor shall deliver a duplicate Escrow Deposit (including all Updates) within five (5) days of Receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Escrow Deposit (including all Updates) to replace any previous Escrow Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Escrow Deposits may not be encrypted, except for an Update or Replacement Source Code that is transmitted to InnovaSafe in accordance with Paragraph 2.3. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Escrow Deposit.

2.3 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Escrow Deposit for each Update or Replacement Deposit over the Internet to InnovaSafe's File Transfer Protocol site ("FTP Site"). InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Source Code, or any part thereof that is transmitted over the Internet to InnovaSafe's FTP Site, but is not received in whole or in part, or for which no notification of receipt is given by InnovaSafe pursuant to Paragraph 2.4 below.

2.4 Deposit Receipt Notification and Deposit Tracking: (a) For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 12 of this Agreement or the Depositor Enrollment Form, as applicable, within a reasonable time following receipt by InnovaSafe of the Deposit. Deposit notificaiion will also be promptly posted to a page at InnovaSafe's web site, and InnovaSafe will provide Depositor and Beneficiary with a user identification name and password in order to access the InnovaSafe page upon which Deposit notifications are posted, (b) InnovaSafe shall provide a written reminder notificaiion to Depositor semi-annually of Depositor's obligation to make update or replacement deposits. Within thirty (30) days of receipt of each such notice, Depositor shall provide written notice certifying to InnovaSafe that (i) it has made the update or replacement deposits as required; or (ii) there has not been a release of a new version of the product since the last deposit. After thirty (30) days of receipt of notice, InnovaSafe shall notify Beneficiary that InnovaSafe has received (iii) an update or replacement deposit from Depositor; (b) a statement from Depositor advising there has not been a release of a new version of the product since the last deposit; or (c) no response from Depositor.

2.5 Technical Verification of Escrow Deposit: Promptly following the receipt by InnovaSafe of an Deposit required hereunder, InnovaSafe shall perform, if and to the extent possible, the checks for Limited Deposit Verification ("LDV") of each Deposit that are included in the then published InnovaSafe Verification Information Chart. All charges and expenses incurred by InnovaSafe in performing an LDV are included in the standard escrow fees paid hereunder. InnovaSafe shall provide an electronic copy of the LDV report to the parties to this Agreement. Any party may request that InnovaSafe perform a Comprehensive Deposit Verification ("CDV") of the Escrow Deposit, Any charges and expenses incurred by InnovaSafe in carrying out a CDV will be paid by the parly requesting the CDV, unless otherwise agreed to in writing.

2.6 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Escrow Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Escrow Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Escrow Deposit or Software, or related documentation, or any other property of Licensor, except for the media upon which the Escrow Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein

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2.7 Failed Deliveries: InnovaSafe will not be responsible for procuring the delivery of any Escrow Deposit, and InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Escrow Deposit or whether the Escrow Deposit contains Source Code, unless otherwise required in connection with the performance by InnovaSafe of an CDV or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement. InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly set forth in this Paragraph 2, InnovaSafe has no duty of care, inquiry or disclosure, whether express or implied.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: Depositor may designate Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; and (c) all fees and costs have been paid to InnovaSafe.

3.2 Beneficiary Enrollment Form and Conditions: One or more Beneficiaries may be designated by Depositor under this Agreement upon written execution and delivery by the Depositor of the Exhibit "B-NS", Beneficiary Enrollment Form. Promptly following receipt of the Exhibit B-NS InnovaSafe shall send to the Beneficiary an enrollment letter, a copy of the Agreement and any other applicable document required hereunder. All rights and interests established hereunder for the benefit of Beneficiary are entirely conditioned upon the complete and continuous satisfaction of each of the following ("Beneficiary Release Conditions"): (a) execution of the form of acknowledgement attached hereto as Exhibit B in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in paragraph 4.5, and all obligations of Beneficiary set forth in Sections 9, 10, 11, and 12 of this Agreement. No deposit shall be released to any Beneficiary until the Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement, (b) the receipt by InnovaSafe of all fees, expenses and any other amounts due and owing under this Agreement; (c) the License Agreement between the Beneficiary and Depositor remains in full force and effect, Beneficiary is not in breach thereunder, and no event has occurred which, with the giving of notice or the passage of time, would constitute a breach by Beneficiary of the License Agreement; and (d) Without limiting the foregoing, all covenants of Beneficiary set forth in this Agreement are intended and shall be construed to be continuing conditions to any and all rights and interests of Beneficiary under this Agreement, and are also intended and shall be construed to be continuing conditions to any and all obligations of InnovaSafe arising hereunder and inuring to the benefit of Beneficiary.

3.3 No Other Beneficiaries: A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities.

4. ESCROW DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: A Beneficiary shall have the right to enforce the Source Code release procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full; (d) InnovaSafe has received a fully executed Exhibit B; and (e) the Beneficiary otherwise has met all Beneficiary Release Conditions set forth in paragraph 4.2

4.2 Release Conditions: The release by InnovaSafe of the Escrow Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Escrow Deposit to beneficiary, or (b) Depositor takes any action under any state corporation or similar law

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without limiting any other right or remedy to which InnovaSafe ***may*** be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of three (3) years from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement, (b) Depositor shall have the right to terminate this Agreement as to a specific Beneficiary if such Beneficiary breaches any material term of this Agreement, provided, however, that written notice of such breach is given to InnovaSafe and the breaching Beneficiary, and the breaching Beneficiary fails to cure such breach to the reasonable satisfaction of Depositor within thirty (30) days of delivery of the notice, (c) Each Beneficiary shall have the right to terminate it's status as a Beneficiary to this Agreement if Depositor breaches any material term of this Agreement, provided, however, that written notice of such breach is given to Depositor and InnovaSafe, and Depositor fails to cure such breach to the reasonable satisfaction of the noticing Beneficiary within thirty (30) days of delivery of the notice. InnovaSafe shall be obligated to provide written notice to Depositor of any notice of a material breach of this Agreement received by InnovaSafe from any Beneficiary. A Beneficiary shall not be obligated to provide notice of a material breach by any other Beneficiary, (d) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor or any Beneficiary otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to all parties, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Escrow Deposit as requested under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement, (e) For purposes of this Agreement, a material breach of this Agreement shall occur, without limitation, if any parly does any of the following: (i) ceases to conduct business in its normal course; (ii) makes an assignment for the benefit of creditors; (iii) is liquidated or otherwise dissolved, (iv) becomes insolvent or unable to pay its debts as they become due; (v) is adjudicated bankrupt; (vi) suffers the appointment of a receiver, custodian, examiner or a trustee for any of its property or assets, or (v) engages in any conduct or activity constituting unfair competition, unfair trade practices, or criminal or tortious conduct that directly or indirectly causes harm to another party.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable. (b)Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least thirty (30) days prior to the date set for termination. During such 30 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to forward all

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Escrow Deposits to a source code escrow company appointed by Depositor as the successor escrow agent, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 30 day period, then InnovaSafe shall return any Escrow Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after reasonable attempts, then InnovaSafe may destroy the Escrow Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the successor escrow agent accepts the escrow and receives the Escrow Deposits from InnovaSafe, or the Escrow Deposits are destroyed. (c) A Beneficiary may not terminate this Agreement, (d) This Agreement shall terminate automatically, in the event that copies of the Escrow Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Consequences of Termination and Survival of Certain Obligations: (a) Upon the termination of this Agreement, the following shall apply (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; and (b) if the termination is as to all Beneficiaries, then InnovaSafe shall immediately return any Escrow Deposit in its possession to Depositor, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe will destroy the Escrow Deposit (b) Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except (a) the obligations of each party to maintain confidentiality, as defined herein, (b) the obligations of the parties which by their terms are intended to survive, (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 Ownership of Source Code: Depositor represents and warrants to each Beneficiary and to InnovaSafe that Depositor is the sole and exclusive owner of the Source Codes for the Software and all Escrow Deposits made pursuant to this Agreement, or otherwise has the right to grant to Beneficiary the rights granted hereunder and to deposit the Source Code with InnovaSafe pursuant to the terms of this Agreement, and the grant by Depositor to Beneficiary of the rights granted hereunder and the deposits of the Source Codes with InnovaSafe pursuant to the terms of the Agreement, do not and will not conflict with, violate or infringe upon any rights or interests of any person or entity not a party to this Agreement.

7.2 Correspondence With Software: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the Source Code deposited with InnovaSafe will at all times be the source code version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement.

7.3 Usability of Source Code: Depositor represents and warrants that: (a) the Source Code is and shall be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (b) that the Software does not involve any proprietary languages or programming components that such a skilled programmer, or other professional, could not reasonably be expected to understand, except to the extent that the Escrow Deposit contains sufficient documentation to enable such a skilled programmer or other professional to understand and use such languages or components, and (c) that the Source Code includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Escrow Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

7.4 Compliance with Laws: Depositor represents and warrants that it is solely and exclusively responsible for compliance with all applicable laws, rules and regulations including but not limited to, customs laws, import, export, and re-export laws and government regulations of any country from or to which any Escrow Deposit may be delivered in accordance with the provisions of this Agreement.

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7.5 Validity of Agreement: Depositor represents and warrants that: (a) all consents, approvals, resolutions, authorizations, actions or orders required of Depositor for the authorization, execution and delivery of this Agreement, and for the licenses and rights granted hereunder, have been obtained; (b) the execution and delivery of this Agreement, and the performance by Depositor of its obligations hereunder, does not and will not conflict with or violate any judicial or administrative order. award, judgment or decree of any state or country applicable to Depositor, or violate or conflict with any provisions of Depositor's organizing instruments, or violate or conflict with the terms of any express or implied contract between Depositor and any other person or entity; and (c) the performance by InnovaSafe of its obligations as required hereunder, docs not and will not conflict with **or** violate any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or violate or conflict with any provisions of Depositor's organizing instruments, or violate or conflict with the terms of any express or implied contract between Depositor and any other person or entity.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Escrow Deposits: InnovaSafe shall maintain written records of all Escrow Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Escrow Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled all reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Escrow Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Escrow Deposit shall be limited **to** only those records that pertain to the requesting Beneficiary.

8.2 Reports: On a quarterly basis, InnovaSafe shall prepare and submit via email a deposit reminder notification to Depositor, and an account history report to each current Beneficiary. If a report is returned non-deliverable to InnovaSafe, InnovaSafe shall use reasonable efforts to determine the current email address for the contact person and resend the report. If InnovaSafe is not able to determine, after reasonable efforts, the current email address for the contact person, InnovaSafe will send a report using United States Mail, First Class, to the last contact address provided by the Depositor or Beneficiary as applicable.

8.3 Confidentiality and Storage of Escrow Deposits: (a) InnovaSafe shall protect the confidentiality of the Escrow Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe shall not permit any unauthorized person access to the Escrow Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Escrow Deposit. InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Escrow Deposits including, but not limited to, the storage of all Escrow Deposits in secured locked facilities.

9. CONFLICTING DEMANDS AND INTERPLEADER

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed in good faith by InnovaSafe to have been given by an officer or another authorized

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representative of a party hereto. All employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder InnovaSafe shall have no responsibility with respect to the Escrow Deposit other than to follow such instructions as may be provided herein, (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Escrow Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Interpleader: In the event conflicting demands are made or conflicting notices are served upon InnovaSafe with respect to this Agreement or any Escrow Deposit, including but not limited to, upon the receipt of Contrary Instructions from Depositor, the parties expressly agree that in addition to the right to suspend its performance as provided in Paragraph 9.1(b) hereunder, InnovaSafe shall have the absolute right, in its sole discretion, to file an action in interpleader requiring the Depositor and Beneficiary to answer and litigate their several claims and rights among themselves. InnovaSafe is hereby authorized to comply with the applicable interpleader statutes of the State of California in this regard, and Depositor on the one hand, and each Beneficiary, on the other hand, jointly and severally agree to pay all costs, expenses and reasonable attorneys' fees incurred by InnovaSafe in connection therewith, the amount thereof to be fixed and judgment thereon to be rendered by the court in such suit. Depositor and Beneficiary agree that InnovaSafe shall be obligated to act in accordance with an order or judgment of a court of competent jurisdiction directing InnovaSafe to act with regard to disposition of the Escrow Deposit, or the final decision of an arbitrator directing InnovaSafe to act with regard to disposition of the Escrow Deposit, and Depositor and Beneficiary hereby authorize and direct InnovaSafe to not in accordance with such order of a court or decision of an arbitrator.

9.3 Proceedings. InnovaSafe shall not be required or compelled to be a party to, assist in, or otherwise participate, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding"), provided, however, that in the event that InnovaSafe is made a party to or is threatened to be made a party to, or otherwise becomes involved in, any such Proceeding, then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily inclined in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. INDEMNIFICATION OF INNOVASAFE

Depositor, on the one hand, and each Beneficiary on the other hand, agrees jointly and severally to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted solely from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

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11. CLAIMS AND DISPUTE RESOLUTION

11.1 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees, (b) If the parlies are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within *45* days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages Not less than *21* days before the first scheduled session of the arbitration hearing, each party shall deliver to the other, (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

11.2 Limitation of Claims and Liabilities: (a) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted more than one **(1)** year after the event giving rise to such action or claim, (b) InnovaSafe shall not be liable for any special, incidental, punitive, exemplary, or consequential damages (including loss of information, revenue and/or lost profits) arising out of or in any way relating to this Agreement whether foreseeable or unforeseeable or even if InnovaSafe has been apprised of the possibility of such damages. The total collective liability of InnovaSafe to Depositor and Beneficiary, and to all of their respective affiliates, representatives, agents and contractors, arising out of or in any way relating to this Agreement, regardless of whether such liability is based in contract or in tort (including breach of warranty, negligence and strict liability in tort) shall be limited to the total amount of services fees paid by Depositor to InnovaSafe pursuant to this Agreement, provided, however, that the foregoing limitation docs not apply to damages (excluding damage to the Escrow Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted solely from the gross negligence or willful misconduct of InnovaSafe.

12. NOTICES

12.1 Notice and Notice Address: (a) Except as otherwise provided herein for Escrow Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the parly to be notified shall be deemed effective as of the first dale that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR ADDRESS:

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Contact Name:	Rori Robison
Title:	Contract Administrator
Street address:	2215 Bridgepointe Pkwy, Ste 300
City, State, Postal Code	San Mateo, CA 94404
Phone:	650-227-7770
Facsimile:	650-227-7771
Email:	rori.robison@emeter.com
Purchase Order (if applicable)	NA

INNOVASAFE, INC.:

Attn: Client Services
28502 Constellation Rd.
Valencia, CA 91355
Phone: 800-239-3989
Facsimile: 661-295-5595
E-Mail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit "B-NS".

13. MISCELLANEOUS PROVISIONS

13.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party No employee or agent of one party shall be considered to be an employee or agent of the other party

13.2 Complete Statement. Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to the License Agreement and no provision of the License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by the Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

13.3 Waiver No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

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13.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control

13.6 Due Authorization. No Third Party Rights. Partial Invalidity. Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action, (b) This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement, (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby, (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

13.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to litis agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

13.8 Counterparts: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR	**INNOVASAFE**
BY: Ellen W. Smith Signature	BY: _____ Signature
Name: Ellen W. Smith	Name: John J. Stulmaker
Title: Secretary	Title: President/CEO
Date: 10-12-08	Date: Oct. 12, 2008

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EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2630

THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES.

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title.	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Escrow Deposit Details

Media Type (CD, DVD, DAT etc...):	**Indicate hardware used to create deposit:**
Number of Media:	**Indicate operating systems used:**
Copies (1 or 2):	**Indicate backup command/software used:**
Product(s) Name:	**Indicate software compression used:**
Product Version:	**Indicate whether encryption/password protection was used:**
	What computer language was the source written:
	Approximate size of the data on the media: (MB/GB)

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return OR** ☐ **Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s))** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

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EXHIBIT B-NS

BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2630

Pursuant to the IS2ns Escrow Agreement ("Agreement"), Depositor hereby enrolls the following as a Beneficiary thereunder. Upon filing of this form with InnovaSafe,the below listed Beneficiary shall become entitled to certain rights under this Agreement that relate to the Source Code Deposit(s) listed below held by InnovaSafe. **ALL RIGHTS ESTABLISHED BY DEPOSITOR FOR THE BENEFIT OF BENEFICIARY ARE ENTIRELY CONDITIONED UPON THE COMPLETE AND CONTINUOUS SATISFACTION BY BENEFICIARY OF EACH OF ITS OBLIGATIONS UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, EACH OF THE BENEFICIARY RELEASE CONDITIONS SET FORTH IN PARAGRAPH 3.2 OF THE AGREEMENT. BENEFICIARY FURTHER AGREES TO PAY INNOVASAFE A RELEASE REQUEST FEE OF $500 PER REQUEST FOR RELEASE OF THE DEPOSIT MATERIAL LISTED ON THE EX B-NS DUE IMMEDIATELY AT THE SAME TIME THAT THE RELEASE CONDITION NOTICE IS SUBMITTED TO INNOVASAFE PURSUANT TO PARAGRAPH 4.3 (C) RELEASE PROCEDURES.**

BENEFICIARY INFORMATION:	DEPOSITOR INFORMATION:
Company:	Company:
Contact Name:	Contact Name:
Title:	Title:
Street Address:	Street Address:
City, State, Zip:	City, State, Zip:
Country:	Country:
Tel #:	Tel #:
Fax #:	Fax #:
Email:	Email:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:
Party responsible for annual Beneficiary enrollment fee: (see Exhibit "C" Fee Schedule):
Depositor / Beneficiary (Please circle or indicate to the right):

Depositor	InnovaSafe, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

PLEASE RETURN THIS FORM, COMPLETED AND SIGNED TO:

INNOVASAFE, INC.
28502 CONSTELLATION RD
VALENCIA, CA 91355 USA

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EXHIBIT B
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2630

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as Intellectual Property Escrow Agent and eMeter Corporation as Depositor, on this _____ day of _____, 20____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $500 per request for release of the Deposit Material listed on the Ex B-NS due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 (c) Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #

Signature (Required): _____

Please return this form via certified or registered mail, completed and signed to:

INNOVASAFE, INC.
28502 CONSTELLATION RD
VALENCIA, CA 91355 USA

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EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT # 2630

Account Initialization Fee (one-time payment)	**NO FEE**
*Fee waived with initial deposit of three (3) products	
Fees for Annual Administration	
Standard or Electronic Delivery – Per Product Deposit – Unlimited Update and Replacement Deposits	$700
Annual Beneficiary Fee*	
Per Beneficiary per year	$500
Technical Verification Fees	
Limited Deposit Verification (LDV)	No Fee
Comprehensive Deposit Verification (CDV)	Quote only
Release Fees	
Per release request	$500

**One beneficiary enrollment is required*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing.

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AMENDMENT NO. 1 TO

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

BETWEEN

EMETER CORPORATION

AND

CITY OF SANTA CLARA, CA

This Amendment No. 1 to the Software License and Maintenance Agreement (this "Amendment"), effective as of this 17th day of ~~August~~ September 2012, is between eMeter Corporation, a Delaware Corporation located at 4000 E. Third Ave., Suite 400, Foster City, CA 94404 (hereinafter called "eMeter") and City of Santa Clara located at 1500 Warburton Ave., Santa Clara, CA 95050 (hereinafter called "SVP").

WITNESSETH:

Whereas, eMeter and SVP entered into a Software License and Maintenance Agreement as of August 18, 2009 (the "SLMA") pursuant to which eMeter agreed to provide, and SVP agreed to purchase, certain software and services; and

Whereas, the SLMA provides that Exhibit A may be amended from time to time by providing notice to eMeter; and

Whereas, SVP has provided such notice to eMeter that they desire to purchase eMeter's Energy Enage Licensed Product for the total number of meters listed in Exhibit A; and

Whereas, SVP has provided such notice to eMeter that they desire to remove the MVRS Data Importer from the licensed product exhibit and designate the AMI Adapter as the Elster AMI Adapter; and

Whereas, the perpetual license grant in the SLMA was inadvertently omitted; and

Whereas, the parties desire to amend the SLMA to reflect the perpetual license grant, designation of the Elster AMI Adapter, the removal of the MVRS Data Importer from the license and the inclusion of Energy Engage (and the Supplemental Terms in Exhibit D and E) for the number of meters listed in Exhibit A as of the effective date of this Amendment 1.

(a) **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

ARTICLE 1. AMENDMENTS.

1.1 The Software License and Maintenance Agreement is hereby amended by deleting Exhibit A (Licensed Products) to the SLMA in its entirety and replacing it with Exhibit A, Exhibit D (Energy Engage Supplemental Terms), and Exhibit E (eMeter Weather Data Subscription Service) attached hereto and incorporated herein by this reference.

1.2 Article 6.1 of the SLMA is hereby amended by deleting the existing 6.1 and replacing it with the following language:

Licensed Product(s). Subject to the provisions of this SLMA as well as the timely payment of all applicable license fees, Licensor grants Licensee and Licensee accepts, a limited, nonexclusive, nontransferable, perpetual license to: (i) use and operate the Licensed Products, solely in Object Code, and solely for Licensee's internal use in the ordinary course of business; and (ii) to use the Documentation and Deliverables solely and as reasonably necessary to further Licensee's use of the Licensed Products as contemplated by this SLMA.

ARTICLE 2. MISCELLANEOUS

2.1.1 Except as expressly modified hereby, the Software License and Maintenance Agreement shall remain in full force and effect and unmodified.

2.1.2 Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Software License and Maintenance Agreement.

2. **In Witness hereof, the parties have executed this Amendment as of the day and year ~~August~~ September 17, 2012.**

EMETER CORPORATION

By: _____

Name: Lisa Caswell

Title: President

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

_____

RICHARD E. NOSKY, JR.
City Attorney

_____

RONALD E. GARRATT
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

_____

ROD DIRIDON, JR.
City Clerk

"CITY"

Exhibit D
Energy Engage Supplemental Terms

These terms shall only apply if Licensee is Licensing eMeter's Energy EngageTM Product*

In addition to the General Terms and Conditions of the Software License and Support Agreement (SLMA), the following terms shall apply to Licensees of eMeter's Energy Engage software when eMeter Installs the Portal Software on the servers of such Licensees. Any terms used but not otherwise defined herein shall have the meanings ascribed to them in the SLMA.

1. Definitions

(a) "Agreement" means the Software License and Maintenance Agreement between eMeter and Licensee.

(b) "Authorized Portal Users" means Licensee's Portal Users and Licensee's Portal Customers, collectively

(c) "Excused Portal Outage" means any outage, unavailability, interruption, delay or other degradation of the Portal resulting from or caused by any of the following: (a) a scheduled downtime, maintenance or repair by eMeter; (b) any act or omission of Licensee or Authorized Portal Users; (c) any equipment, networks, products or services provided or controlled by Licensee; or (d) any event of Force Majeure.

(d) "License Termination Breach" shall have the same meaning as set forth in the Agreement and shall also include a breach of Section 6(b) of these Energy Engage Supplemental Terms (Non-Circumvention).

(e) "Portal" means the private, restricted-access Internet-based computer application installed on Licensee's own servers, to which Licensee may grant access for (a) Licensee's Portal Users to (i) resolve customer support issues, (ii) view aggregated data to assess the effectiveness thereof, whether overall or of a particular feature, or (iii) schedule promotions of Licensee energy efficiency programs, and (b) Licensee's Portal Customers to assess their electricity usage.

(f) "Portal Services" means the Portal Support and any Portal training provided by eMeter under the SLMA and these supplemental terms,

(g) "Portal Software" means the Portal and other proprietary Portal-related software products owned by eMeter or Its licensors, including but not limited to software created by eMeter for Licensee's benefit.

(h) "Portal Support" means Portal-related technical support provided by eMeter to Licensee in accordance with the Support and Maintenance Terms and Exhibit B.

(i) "Usage Data" means the electricity usage statistics and other data of a Licensee Portal Customer, as further specified in Exhibit A of the Agreement.

(j) "Licensee Portal Customer" means a customer for a particular electric meter to whom Licensee has granted access to the Portal as provided herein.

(k) "Licensee Portal User" means a Licensee employee (e.g., a customer support representative or marketing personnel) to whom Licensee has granted access to the Portal as provided herein.

(l) "Licensee's Marks" means such trademarks and/or service marks (including logos) owned and used by Licensee that Licensee may reasonably request eMeter to depict on the Portal front page designed by eMeter for Licensee Portal Customers' use.

2. Energy Engage Portal

(a) Installation of Portal. Siemens will install the Portal on Licensee's servers or enable Licensee to do so.

(b) Authorized Portal User Access. Licensee may permit Authorized Portal Users to have access to the Portal; provided that Licensee shall require Licensee Portal Customers to agree to be bound by the terms and conditions of Energy Engage Schedule 1 attached hereto. Licensee shall cause Licensee Portal Customers' use of the Portal to be: (i) password controlled; (ii) subject to the restrictions set forth in the Agreement; and (iii) strictly limited to use only for such Licensee Portal Customers' electricity and water usage assessment purposes for which the Portal is designed. Licensee Portal Customers shall be required to confirm their acceptance of these conditions In writing (or electronically by clicking a prominent "I Accept" icon) to access the Portal. Licensee shall not allow access to the Portal except to individuals who have been designated Authorized Portal Users.

(c) Access Limitations. Under no circumstances shall Licensee permit access to the Portal by the general public or by third persons other than Authorized Portal Users.

3. Licenses.

(a) In addition to the licenses set forth in Article 6 of the SLMA, eMeter hereby grants to Licensee a nonexclusive, nontransferable, nonsublicensable license during the term of the Agreement, to use the Portal: (i) as installed on Licensee's own servers for those of Licensee's internal business purposes for which the Portal is designed, and (ii) to allow Authorized Portal Users to access the Portal and obtain Usage Data for the electricity usage assessment purposes for which the Portal is designed.

(b) Additionally, should Licensee opt to subscribe to the eMeter Weather Data Subscription Service, it shall be licensed In accordance with terms and conditions attached hereto as Exhibit E.

(c) Utility represents and warrants that it has a valid and current license to use eMeter's (or a third party's) meter data management product.

4. Licensee's Obligations For Portal Use

(a) Cooperation. Licensee agrees, as reasonably requested by eMeter and Siemens, to cooperate with eMeter and Siemens in performing the Portal Services. Licensee agrees that Authorized Portal Users shall be responsible for providing and maintaining their own Internet access and all necessary telecommunications equipment, software and other materials ("Equipment") at their locations necessary for accessing the Portal. Licensee agrees to notify eMeter of any changes in the Equipment (Including any system configuration changes or any hardware or software upgrades) that may affect the Portal Services provided hereunder, to allow eMeter effectively to provide Portal Services as specified In the SLMA.

(b) General Responsibilities. Licensee shall be solely responsible for all Usage Data available on or through the Portal, and Licensee represents and warrants that the Licensee's Marks, any content transmitted via the Portal and all other information and materials provided by Licensee hereunder: (i) will not infringe or contain any content that infringes, misappropriates or violates any copyright, patent, trade secret or other third-party Intellectual property right; (ii) violate any applicable law, rule or regulation; or (ill) contain any virus or harmful component.

5. Terms Applicable to Licensee Portal Customers. Licensee shall ensure that the following terms are made binding upon Licensee Portal Customers.

(a) Usage Restrictions, Licensee grants Licensee Portal Customer a nonexclusive, nontransferable license to access and use the Portal only to monitor and assess his or her own electricity usage and obtain information related thereto, and for no other purpose. Licensee Portal Customer will not: (i) share usernames and passwords with other parties or otherwise allow access to the Portal by any other parties; or (ii) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights In the Usage Data or Portal In any form to any other party, including commercial time-sharing, rental, or service bureau use.

(b) Warranty. THE PORTAL PROVIDED HEREUNDER AND ANY SERVICES RELATED THERETO ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND EMETER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE, ERROR-FREE SERVICE, INTEROPERABILITY, OR AGAINST INFRINGEMENT.

(c) Excused Portal Outage. Licensee Portal Customer acknowledges and agrees that, from time to time an outage, unavailability, interruption, delay or other degradation of the Portal could occur resulting from or caused by any of the following: (i) a scheduled downtime, maintenance or repair by eMeter; (ii) an act or omission of Licensee or Licensee Portal Customer; (c) any equipment, networks,

products or services provided or controlled by Licensee; or (d) an event of force majeure. Licensee Portal Customer releases eMeter from any liability therefore.

6. Privacy Policy and Non-Circumvention

(a) Privacy Policy. Licensee shall post a written privacy policy on its website in respect of the collection and handling of personally Identifiable information, and specifically as related to the Portal, and shall comply strictly with such policy. If eMeter reasonably believes that such privacy policy is insufficient or inappropriate for protecting applicable information, eMeter shall notify Licensee in writing and Licensee shall make such changes to the policy as eMeter may reasonably request.

(b) Non-Circumvention of Security Measures. Licensee shall not allow, facilitate, or encourage circumvention of access restrictions and other security measures Implemented as part of the Portal.

7. No Third Party Warranty. eMeter's warranties in Article 15 of the Agreement are made solely to Licensee, and not to Authorized Portal Users or other third parties.

8. Ownership. Notwithstanding the ownership provisions set forth in Section 7.2 of the SLMA, in the case of the Portal Software, eMeter shall not have any right, title, or interest In the Usage Data or Licensee's Marks. Additionally, any intellectual property rights developed, created, or acquired by eMeter for Licensee and/or in connection with the Portal Services shall be and remain the exclusive property of eMeter,

9. Indemnification.

(a) In addition to the indemnification provided by Licensee in Section 16.2 of the SLMA, Licensee shall indemnify eMeter and defend at Its own expense any action against eMeter brought by a third party to the extent that the action is based upon, or arises out of, or relates to an act or omission of any Authorized Portal User, including but not limited to those relating to Usage Data available through the Portal.

(b) The limitation set forth in Section 16.6(a)(v) of the SLMA shall also include the willful misconduct or negligent act or omission of any Authorized Portal User.

10. Confidentiality. In addition to the obligations set forth In Article 12 of the Agreement, the parties agree that Usage Data (although not Included in the definition of "Confidential Information") shall be subject to the same protections enumerated for Confidential Information In the SLMA. However, provided that such disclosure does not identify the disclosed information as Licensee's or any Licensee Portal Customer's information, eMeter shall have the right to disclose: (a) Usage Data to third parties where such disclosure is necessary or appropriate to assist eMeter in its provision and improvement of Portal Services, and (b) aggregated

information for promotional and data analysis purposes, though such aggregated Information may include certain non-personally identifiable elements of Usage Data.

11. Support

(a) Scope. The terms of Article 9 and Exhibit B (which are incorporated herein by this reference) shall govern the scope of the support and maintenance services provided by eMeter. Notwithstanding anything to the contrary set forth In Article 9, subject to the timely payment of all Support Fees, with respect to the Portal Software, eMeter shall provide Support only for the then-current Release of such Portal Software.

(b) No Authorized User Support. eMeter shall provide support only to the Licensee representative(s) authorized by eMeter in writing to access eMeter Portal Support. In no event shall eMeter be expected or required to provide any support directly to any Authorized Portal User or other Licensee employee, representative or customer.

12. Training. eMeter shall provide to Licensee such training as it deems necessary for Licensee to effectively address Licensee Portal Customers' support needs in connection with the Portal.

13. Reverse Engineering. In addition to the prohibitions set forth in Section 6.2 (c) of the Agreement, Licensee shall not permit its Authorized Portal Users to undertake any of the prohibited activities set forth therein.

14. Effects of License Breach Termination. In addition to the obligations set forth in Section 13.2 of the Agreement, In the event of a License Termination Breach, eMeter will immediately cease providing all Portal Services and Licensee will immediately cease use of the Portal.

15. Maintenance of Proprietary Markings. Licensee shall not, and shall not permit others to remove or modify any markings or other notice of the proprietary rights of eMeter or eMeter's licensor(s) or their licensor(s)' proprietary rights.

16. No Export. Licensee shall not export the Portal Software (including any Third Party Software) outside of the country specified in Exhibit A without eMeter's prior written permission, which eMeter may grant or deny in its sole discretion. To the extent eMeter permits any export, Licensee shall fully comply with all relevant export laws and regulations of the United States and any other applicable export and import laws to assure that neither the Portal Software, nor any direct product thereof, is exported directly or indirectly In violation of applicable laws.

17. Copying Restrictions and Limitations. Except as otherwise provided herein, Licensee agrees not to download or otherwise create any more copies of the Licensed Products than are required to operate it for the Meter Count as increased from time to time upon the payment of the additional license fees (if any) as specified in the Agreement for Services between Licensee and Siemens; provided, however, that

Licensee may download one copy for backup purposes. In the event of a License Termination Breach, Licensee shall destroy or return to eMeter all copies of the Third Party Software and related documentation remaining in the possession of Licensee or any third party that acquired any such copy through Licensee.

Energy Engage Schedule 1

LICENSEE PORTAL CUSTOMER TERMS

1. **Usage Restrictions.** Licensee grants Licensee Portal Customer a nonexclusive, nontransferable license to access and use the Portal only to monitor and assess his or her own electricity usage and obtain information related thereto, and for no other purpose. Licensee Portal Customer will not: (a) share usernames and passwords with other parties or otherwise allow access to the Portal by any other parties; or (b) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights In the Usage Data or Portal in any form to any other party, including commercial time-sharing, rental, or service bureau use.

2. **Warranty.** THE PORTAL PROVIDED HEREUNDER AND ANY SERVICES RELATED THERETO ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND EMETER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE, ERROR-FREE SERVICE, INTEROPERABILITY, OR AGAINST INFRINGEMENT.

3. **Limitation of Liability.** IN NO EVENT SHALL EMETER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS RESULTING FROM BUSINESS DISRUPTION), OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT OR TORT, EVEN IF EMETER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Excused Portal Outage.** Licensee Portal Customer acknowledges and agrees that, from time to time an outage, unavailability, Interruption, delay or other degradation of the Portal could occur resulting from or caused by any of the following: (a) a scheduled downtime, maintenance or repair by eMeter; (b) an act or omission of Licensee or Licensee Portal Customer; (c) any equipment, networks, products or services provided or controlled by Licensee; or (d) an event of force majeure. Licensee Portal Customer releases eMeter from any liability therefore.

Exhibit E
eMeter Weather Data Subscription Service

These terms and conditions are only applicable and associated with eMeter's Weather Data Subscription Service. Terms of the Weather Data Subscription Service Program may be updated and change from time to time. For the avoidance of doubt, these are separate terms and the Weather Data Subscription Services are not subject to the terms of Article 6 (License Grants and Limitations), 7 (Ownership) 9 (Support and Maintenance), 13 (Term and Termination), 14 (Source Code Escrow), 15 (Representations and Warranties) or 16 (Indemnification) or any of the eMeter SLMA, but may be subject to additional terms as defined in the Weather Data Subscription Service Program provided in the online Documentation. Should there be a conflict of terms between the SLMA and this Exhibit E, the terms of this Exhibit E shall prevail only insofar as the eMeter Weather Data Subscription Service is concerned.

In order to provide Licensee with context to their energy Information, Licensor has developed a weather data loader application as a component within the EnergyIP Meter Data Management platform. This allows weather data to be leveraged by additional functions and other third party applications that run on the EnergyIP platform.

(a) Use of Data. Licensor's Energy Engage product shall display the Meteorological Data in real-time or archived mode as part of subscription services provided by Licensor to end users.

(b) License. Licensee shall have a non-exclusive right to use the data in real-time or archived mode as part of the subscription services provided by Licensor to it's end users for the limited purposes described above, and does not constitute nor include a sale, lease, or transfer of the Meteorological Data in any form.

(c) Representations and Warranties. Licensor represents and warrants that (i) they have obtained all necessary rights of clearance for exhibition of the Meteorological Data, (ii) Licensor will comply with all federal, state or local laws, rules, regulations, executive orders or other requirements, and (iii) the Meteorological Data will not violate or infringe upon any statutory or common law or other rights of any kind of any person or other entity.

(d) Termination. It shall constitute a breach of this Agreement hereunder if either party falls to observe, keep or perform any material provision of this Exhibit E required to be observed, kept or performed by either party and such failure is not cured within thirty (30) days after notice thereof to breaching party;

(i) In the event of a breach not cured by the breaching party, such affected party shall have the right to suspend or terminate this agreement with 30 days written notice in advance to the other party;

(ii) Other Terminations. If either party files a petition in bankruptcy (or is the subject of an Involuntary petition in bankruptcy that is not dismissed within sixty (60) days after the effective filing date thereof); or is or becomes Insolvent; or admits of a general inability to pay Its debts as they become due; then the other party will have the right to terminate this Exhibit E effective upon notice from the other party.

(iii) Effects of Termination. For the avoidance of doubt, the termination of the Weather Data Subscription Service under this Exhibit E shall not affect the rights and obligations of either party under the SLMA and Exhibits A-D.

(e) Payment. The subscription is paid on annual basis and may be renewed each year on the anniversary of the effective date. Should Licensee choose not to renew the subscription, Licensor must be notified in writing no later than 45 days prior to the renewal date. Any termination prior to the expiration of an annual subscription shall not entitle Licensee to the refund of any paid subscription fees.

Exhibit A
Product Schedule

ORDERED PRODUCTS:

The following software programs shall be deemed Licensed Products under the SLMA and are Included in the original software license purchase,

LICENSED PRODUCTS AND ENVIRONMENTS FOR USE WITH ENERGYIP

Platform and Applications

EnergyIP Core Systems
VEE
Advanced Billing
Data Aggregation
Remote Connect/Disconnect
Energy Engage version 1.x (including the optional eMeter Weather Data Subscription Service)

Adapters and Data Importers

AMI Adapter – Elster EnergyAxis
Data Importer – Itron MV90

Environments

Development
Test
Quality Assurance

The net License Price includes the right to use the Licensed Products for 88,000 meters.

The eMeter Weather Data Subscription Service is billed on an annual subscription basis and shall be renewable at the Licensee's option on the anniversary date each year.

Authorized Third Party Representatives:

Project Managers:

PROJECT MANAGERS FOR **LICENSEE**:
Ronald E. Garratt
Interim City Manager

PROJECT MANAGERS FOR **EMETER**:

4000 E. Third Ave.
Suite 400
Foster City, CA 94404
PHONE: (650) 227-7770
FAX: (650) 227-7771
EMAIL:

AMENDMENT NO. 2
TO THE SOFTWARE LICENSE AND SUPPORT AGREEMENT
BY AND BETWEEN
SIEMENS INDUSTRY, INC. AND
CITY OF SANTA CLARA, CALIFORNIA,

PREAMBLE

This agreement ("Amendment No. 2") is entered into between Siemens Industry, Inc., a Delaware corporation ("Licensor") and the City of Santa Clara, California, a chartered California municipal corporation ("City or Licensee"). Licensor and Licensee may be referred to individually as a "Party" or collectively as the "Parties"

RECITALS

A. WHEREAS, the Licensee and Licensor's predecessor in interest, eMeter Corporation previously entered into an agreement entitled Software License and Maintenance Agreement, dated August 18, 2009 ("SLMA" or "Agreement");

B. WHEREAS, Licensor (Siemens Industry, Inc.) acquired eMeter Corporation and thereby Licensor assumed the rights, obligations, and liabilities under the SLMA;

C. WHEREAS, the business unit from a division of SIEMENS ENERGY, INC which is the original reseller that acted as the reseller of the Agreement is now a part of Siemens Industry, Inc.;

D. WHEREAS, the SLMA was previously amended by Amendment No. 1, dated September 17, 2012, 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

E. WHEREAS, the Parties entered into the Agreement as Amended for the purpose of having Licensor provide software products and maintenance and support services in consideration of certain payments to be made to Licensor and the Parties now wish to amend the Agreement as Amended to clarify certain terms and responsibilities.

F. WHEREAS Licensee has made payment to Licensor in accordance with the SLMA in consideration for the license granted and maintenance and support services provided hereunder by Licensor to Licensee,

NOW THEREFORE, in consideration of the inducements, mutual covenants and conditions contained herein, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. The Agreement as Amended is hereby amended by changing any references to “eMeter” to “Siemens Industry, Inc.”
2. Article 4 of the Agreement as Amended is hereby amended by the deletion of the defined term Purchase Order.
3. The following definitions in Article 4 of the Agreement as Amended are hereby amended as follows:

   "Scope of Work" means the implementation, integration services, and product licenses that were provided by Siemens pursuant to the Agreement for Services with SIEMENS ENERGY, INC. ("Siemens") effective August 18, 2009, and subsequent Scope of Work agreements as follows:

   - Agreement for Services (August 18, 2009) – inclusive of change requests
   - Agreement for Services (April 24, 2012) - inclusive of change requests

   Scope of Work (Associated with SLSA Amendment 1) (September 25, 2012) – inclusive of change requests.

   "Support Services" means the maintenance and support services that Licensor provides to Licensee under this SLMA in support of the Licensed Products as set forth in Article 9 of this SLMA and includes the right to receive then-current Releases and Updates but excludes the implementation and integration services that are the subject of the Scope of Work.
4. Section 6.1(f) of the Article 6 of the Agreement as Amended is amended to read as follows:

   “(f) Additional Licenses. In the event that Licensee wishes to purchase additional licenses to be granted on the terms and conditions stated in this SLMA for meters in excess of the numbers designated in Exhibit A, Licensee may so indicate in writing to Licensor. Upon this request, Licensor shall provide a quote for such additional licenses. If Licensee accepts such quote, Licensee shall issue a purchase order to Licensor and make payment pursuant to that purchase order.”
5. Section 9.2 of Article 9 of the Agreement as Amended, is amended to read as follows:

   “9.2 Extended Support Services. On the anniversary of the delivery date set forth in Section 8.1 above (i.e., upon expiration of the Initial Support Period), Support Services will automatically continue for subsequent 365-day periods (each such period, an "Extended Support Period"), unless Licensee notifies Licensor in writing of Licensee's intention not to continue Support Services no later than forty-five (45) days before any anniversary of the delivery date set forth in Section 8.1 above and/or fails to pay Licensor’s invoice for such Extended Support Period within thirty (30) days of the date of such invoice. For services provided after July 1, 2025, Licensor shall present a quote to Licensor at least 60

days prior to the expiry of current agreement. If Licensee accepts such extended support, Licensee shall issue a purchase order to Licensor and make payment pursuant to that purchase order."

6. Section 9.5 of Article 9 of the Agreement as Amended, entitled "Scope of Support Services" is amended to read as follows:

   "9.5 Scope of Support Services. Subject to the timely payment of all Support Fees to Licensor, Licensor will provide Support Services for the current and previous two Releases of the Licensed Product (for such previous Releases for Severity 1 and Severity 2 issues). Support is only provided for the most current Update for each Release. Upon payment by Licensee of the Support Fees, the most current Releases that are then generally available shall be deemed Licensed Products, and all references to Licensed Products in this SLMA and the Scope of Work shall be deemed to include the Release. Licensor will provide Tier 2 and Tier 3 Customer Support Services. These services are specified defined above and described in further detail in Exhibit B, which may be changed by Licensor from time-to-time upon written notice to Licensee. Licensor shall have no obligation to provide Support Services for adaptations or derivative works of the Licensed Product unless agreed in writing. Tier 1 support may be provided by Siemens through a separate purchase order ."

7. Exhibit A of the Agreement as Amended is hereby deleted and replaced with Exhibit A – Updated Date, attached hereto and incorporated into the Agreement as Amended by reference.

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 effective date of this Amendment No. 2 is the date of City's execution of this amendment. 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: _____

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"

SIEMENS INDUSTRY, INC.
a Delaware corporation

Dated: _____

By (Signature):		
Name:	Marcus McCarthy	Andy Schechter
Title:	Senior Vice President Siemens Grid Software	Vice President Siemens Advanta
Principal Place of Business Address:	10900 Wayzata Blvd. Minnetonka, MN 55305	100 Technology Drive Alpharetta, GA 30005
Email Address:	mccarthy@siemens.com	andy.schechter@siemens.com
Telephone:	+1 (817) 235-0015	+1 (914) 208-1558

By (Signature):		
Name:	Kevin Lykins	David Matula
Title:	Controller Siemens Grid Software	Chief Financial Officer Siemens Advanta
Principal Place of Business Address:	10900 Wayzata Blvd. Minnetonka, MN 55305	100 Technology Drive Alpharetta, GA 30005
Email Address:	kevin.lykins@siemens.com	david.matula@siemens.com
Telephone:		

"LICENSOR"

Exhibit A

Product Schedule

ORDERED PRODUCTS:

The following software programs shall be deemed Licenses Products Under the SLMA and are included in the original software purchase.

LICENSED PRODUCTS

Platform and Applications

Energy IP Core System
VEE
Advanced Billing
Data Aggregation
Remote Connect / Disconnect
~~Energy Engage*~~

* Energy Engage was added as part of SLSA Amendment 1 dated 14th September, 2012, Licensee is no longer using Energy Engage and the product has been deprecated, Energy Engage has been removed from any support pricing, will no longer be listed as part of Exhibit A, and licenses are terminated.

Adapters and Data Importers

AMI Adapter – Elster EnergyAxis
Data Importer – Itron MV90

Environments

Development
Test
Quality Assurance
Production

The net License Price include the right to use the Licensed Products for 88,000 meters (plus any increase in the number of meters Licensee serves due to Organic Population Growth.

Authorized Third Party Representatives:

- Milton Security, Inc.

26-208 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Execute Amendment No. 2 to the Agreement with Z'Onion Creative Group LLC to Provide Marketing and Communications Services, for a Total Not-to-Exceed Compensation of $560,000

BACKGROUND

The City of Santa Clara's (City) Communications Office, a division within the City Manager's Office, is the hub of communications for the City and maintains consistency, focus and direction across all platforms to share the City's unique story, services, and programs.

Through interdepartmental efforts, the City utilizes a variety of communication methods to provide information to our diverse community, including:

- News Releases and Media Advisories
- Media Relations which include responding to inquiries and providing interviews and Statements to the media.
- Speeches and Talking Points for Mayor and City Manager
- Inside Santa Clara, a magazine that is mailed to all residential and business addresses in Santa Clara twice a year
- City Calendar & Annual Report
- Quarterly utility bill inserts
- Monthly City Hall News newsletter (e-version)
- Email updates for City news and events through eNews subscriber lists
- Various social media channels including Facebook, X, Instagram, YouTube, LinkedIn, and Nextdoor
- Content for SantaClaraCA.gov website
- Messaging for internal communications
- Messaging for ballot measures and City campaigns
- Executive communications

The City has historically had a public relations agency of record on contract; however, as the previous contract was set to expire, the City initiated a procurement process to secure a public relations agency for ongoing communications support, potential future rebranding efforts, and crisis communications.

In the fall of 2024, the City issued a competitive Request for Proposals (RFP) based on best value to support the City's marketing and communications needs, including providing monthly

communications support. Subsequently, on July 11, 2025, the City Manager executed an agreement with Z'Onion Creative Group LLC (Z'Onion). Consistent with Section 2.105.300(a) of the Santa Clara City Code, which authorizes the City Manager to execute agreements valued at up to $250,000, the agreement provided an initial one-year term with four one-year renewal options through June 30, 2030.

On August 27, 2025, pursuant to the City Manager's delegated authority, Amendment No. 1 was executed to remove the option years and extend the initial term to a full five-year period ending on June 30, 2030. To provide greater flexibility in utilizing Z'Onion's services at the volume needed depending on the current City initiatives planned for each year, Amendment No. 1 also removed the annual limit of $50,000 such that the full not to exceed $250,000 was available over the duration of the five-year term.

DISCUSSION

In anticipation of the City hosting both Super Bowl LX and six FIFA World Cup matches in 2026, the City relaunched the Economic Development and Marketing Committee (Committee) to lead a community engagement campaign focused on outreach to residents and businesses to better understand their interests and concerns related to the City serving as host for these major sporting events. Committee efforts and community engagement began in April 2025, and the official "Where the Mission Meets the Moment" (WTMMTM) campaign launched in October 2025.

To support the timely development and launch of the campaign ahead of the 2026 events, staff utilized the City's existing agreement with Z'Onion. The WTMMTM campaign services were within the scope of the agreement; however, the level of effort and associated costs increased to support the development and implementation of the campaign.

The City leveraged Z'Onion's expertise in marketing and brand development to support WTMMTM and worked collaboratively with Z'Onion on the successful development of a slogan, logo, and other branded materials. These efforts were supported through multiple purchase orders (POs) issued under the Agreement. Initial monthly communications support was covered under a PO of $50,000, which was subsequently increased to $86,950 to support early WTMMTM campaign activities. The balance of the PO for monthly communications support as of March 20, 2026, is $1,479.21.

To better track campaign-related expenditures, a separate PO of $150,000 was issued for WTMMTM -related campaign services, with a current balance of $56,061.60. Additional WTMMTM costs for promotional materials total $12,623.36.

To date, $236,950 has been expended or encumbered through POs, and an additional $12,623.36 has been spent on WTMMTM campaign-related promotional and branding services. In total, $249,573.36 of the Agreement has been expended or encumbered, leaving a remaining balance of $426.64. Table 1 below summarizes expenditures to date and the remaining balance under the current Z'Onion agreement.

Table 1: Z'Onion Contract Expenditures

Description	Amount Expended/Encumbered	Remaining Balance
Total Agreement Amount	N/A	$250,000.00
Communications Support	$86,950	$163,050.00
WTMMTM Campaign	$150,000	$13,050.00
WTMMTM Expenditures	$12,623.36	$426.64

The additional support services that Z'Onion provided for the WTMMTM campaign and associated projects resulted in the maximum compensation of the Agreement being reached earlier than originally anticipated.

The WTMMTM campaign, launched in October 2025, will continue through December 2026. The City anticipates ongoing support from Z'Onion for upcoming events, including the development of marketing, promotional materials and branded items. Upcoming WTMMTM events include STEM Zone (April 19, 2026) and a series of two-day Night Markets scheduled for May, June, and July.

To ensure continued access to Z'Onion's services for ongoing communications support and future campaign initiatives, the City is preparing Amendment No. 2 to the Agreement. Amendment No. 2 would increase the maximum compensation by $310,000, for a total not-to-exceed amount of $560,000 through June 30, 2030. This increase includes $200,000 for the remaining four years of communications support, $10,000 for additional WTMMTM-specific communications support, and $100,000 for upcoming WTMMTM campaign needs. Table 2 summarizes how the increased compensation will be utilized.

Table 2: Proposed Use of Additional Compensation

Description	Amount
Monthly communications support for the remaining four years of the agreement	$200,000
Additional communications support specific to the WTMMTM campaign	$10,000
Marketing and promotional materials for upcoming WTMMTM events	$100,000
Total Increase (Amendment No. 2)	$310,000

Under the agreement, compensation is based on either a time-and-materials or fixed-fee basis, as determined by the City for each project. Time-and-materials work is billed at a flat rate hourly rate, while fixed fee projects are based on City-approved cost proposal with defined milestones.

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 an administrative activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

There is no new fiscal impact associated with this item. Funding for Z'Onion's ongoing communications support was previously approved by City Council and is included in the City Manager's Office operating budget. In October 2025, City Council allocated $1,000,000 to the City Manager's Office to implement the City's WTMMTM campaign. These funds will be used to cover any additional services provided by Z'Onion related to the WTMMTM campaign that are beyond the firm's ongoing communications support.

COORDINATION

This report was coordinated with the City Manager's Office, 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 Amendment No. 2 to the Agreement with Z'Onion Creative Group LLC (Agreement) to increase the maximum compensation by $310,000 for marketing and communication services, for a revised not-to-exceed maximum compensation amount of $560,000, subject to the appropriation of funds; and
2. Authorize the City Manager or designee to take all actions necessary to implement and administer the Agreement, 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.

Reviewed by: Paulina Morales, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Z'Onion Agreement for Services
2. Z'Onion Agreement Amendment No. 1
3. Z'Onion Agreement Amendment No. 2

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EBIX Insurance No. S200005623

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND Z'ONION CREATIVE GROUP LLC

PREAMBLE

This Agreement dated July 1, 2025 ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and z'onion creative group LLC, doing business as zö agency, an Oregon corporation, ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the marketing and communication services ("Services") more fully described in Exhibit A of this Agreement, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, 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

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions will govern and control.

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2. TERM OF AGREEMENT

A. **Initial Term.** 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 as of the Effective Date and terminate on June 30, 2026.

B. Options to Extend. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms (individually "Option Period" and collectively "Option Periods") through June 30, 2030. The Initial Term and Option Periods exercised will be collectively referred to as "Term". The City may exercise each Option Period by serving Consultant with the Notice of Exercise of Option to Extend Agreement Form attached as Exhibit D no less than thirty (30) days before expiration of the Term. Service of the notice of Exercise of Option to Extend Agreement Form will be completed in the manner set forth in Section 17 (Notices).

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant will perform the Services 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 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 for the Initial Term is fifty thousand dollars ($50,000) and each exercised Option Period is $50,000, for a total maximum compensation of two hundred fifty thousand dollars ($250,000), if all Option Periods are exercised, 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

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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 subconsultants without express written permission from City. As used in this Agreement the term "subconsultant" will be interpreted to mean either subconsultants or subcontractors.

Consultant will 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 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

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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, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant 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: Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at JDelavega@Santaclaraca.gov, and manager@santaclaraca.gov

And to Consultant addressed as follows:

zö agency
Attention: Sonja Anderson
70 SW Century Drive #1100
Bend, OR 97702
and by e-mail at Sonja@zo.agency

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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.

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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.

Signatures on next page

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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:

Signed by:
Jennifer Buyers
75A18AF02BF64F1...
GLEN R. GOOGINS
City Attorney

Dated: 7/11/2025 | 12:03 PM PDT

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
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"

Z'ONION CREATIVE GROUP LLC
DBA zö agency
an Oregon corporation

Dated: 7/8/2025 | 11:49 AM PDT

By (Signature): Signed by:
Sonia Anderson
E0A032CA21974B5...

Name: Sonja Anderson, CEO

Title: Directo

Principal Place of Business ddress: 70 SW Century Drive #1100, Bend, OR 97702

Email Address: sonja@zo.agency

Telephone: (541) 678-4048

Fax: ( )

"CONSULTANT"

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EXHIBIT A
SCOPE OF SERVICES

1. PROJECT APPROVAL PROCESS

1.1. Consultant will provide the Services to the City on an as-needed basis and as directed by the City's Public Information Officer ("PIO"). The PIO will provide Consultant with a written request ("Project Request"), detailing the project objectives and timeline and any other information needed.

1.2. For each Project Request, Consultant will prepare a written work plan ("Project Plan") detailing the services to be provided, steps to achieve objectives, estimated hours to complete the project, payment milestones, and total project cost.

1.3. The PIO will give final authorization to proceed with each Project Plan prior to Consultant providing any services related to the Project Plan.

1.4. Email will be an accepted form of communication for the Project Plan approval process.

2. GENERAL SERVICES

Consultant will provide **Crisis, Strategy, and Reputation Management Services** and **Branding, Marketing and Creative Services**, as described below.

2.1. CRISIS, STRATEGY, & REPUTATION MANAGEMENT SERVICES

2.1.1 Develop strategies for reputation management

2.1.2 Provide support and strategies for crisis communications

2.1.3 Advance community engagement and outreach efforts

2.1.4 Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications

2.1.5 Communicate current City initiatives, future City needs, and hot topics requiring community input

2.1.6 Create communication plans on specific topics relative to public services or policies that require high touch and strategic approach

2.1.7 Create branding, aligned with City's overall brand for public services and policies that require such approach

2.1.8 Propose and implement media relations strategies that elevate the exposure of the City to identified audiences via local, regional, and national news and media organizations

2.1.9 Assist with media relations

2.1.10 As-needed production of newsletters or attendance at townhall meetings

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2.1.11 Develop informational materials for elections and ballot initiatives to enhance voter awareness and informed voters

2.1.12 Assist with overall Citywide communications

2.1.13 Supplement in-house communications

2.1.14 Conduct City communications studies to evaluate organizational structure, benchmark with other cities and provide insight into resource allocation

2.1.15 Survey Santa Clara residents about City communications and brand to set a baseline for evaluating the effectiveness of current communication tactics, perceptions of City brand and communication efforts and consideration of language access needs of the community. Implement outreach strategies going forward.

2.2 BRANDING, MARKETING, & CREATIVE SERVICES

2.2.1 Advance community engagement and outreach efforts

2.2.2 Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications

2.2.3 Communicate current City initiatives, future City needs, and hot topics requiring community input

2.2.4 Create communication plans on specific topics relative to public services or policies that require high touch and strategic approach

2.2.5 Create branding, aligned with City's overall brand for public services and policies that require such approach

2.2.6 Develop creative collateral for branding and reputational management purposes

2.2.7 Content creation

2.2.8 Graphic design

2.2.9 Video production

2.2.10 Digital strategy and social media campaigns

2.2.11 Assist with media relations

3. PROJECT METHODOLOGY

For each approved Project Plan, Consultant will apply a variety of methodologies as applicable per Project Plan, including but not limited to the following:

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3.1. DISCOVERY

3.1.1. Collaborate with key City stakeholders to understand goals and challenges

3.1.2. Review current brand assets, marketing initiatives, and community engagement metrics

3.1.3. Analyze community demographics and engagement pattern

3.1.4. Survey resident communication preferences and digital platform usage

3.1.5. Evaluate current marketing channels and identify optimization opportunities

3.2. BRAND IDENTIFY REFRESH

3.2.1. Align creative elements with City's target visual identity

3.2.2. Create engaging campaign concepts that resonate with target audiences

3.2.3. Design impactful visual storytelling that connects with residents

3.2.4. Develop comprehensive style guides for consistent brand application

3.3. INTEGRATED MARKETING STRATEGY

3.3.1. Create strategic content calendars across all platforms

3.3.2. Design engaging digital campaigns for social media and web

3.3.3. Produce multimedia content highlighting community stories

3.3.4. Develop targeted outreach materials for various City programs

3.3.5. Create bilingual communications as needed

3.3.6. Design eye-catching marketing collateral for City events and initiatives

3.4. CREATIVE DEVELOPMENT & EXECUTION

3.4.1. Design compelling campaign assets across multiple platforms in multiple sizes and formats

3.4.2. Produce high-quality visual content that reflects target goals and audiences

3.4.3. Create dynamic social media content intended to drive engagement

3.4.4. Develop bilingual materials

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3.4.5. Design branded templates for consistent City communications

3.5. DIGITAL STRATEGY & MANAGEMENT

3.5.1. Deploy targeted digital campaigns across key social platforms

3.5.2. Optimize City website content for maximum engagement

3.5.3. Create engaging email marketing campaigns for City programs

3.5.4. Implement Search Engine Optimization (SEO) best practices for improved online visibility

3.5.5. Manage social media presence with timely, relevant content

3.6. CONTENT CREATION & DISTRIBUTION

3.6.1. Produce engaging storytelling content about City initiatives

3.6.2. Create video content highlighting community stories and events

3.6.3. Develop monthly newsletters and regular communications

3.6.4. Write compelling copy for marketing materials and campaigns

3.7. MARKETING COLLATERAL DEVELOPMENT

3.7.1. Design professional print materials for City programs

3.7.2. Create event-specific marketing materials and signage

3.7.3. Develop information brochures and program guides

3.7.4. Produce annual reports and community publications

3.7.5. Design wayfinding and environmental graphics

3.8. MEASUREMENT AND OPTIMIZATION

3.8.1. Establish clear Key Performance Indicators (KPI) for all Project Plans

3.8.2. Provide monthly analytics and performance reports

3.8.3. Monitor community engagement and adjust strategies accordingly

3.8.4. Track campaign effectiveness across all channels

3.8.5. Deliver actionable insights to improve future communications

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4. ADDITIONAL SERVICES

Consultant may provide additional marketing and communication consultation services upon the request of the PIO.

5. KEY PERSONNEL

The following personnel are identified as being key in the performance of Services.

Name	Title
Sonja Anderson	Agency Director
Drew Stone	Sr. Account Manager
Jax Lai	Client Services Account Manager
Rachel Rice	Project Director
Justin Bronson	Brand Strategist
Brittany Frazier	Creative Director
Alejandro Pérez	Art Director
Gil Aranowitz	Messaging Strategist
Alberto Bolaños	Digital Project Manager
Oyetola Oyewunmi	Project Manager

5.1. Consultant will maintain the same key personnel throughout the term of this Agreement, except for changes in such personnel due to:

5.1.1. City's request to replace such personnel.

5.1.2. The resignation or termination of such personnel or other circumstances outside of Consultant's reasonable control. Consultant will make all reasonable efforts to assign other qualified personnel, subject to PIO's written approval.

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EXHIBIT B
SCHEDULE OF FEES

1. FEES

1.1. Where Services are provided on a time and materials basis, the total Project Plan fees will be calculated according to a flat rate of $275 per hour. This rate includes, but is not limited to, any services relating to account management, project management, design, production, and strategy.

1.2. Where Services are provided for a fixed price, the total fees for Services will be the amount authorized in writing by the PIO based on the cost proposal ("Cost Proposal") prepared by the Consultant accounting for the Project Plan requirements and Consultant's costs. Cost Proposals must identify payment milestones.

1.3. For any Additional Services requested by the PIO, Consultant will bill the City according to a flat rate of $275 per hour.

1.4. The PIO reserves the right to request a Project Plan be priced on a time and materials basis or fixed fee, based on the Project Plan specifications. The City will provide authorization of the final Cost Proposal during the Project Approval process described in Exhibit A, Section 1 (Project Approval Process).

1.5. The City will not pay for travel time.

2. REIMBURSEABLE EXPENSES

Any reimbursement to Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only, unless as markup is specified.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City	No Markup

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	Reimbursable Expense Schedule	Mark Up
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable will be at economy rates.	No Markup

4. INVOICING

4.1. Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by 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.

4.2. If time and materials is the basis of compensation, then Consultant will base its invoice on the hours, professional fees, costs and charges associated with the Services completed during the invoice period. If Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Services completed during the invoice period.

4.3. If Consultant invoices for a fixed fee, then Consultant will base its invoice on the payment milestones identified in the approved Cost Proposal for Services completed during the invoice period. If payment milestones are not identified in the Cost Proposal, Consultant shall not invoice the City until completion of all Services identified in the Project Plan. If the Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs incurred during the previous month.

4.4. Pre-Payment. City will not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.5. 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.

4.6. Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

4.7. Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City will pay the undisputed portion of the invoice and submit written notice to Consultant regarding the disputed amount. The notice will include documentation supporting the disputed amount.

5. RATE ADJUSTMENTS

Rates may be negotiated no more than once annually. Consultant will notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by Consultant to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement.

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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.

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 apply to all owned (if any), non-owned and hired autos.

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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 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 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

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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 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 will, 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 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 subconsultant (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

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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 – Planning
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.

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EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to **Section 2.B** of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	

NEW OPTION TERM

Begin date:	
End date:	

☒ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to **Exhibit B, Section 2** of the Agreement the rates of compensation are hereby adjusted as follows:

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

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Ebix Insurance No. S200005623

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
Z'ONION CREATIVE GROUP LLC

PREAMBLE

This agreement ("Amendment No. 1") is entered into on this 27th day of August 2025 ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation ("City") and z'Onion Creative Group LLC, doing business as zö agency, an Oregon 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. The Parties previously entered into an agreement entitled "Agreement For Services Between The City of Santa Clara And Z'Onion Creative Group LLC dated July 1, 2025 ("Agreement"); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide marketing and communications services, and the Parties now wish to amend the Agreement to update the term and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

   Term. 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 as of the Effective Date and terminate on June 30,2030.

2. Exhibit D Notice of Exercise of Option to Extend Agreement is hereby removed.

3. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

   In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in

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accordance with Exhibit B, entitled “Schedule of Fees”. The maximum compensation of this Agreement is two hundred fifty thousand dollars ($250,000), 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.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

Signatures on next page

Docusign Envelope ID: 7A08CE22-ECD8-4734-B61C-0C7F614C5CBC

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:

Signed by:
Jennifer Beyers
75A18AF02BF64F1...

GLEN R. GOOGINS
City Attorney

Dated: 8/27/2025 | 10:51 PM PDT

DocuSigned by:
Jovan D. Grogan
5EAD88DED5C343A...

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"

Z'ONION CREATIVE GROUP LLC
DBA zö agency
an Oregon corporation

Dated: 8/22/2025 | 6:55 PM PDT

By (Signature): Signed by: Sonia Anderson E6A832CA21974B5...
Name: Sonja Anderson, CEO
Title: Director
Principal Place of Business Address: 70 SW Century Drive #1100, Bend, OR 97702
Email Address: sonja@zo.agency
Telephone: (541) 678-4048
Fax: ( )

"CONSULTANT"

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
Z'ONION CREATIVE GROUP LLC

PREAMBLE

This agreement ("Amendment No. 2") dated _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and z'Onion Creative Group LLC, doing business as zö agency, an Oregon 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. The Parties previously entered into an agreement entitled "Agreement For Services Between The City of Santa Clara And Z'Onion Creative Group LLC dated July 1, 2025 ("Original Agreement") for the purpose of having Consultant provide marketing and communications services; and

B. The Parties previously executed Amendment No 1 to the Original Agreement ("Amendment No. 1") (the "Original Agreement") and "Amendment No.1 are collectively known as the "Agreement"); and

C. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 2 to increase compensation of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

   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 **five hundred sixty thousand dollars ($560,000)**, 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 circumstances.

2. 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. 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: _____

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"

Z'ONION CREATIVE GROUP LLC
DBA zö agency
an Oregon corporation

Dated: _____
By (Signature): _____
Name: Sonja Anderson, CEO
Title: Director
Principal Place of Business Address: 70 SW Century Drive #1100, Bend, OR 97702
Email Address: sonja@zo.agency
Telephone: (541) 678-4048
Fax: ( )

"CONSULTANT"

26-134 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT
Action on the 2025 General Plan Annual Progress Report (APR)

BACKGROUND
California State Law requires local jurisdictions, including Santa Clara, to maintain a General Plan to guide the orderly, long-term use of lands within the City through policies and General Plan Land Use designations. The General Plan communicates the City's long-term vision for future growth and land use and establishes a policy framework to govern decision-making concerning the physical development of the community. The seven major strategies of the General Plan, along with their implementing goals and policies, define and communicate the City's overarching vision for the community in relation to physical development patterns. The City's seven major General Plan strategies are:

1. Enhance the City's High Quality of Life
2. Preserve and Cultivate Neighborhoods
3. Promote Sustainability
4. Enhance City Identity
5. Support Focus Areas and Community Vitality
6. Maintain the City's Fiscal Health and Quality Services
7. Maximize Health and Safety Benefits

The General Plan further establishes multiple goals and policies to guide decision making to be consistent with the realization of these strategies.

The Housing Element is a required component of the General Plan and, per State law, must demonstrate the City's ability to support residential development capacity consistent with the City's Regional Housing Needs Allocation (RHNA). The Housing Element is the only element that is required to be updated on an eight-year cycle and cities are currently in the sixth cycle Housing Element.

The City is required to provide three annual reports to the State to demonstrate the City's progress toward implementation of its General Plan:

- General Plan Annual Progress Report (GP APR)
- General Plan Housing Element Annual Progress Report (Housing Element APR)
- Housing Successor Agency Annual Report regarding the Low and Moderate Income Housing Asset Fund (LMIHAF)

The GP APR and Housing Element APR respond to the obligations of the sixth cycle RHNA and the

City's Housing Element, which was adopted by the City Council on May 7, 2024 and subsequently certified by the California Department of Housing and Community Development (HCD) on May 31, 2024. Submittal of a timely APR allows cities to submit for key State grants, such as the One Bay Area Grant, which are used for infrastructure improvements.

These reports are due on April 1st of each calendar year and the Housing Element APR and LMIHAF must be submitted to HCD using the forms and definitions adopted by HCD. These two documents must also be posted on the City's website.

Historically, the City has submitted three reports to the State on an annual basis, in conformance with these requirements. Staff is preparing all three documents to submit to the State prior to April 1, 2026.

Beginning in 2020, the State further mandated that all cities, including Charter cities such as Santa Clara, and all 58 counties, submit the GP APR to their legislative body, as well as to the Governor's Office of Land Use & Climate Innovation (LCI) (formerly known as the Office of Planning and Research (OPR)) (Government Code Section 65400). This report is being submitted to the City Council to fulfill this requirement.

DISCUSSION

Annual Progress Reports (APR) provide local legislative bodies with information regarding the implementation of the General Plan for their city or county. The Annual Progress Report is strictly a reporting document and does not create or modify any City of Santa Clara goals or policies found within the General Plan. APRs must be presented to the local legislative body for review and acceptance. Once approved, the General Plan APR must be filed with the Governor's LCI and the Housing Successor Agency Annual Report must be posted on the City's Website.

This report includes six attachments documenting the City's implementation of the General Plan over the last calendar year. As described in these documents, the City's General Plan is consistent with State law, and has been successful in creating market-rate housing, especially in the City's General Plan Focus Areas.

Attachment 1 is a fact sheet that includes relevant milestones for the General Plan. A summary of the Housing Element APR, including housing production numbers for the year and Housing Element implementation actions, is included as Attachment 2. The City of Santa Clara's RHNA number for the sixth cycle Housing Element 2023-2031 is 11,632. As of the end of 2025, the City has issued building permits for 26% (3,044/11,632) of the City's RHNA allocation. IFor 2025, a total of 1,985 units were issued Planning entitlements, with building permits for 528 units issued. A total of 2,991 units were issued certificates of occupancy in 2025.

The Housing Successor Annual Report regarding the LMIHAF has been prepared pursuant to California Health and Safety Code Section 34176.1(f). The FY 2024-2025 has been completed and is included for reference as Attachment 3.

A list of all General Plan Amendments filed since the adoption of the 2010-2035 General Plan is included as Attachment 4. Five amendments were adopted to the General Plan in 2025, including

(1) the Freedom Circle Future Focus Area Text Amendment that allowed for a 1,792 unit apartment project by the Irvine Company;

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(2) a Housing Element Sites Inventory Modification;
(3) Incorporation of the Multi-Jurisdictional Hazard Mitigation Plan into the City's Safety Element;
(4) Future Focus Area Deletions; and
(5) An Amendment to the City's Open Space Element, to be consistent with SB 1425 (2022).

The recently adopted Housing Element contains a number of HCD reporting requirements beyond the information contained in the Annual Progress Report. One example is a map of the location of Accessory Dwelling Units constructed in relation to High Resource Areas in the City (Attachment 5). In addition to mapping the location of ADUs within the City, Housing Element Action 1.n.1 sets a goal of 49 ADUs produced per year, with 70% in either High or Highest Resource areas. For the first two years of the 6th cycle, 121 of the 134 units constructed (90%) have been in either the High or Highest Resource areas.

The other reporting maps and tables required by the Housing Element are located on the City's General Plan website, under the heading General Plan and Housing Element Annual Progress Reports, and are provided as Attachment 6 to this report.

ENVIRONMENTAL REVIEW

The action being considered is simply to accept an annual report on the City's General Plan and as such 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 administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

This report has no fiscal impact as it simply reports housing production for the prior calendar year and gives the City Council a report on the status of the implementation and upkeep of the General Plan.

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

Accept the General Plan Annual Progress Report as presented by staff for submittal to the California Department of Housing and Community Development (HCD).

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

ATTACHMENTS

1. Santa Clara General Plan 2010-2035 Fact Sheet
2. 2025 Housing Element Annual Progress Report Summary Data
3. FY 2024-2025 Successor Agency Annual Report
4. Amendments to the General Plan, 2010-Present
5. ADUs Inventory, 6th Cycle
6. General Plan APR weblinks

City of Santa Clara
The Center of What's Possible

General Plan 2010-2035 Fact Sheet

Adoption Date of General Plan: November 6, 2010

Adoption Date of Housing Element: May 7, 2024; Certified by HCD, May 31, 2024

Consistency with the Office of Land Use and Climate Innovation General Plan Guidelines:
- Consistent, with changes incorporated into the Open Space Element per SB 1425

General Plan Amendments adopted in 2025
- Freedom Circle Focus Area Text Amendment – March 25, 2025
- Housing Element Sites Inventory Modification – April 29, 2025
- Multi-Jurisdictional Hazard Mitigation Plan – April 29, 2025
- Future Focus Area Deletions – May 27, 2025
- Open Space Element Update – December 16, 2025

Priorities for land use decision making that have been established by the local legislative body (e.g., passage of moratoria or emergency ordinances):
- Ordinance 2018, imposing a ban on all commercial cannabis activities, adopted May 12, 2020.

Advance Planning 2025 milestones:
- Incorporation of the Multi-Jurisdictional Hazard Mitigation Plan into the Safety Element
- Open Space Element Update Adoption

Ongoing Advance Planning Activities:
- El Camino Specific Plan
- Santa Clara Station Area Plan
- Tasman East Amendment

Jurisdiction	Santa Clara	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	31
Low	Deed Restricted	0
	Non-Deed Restricted	29
Moderate	Deed Restricted	12
	Non-Deed Restricted	37
Above Moderate		422
Total Units		**531**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	5	1	6
2 to 4 units per structure	0	0	0
5+ units per structure	1945	385	2609
Accessory Dwelling Unit	41	143	63
Mobile/Manufactured Home	0	0	0
Total	**1991**	**529**	**2678**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	131	531
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	43
Number of Proposed Units in All Applications Received:	480
Total Housing Units Approved:	32
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	34	19
Discretionary	8	461

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	36
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Santa Clara	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2022-01/30/2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	22	-	-	-	-	-	-	-	-	39	-
	Non-Deed Restricted		-	10	7	-	-	-	-	-	-	-		
Very Low	Deed Restricted	2,872	113	21	-	-	-	-	-	-	-	-	**229**	**2,643**
	Non-Deed Restricted		13	5	7	31	-	-	-	-	-	-		
Low	Deed Restricted	1,653	201	177	2	-	-	-	-	-	-	-	**456**	**1,197**
	Non-Deed Restricted		17	13	17	29	-	-	-	-	-	-		
Moderate	Deed Restricted	1,981	48	42	3	12	-	-	-	-	-	-	**193**	**1,788**
	Non-Deed Restricted		12	18	21	37	-	-	-	-	-	-		
Above Moderate		5,126	1,616	602	41	422	-	-	-	-	-	-	**2,681**	**2,445**
Total RHNA		**11,632**												
Total Units			**2,020**	**910**	**98**	**531**	**-**	**-**	**-**	**-**	**-**	**-**	**3,559**	**8,073**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

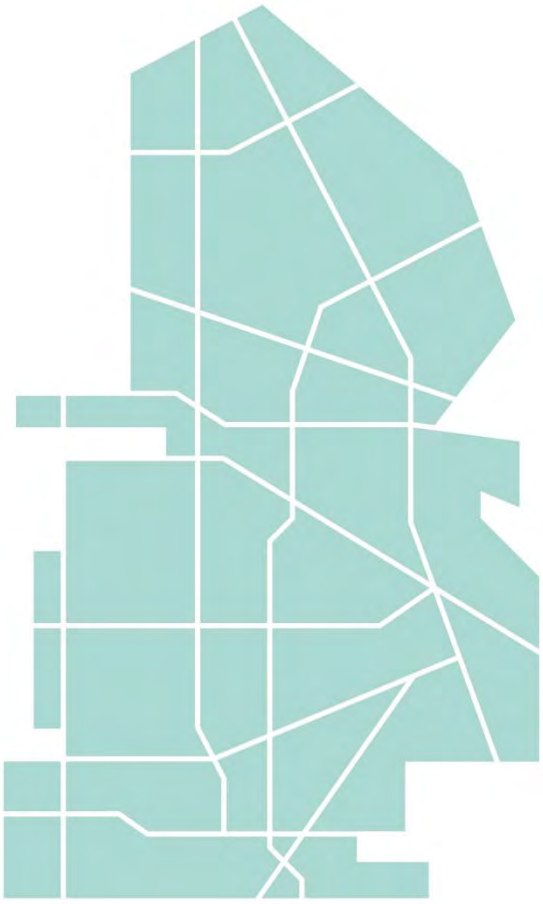
City of Santa Clara
The Center of What's Possible

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HOUSING SUCCESSOR ANNUAL REPORT

REGARDING THE LOW- AND MODERATE-INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2024-25
PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)
FOR THE CITY OF SANTA CLARA

Submission Date: March 31, 2026



City of Santa Clara
The Center of What's Possible

HOUSING SUCCESSOR ANNUAL REPORT REGARDING THE LOW- AND MODERATE-INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2024-25 PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f) FOR THE CITY OF SANTA CLARA

The Housing Successor Annual Report (Report) regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and describes the status of the LMIHAF as of June 30, 2025. The Report further provides certain details regarding the City of Santa Clara, as Housing Successor ("Housing Successor" or "City"), and its activities during Fiscal Year 2024-25 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor, the Santa Clara City Council, an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by staff and information contained within the financial records of the Low- and Moderate-Income Housing Asset Fund 169 for Fiscal Year 2024-25. The Report conforms with and is organized into Sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited. This section also includes a reporting on the amount the Housing Successor received pursuant to Health and Safety Code Section 34191.4(b)(3)(A) for sponsoring community loan repayments.

II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

III. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

IV. **Statutory Value Of Assets Owned By Housing Successor In LMIHAF:** Under the Dissolution Law, and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency, as listed on the housing asset transfer schedule approved by the Department of Finance, as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

V. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are

unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

VI. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

VII. **Status of Compliance with Section 34176.1:** This section provides a status update on compliance with Section 34176.1 (amending the dates to initiate activities consistent with development of affordable housing under Section 33334.16). For interests in real property acquired on or after February 1, 2012, this section provides a status update on the project.

VIII. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations of the former redevelopment agency and how the Housing Successor plans to meet any unmet obligations.

IX. **Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five-year period, with the time period beginning January 1, 2014, and whether the statutory thresholds have been met. However, reporting of the Income Test was reported in 2024 (FY23-24) and will be reported again in 2029 (FY2028-29 Report).

X. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former redevelopment agency and its host jurisdiction within the same time period. For this Report the ten-year period is July 1, 2015- June 30, 2025.

XI. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

XII. **Inventory of Assisted Homeownership Units:** An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This Report is to be provided to the California Department of Housing and Community Development by April 1, 2026. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website, www.santaclaraca.gov.

I. AMOUNT DEPOSITED INTO LMIHAF (INCLUSIVE OF DEPOSITS MADE PURSUANT TO SECTION 34191.4(B)(3)(A))

Source	Amount
First Time Homebuyer Loan Repayment (Principal & Interest)	$166,142
Housing Rehab Loans-NCIP (Principal & Interest)	$0
AH Development Loans Repayment (Principal & Interest)	$1,189,170
Use of Money & Assets (Interest, Rent, Misc. Other Revenue)	$187,240
20% Set Aside on Sponsoring Community Loan Repayments Pursuant to Safety Code Section 34191.4(b)(3)(A)	-
Developer Fees	$0
Land Sale Proceeds	$
Total from all sources deposited in Fiscal Year	$1,542,552

A total of $1,542,552 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of $0 was held for items listed on the ROPS. The City did not receive any loan repayments under Section 34191.4(b)(3)(A) from the Successor Agency for funds borrowed from the City by the former redevelopment agency. Because no payments were made, no deposits were required to be made into the City's LMIHAF that were associated with sponsoring community loan repayments under Health and Safety Code Section 34191.4(b)(3)(A).

II. ENDING BALANCE OF LMIHAF

Balance of LMIHAF as of 6/30/25	
Subject	**Balance**
Previous balance + Current Deposits - Expenditures	$5,154,665

At the close of the Fiscal Year, the ending balance in the LMIHAF was $5,154,665 of which $0 is held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

Subject	Amount
Monitoring & Administration	$303,197
Homeless Prevention and Rapid Rehousing Services Expenditures	$249,989
Housing Development Expenditures for pre-development expenses	$0
Total Expenditures	$553,186

The primary expenditures from the LMIHAF were for the Homeless Prevention, Case Management services for the Tenant Based Rental Assistance (TBRA) program, and Rapid Rehousing Services and expenditures.

The City entered into two separate agreements with program service providers totaling $250,000

from LMIHAF funds. The TBRA program was administered by Abode Services. The City allocated LMIHAF funds in the amount of $140,000 to Abode Services to provide case management services and general program administration services for the TBRA program. Federal Home Investment Partnerships Act (HOME) funds in the amount of $701,184 were allocated for subsidies and deposits, and $160,697 from City Affordable Housing funds were allocated to supplement the LMIHAF funds. The TBRA program provides housing and case management services to individual and families who are homeless or at risk of homelessness. The second agreement is with the County of Santa Clara to provide intensive case management and other supportive services for homeless individuals in order to obtain and maintain permanent housing. The agreement is for $125,000 of which $110,000 comes from LMIHAF funds.

IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

Asset Category - Loans	# of Loans	Statutory Value
First Time Home Buyers	20	$663,462
Housing Rehab- NCIP	2	$93,324
Development Loans	30	$103,167,297
Total Loan Balances		**$103,924,083**
Asset Category - Land		**Statutory Value**
Land Held for Development		
3575 De La Cruz Boulevard		$1,703,500
Land Developed with Affordable Housing		
Presidio El Camino Affordable Housing		$2,694,997
Charities Housing - Homesafe		$1,479,897
76 N Winchester Boulevard (formerly 90 N Winchester Blvd)		$7,596*
Monroe Commons Affordable Housing		$5,400,270
Total Land Balances		$11,286,260
Total Statutory Value of Assets Owned by Housing Successor		**$114,795,317**

*The affordable senior housing project land (APN 303-17-054) has a cost of $7,596.

V. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

No previous projects required LMIHAF transfers during the fiscal year.

VI. PROJECT DESCRIPTIONS

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

VII. STATUS OF COMPLIANCE WITH SECTION 34176.1

Section 34176.1 provides that the deadlines in Section 33334.16 do not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

The following provides a status update on the project for a property that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012:

Address	Date of Transfer approval from DOF	Deadline to initiate activity	Current Status
3575 De La Cruz Boulevard	7/16/2013	7/16/2018	Awarded and Executed ENA (ENA Extended to December 2025)

3575 De La Cruz Boulevard:

On January 29, 2018, the Housing and Community Services Division held a Community Engagement Meeting at the Northside Library to discuss plans for the future development of the City-owned site at 3575 De La Cruz Boulevard. The RFP was issued in June 2018 and on April 9, 2019, Santa Clara's City Council approved an ENA with Habitat for Humanity Company for the development of 3575 De La Cruz Boulevard. The ENA provided an initial negotiating period of 18 months, commencing on the date of the Agreement was fully executed, which could be extended for two additional periods of six months each by the City Manager upon presentation of a written request from the Developer together with a schedule of tasks to be accomplished during the additional period. Both six-month extensions were authorized by the City Manager. As allowed under the ENA, the City Manager granted two six-month extensions for the ENA on December 14, 2020 and the second on July 12, 2021. Since that time, six additional extensions were signed extending the ENA until December 31, 2025 to allow Habitat for Humanity additional time to prepare a Disposition and Development Agreement (DDA) for Council consideration.

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: According to the FY2009/10 - FY2015/16 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at www.santaclaraca.gov

There are no existing replacement housing obligations.

Inclusionary/Production Housing: According to the FY2009/10 - FY2015/16 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at www.santaclaraca.gov

There are no existing inclusionary production obligations.

IX. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

This information was reported in FY 2023-24 report and every five years thereafter. The next report is expected to be in FY 2028-29.

X. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10-year period of 7/1/2015-6/30/2025. The aggregate number of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years did not exceed 50 percent of the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period. Therefore, the restrictions under Section 34176.1(b) do not apply. Please note that there were no new deed-restricted senior rental housing units for seniors during this reporting period, so the total percentage of assisted senior housing remains unchanged.

Senior Housing Test	10 Year Test
July 1, 2015 - June 30, 2025	

# of Assisted Senior Rental Units by Former RDA	0
# of Assisted Senior Rental Units by City	79
# of Assisted Senior Rental Units by Housing Successor	164
Total # of Assisted Senior Rental Units	**243**
# of Assisted Rental Units by Former RDA	0
# of Assisted Rental Units by City	424
# of Assisted Rental Units by Housing Successor	372
Total # of Assisted Rental Units	**796**
Assisted Senior Housing Percentage	**30.53%**

XI. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the LMIHAF account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The Housing Successor created the LMIHAF account on February 1, 2012. The LMIHAF Balance on Deposit of $4,055,297, this amount is less than the sum of the annual deposits made in the preceding four fiscal years of $5,034,690. As a result, the LMIHAF does not have an Excess Surplus.

Annual Deposits	Amount Deposited
FY 2020-21 LMIHAF Deposits	$1,552,257
FY 2021-22 LMIHAF Deposits	$1,322,898
FY 2022-23 LMIHAF Deposits	$1,203,963
FY 2023-24 LMIHAF Deposits	$955,572
Aggregate Deposits for 4 preceding fiscal years	$5,034,690
LMIHAF Balance on Deposit	**$4,055,297**
Encumbered Funds	
Unencumbered LMIHAF Balance on Deposit	**$4,055,297**
Excess Surplus	**$0**

XII. HOMEOWNERSHIP INVENTORY

This section contains an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

There are a total 57 of assisted homeownership units being monitored by the housing successor. No units were lost from the portfolio during the fiscal year and no units have been lost from the portfolio since February 1, 2012. A total of three units have been removed from the housing successor's portfolio during the fiscal year because the homeowners have satisfied the terms of the recorded affordability covenants.

No funds were returned as part of a program that protects the former agency's investment of funds from the LMIHAF. The Housing Successor did receive $166,142 of program income associated with the housing successor's homeownership portfolio.

ACTIONS NEEDED

This report must be submitted to the California Department of Housing and Community Development by April 1st. This report and the former redevelopment agency's Implementation Plans are posted on the City's website at www.santaclaraca.gov

City of Santa Clara
General Plan Amendments
2010-present

2/11/2026

GPA #	Project	File Number	Description	Notes
#73	1410 El Camino Real - The Presidio	PLN2010-08180	GPA# 73 from Gateway Thoroughfare to High Density Residential (3,025 sq.ft. of commercial use and 40 residential units)	11.09.2010 - City Council Approved
#74	2875 Lakeside Drive	PLN2010-08051	GPA #74 - General Plan Text Amendment for lot coverage; (5-story, 107 room extended stay hotel with podium parking at grade and 4 floors above)	GPA was withdrawn
#75	5403 Stevens Creek Blvd	PLN2011-08988	GPA #75 - General Plan Amendment from Low Intensity Office R&D to High Intensity Office R&D (Two 6-story office buildings totaling 295,500 sq.ft. & one below and above grade parking structure w/ a total of 1,118 on-site parking spaces; demolish existing commercial building [I-Hop])	07.17.2012 - City Council Approved
#76	45 Buckingham Drive	PLN2013-09799	GPA #76 from Community Mixed Use to High Density Residential (Four-story, 222 unit multi-family residential development with wrap parking structure w/ 375 on-site parking spaces; demolish of existing commercial building)	03.18.2014 - City Council Approved
#77	2585 El Camino Real	PLN2013-09805	GPA#77 - General Plan Amendment from Community Mixed Use to High Density Residential (60 condominiums at 43 DU/AC)	08.27.2013 - City Council Approved
#78	2611 El Camino Real	PLN2013-09744	GPA #78 General Plan Amendment from Regional Mixed Use to High Density Residential (183 multi-family residential project; demolish commercial)	09.15.2013 - City Council Approved
#79	166 Saratoga Avenue	PLN2013-10111	GPA #79 - General Plan Amendment from Community Mixed Use to Medium Density Residential (33 townhomes)	12.09.2014 - City Council Approved
#80	2620-2800, 2423-2475 Augustine Drive	PLN2014-10256	GPA #80 - General Plan Amendment from High Intensity Office/R&D to Community Commercial [Retail Center] and Light Industrial to High Intensity Office/R&D [Office Phase II & III] (up to 1,243,300 s.f. of office space and up to 125,000 s.f. of retail space for a total (inclusive of Office Phase I) of up to 2,000,100 square feet of development)	06.10.2014 - City Council Approved
#81	1313 Franklin Street	PLN2014-10542	GPA #81 - General Plan Amendment from Community Mixed Use to Regional Mixed Use (44 residential condominium units and 14,500 s.f. retail)	01.13.2015 - City Council Approved
#82	1701 Lawrence Road	PLN2014-10320	GPA #82 - General Plan Amendment from Medium Density Residential to Low Density Residential (9-unit townhome project; demolish two commercial buildings and a single family residence)	04.07.2015 - City Council Approved
#83	5155 Stars & Stripes	PLN2014-10554	GPA #83 - General Plan Amendment from Parks/Open Space and Regional Commercial to Urban Center/Entertainment District (up to ~9.16M s.f. of office, retail, residential, hotel and entertainment facilities; new open space, parking, roadways, and infrastructure; demolish existing structures)	06.28.2016 - City Council Approved
#84	2505 Augustine Drive, 3333 Octavius Drive	PLN2014-10577	GPA #84 - General Plan Amendment for Santa Clara Square Office Phases II and III (Light Industrial to High Intensity Office/R&D) (6-8 story office buildings)	11.18.2014 - City Council Approved
#85	2780 El Camino Real	PLN2015-11360	General Plan Amendment #85 from Regional Mixed-Use to Density Residential (158 apartments; demolish bowling alley)	Withdrawn
#85	2780 El Camino Real	PLN2017-12669	General Plan Amendment #85 from Regional Mixed-Use to Medium Density Residential (58 townhomes; demolish bowling alley	5/22/2018 - City Council Approval
#86	Lawrence Station Area Plan	PLN2014-10500	GPA #86 - General Plan Amendment for Lawrence Station Area Plan from Low Intensity Office/R&D to Medium, High, and Very High Density Residential (up to 3,500 residential units and up to 104k s.f. commercial, plus parkland, roads, and infrastructure)	11/29/2016 - City Council Approved
#87	1205 Coleman Avenue	PLN2016-12318	GPA #87 - General Plan Amendment for the Santa Clara Station Focus Area to allow residential development at 51 - 100 du/ac and commercial development at a minimum 0.20 FAR (up to 1,600 residential units and approximately 220k s.f. hotel/retail/restaurant)	7/9/2019 - City Council Approved
#88	575 Benton Street	PLN2015-10980	GPA #88 - General Plan Amendment from Santa Clara Station High Density Residential and Santa Clara Station Low Density Residential to Santa Clara Station High Density Residential and to include a policy to allow limited neighborhood commercial uses within the Santa Clara Station Focus Area on a 5.8-acre site (318 apartments and approximately 22,000 s.f. commercial)	02/23/2016 - City Council Approved
#89	3905 Freedom Circle	PLN2017-12516	GPA #89 - General Plan Amendment from High Intensity Office/R&D to a Very High Density Residential to allow up to 1,100 residential units with 1,540 parking spaces, up to 2,000 square foot of commercial with 10 parking spaces and a 2-acre public park.	Pending - 3/31/2020 PCC (deemed incomplete)
#90	100 N. Winchester Boulevard	PLN2015-11231	GPA #90 - General Plan Amendment from Regional Commercial to High Density Residential (92 market rate senior units)	01/12/2016 - City Council Approved

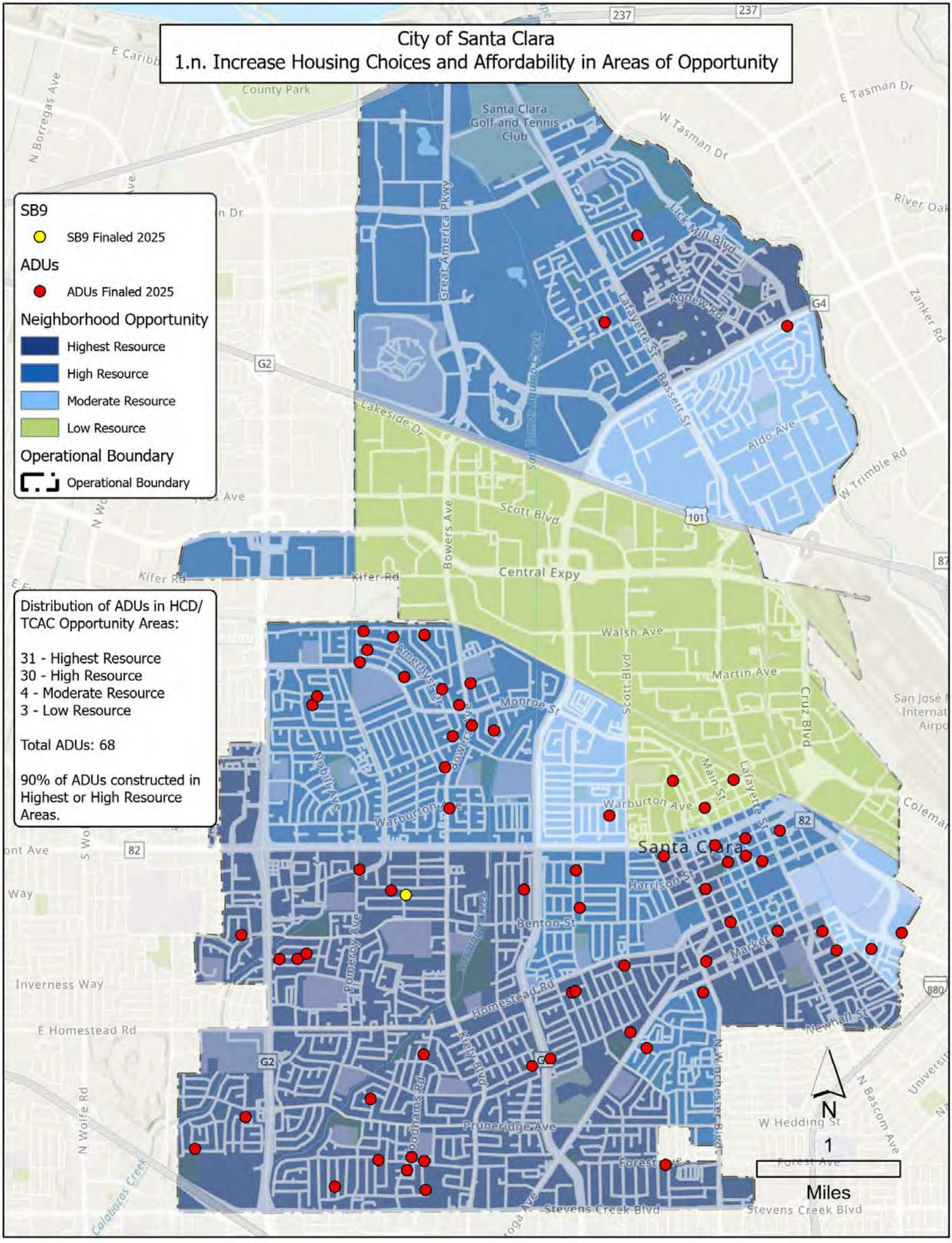
City of Santa Clara
General Plan Amendments
2010-present

2/11/2026

GPA #	Project	File Number	Description	Notes
#91	575 Benton Street	PLN2017-12489	GPA #91 - General Plan Amendment #88 from High Density Residential to Very High Density Residential (355 apartment units, and ~22,000 square feet of retail)	7/17/2018 - City Council Approved
#92	2600 - 2610 Augustine Drive, 3300 - 3380 Montgomery Drive, et. al.	PLN2015-10899	GPA #92 - General Plan Amendment from Light Industrial/Community Commercial to Regional Mixed Use, and Light Industrial to High Density Residential (1800 apartments, 40,000 s.f. retail, & associated improvements)	12/15/2015 - City Council Approved
#93	2500 El Camino Real, et. al.	PLN2016-11684	GPA #93 - MARIANI General Plan Amendment from Community Mixed Use to Regional Mixed Use for the development of 332 market rate residential	Pending - PC/CC after ECR SP Visioning
#94	Tasman East SP	PLN2016-12400	Light Industrial to Transit Neighborhood	11/13/2018 - City Council Approval
#95	El Camino Real SP	PLN2014-10776	GPA #95 - Up to 6,200 residential units beyond the 2,073 that were allocated under the 2010 General Plan and of which some of those residential units have been constructed in the project area. Additionally, the Preferred Land Use Alternative would reduce the commercial space which currently exists in the project area by 315,000 square feet.	Pending
#96	3005 Democracy Way	PLN2017-12924	High-Intensity Office/Research and Development (R&D) to a new designation allowing high-intensity mixed use development, including residential and office	6/7/2022 - City Council Approval
#97	Patrick Henry Drive Plan	Patrick Henry Drive SP	The Specific Plan will analyze two scenarios: 1) Up to 12,000 net new residential units and 310,000 net new square feet of non-residential uses, including retail and education facilities. 2) The same as the (1) but would substitute office for high-density residential along the east edge of the Plan Area, amounting to an approximate total of 10,300 net new residential units,785,000 net new square feet of office, and 310,000 net new square feet of other nonresidential uses.	3/22/2022 - City Council Approval
#98	Freedom Circle Focus Area	Freedom Circle Focus Area	The Focus Area would allow, subject to a future planning study, 2,500 dwelling units beyond those anticipated in the Greystar General Plan Amendment (described below), and 2 million square feet of additional office space beyond that allowed under the current high-intensity office designation.	6/7/2022 - City Council Approval
#99	Climate Action Plan	PLN2018-13646	Climate Action Plan Update	6/7/2022 - City Council Approval
#100	Zoning Code Update		General Plan Text Amendment to remove the area limitation for manufacturing in the Low- and High-Intensity Office General Plan Designations, and to allow Medical Sevices in the High Intensity Office General Plan Designation	12/19/2023 - City Council Approval
#101	1601 Civic Center Drive	PLN21-15206	General Plan Amendment from Community Commercial to High Density Residential	11/15/2022 - City Council Approved
#102	Housing Element Update	Housing Element Update	Housing Element Update to meet the requirements of the City's 6th Cycle Regional Housing Needs Assessment (RHNA)	1/31/2023 - City Council Approval
#103	Housing Element Update re- do	Housing Element Update re-do	Housing Element Update to meet the requirements of the City's 6th Cycle Regional Housing Needs Assessment (RHNA)	6/27/2023 - City Council Approval
#104	The Alameda Mixed-Use	PLN22-00448	General Plan Amendment from Neighborhood Mixed-Use to Very High Density Residential	8/29/2023 - City Council Approval
#105	Downtown Precise Plan	PLN2019-13823	Downtown Precise Plan to implement the community's vision and objectives for a vibrant, pedestrian-oriented destination Downtown with a mix of residential, office, and civic uses.	12/5/2023 - City Council Approval
#103	PLN21-15069	2805 Bowers	General Plan Amendment and Architectural Review to demolish the existing approximately 55,000 square foot 2-stoy building and construct a new 4- story 244,068 square foot **data center** with a substation.	8/27/2024 - City Council Approval
#96	PLN2017-12924	3005 Democracy Way	(Kylii) GPA from High-Intensity Office/Research &Development (R&D) to a new designation Urban Center Mixed Use (residential density range is 60 - 250 dwelling units per acre) and Urban Center Mission Point (minimum FAR is 1.5) allowing up to 3 million sf of office,1,800 residential units, and 100,000sf of retail/community amenities.	11/19/2024 - City Council Approval
#106	Housing Element Update	Citywide	General Plan Amendment to update the Housing Element of the General Plan for the period of 2023-2031 with revisions responding to requests from the state department of Housing and Community Development	5/7/2024 - City Council Approval

GPA #	Project	File Number	Description	Notes
#107	Zoning Map consistency	Citywide	Actions on the Zoning Code Update Related to the Adoption of the Zoning Map, Including: General Plan Amendments to Change the Residential Land Use Designations on Identified Properties to Preserve Residential Capacity, per State Law; A "Cleanup" Ordinance to Amend Title 18 ("Zoning"); and Adoption of the Zoning Map, Consistent with the City's General Plan Land Use Diagram (*30 parcels of City right-of-way designated for residential; approx. 20 parcels designated for residential that are developed with City facilities; and approx. 30 parcels designated for residential that are developed with houses of worship*)	7/16/2024 - City Council Approval
#108	Freedom Circle Focus Area text amendment	Freedom Circle Focus Area	A resolution of the city of Santa Clara, California, approving a general plan text amendment adding a policy to the Freedom Circle Future Focus Area plan to clarify the requirements for preparing a comprehensive plan prior to additional development.	3/25/2025 - City Council Approval
#109	Housing Element sites inventory modification	4701 PHD and 3005 Democracy Wy	A resolution of the city of Santa Clara, California, adopting an amendment to the General Plan to remove one site (4701 Patrick Henry Drive) from and add one site (3005 Democracy Way) to the adopted housing element sites inventory and make associated text edits	4/29/2025 - City Council Approval
#110	Multi-jurisdictional Hazard Mitigation Plan	Citywide	A resolution of the City of Santa Clara, California, adopting a General Plan Amendment incorporating the multi-jurisdictional hazard mitigation plan and the city's local annex into the city's general plan	4/29/2025 - City Council Approval
#111	Future Focus Area deletions	Citywide	A resolution of the City of Santa Clara, California, adopting an amendment to the general plan to remove the Lawrence Station Phase II focus area, the Central Expressway and De la Cruz future focus areas, and make associated text and diagram edits	5/27/2025 - City Council Approval
#112	Open Space Element Update	Citywide	A resolution of the City of Santa Clara, California, to approve a general plan text amendment to update the City's General Plan Open Space Element, consistent with state law	12/16/2025 - City Council Approval

City of Santa Clara
1.n. Increase Housing Choices and Affordability in Areas of Opportunity



Internet Links

City of Santa Clara General Plan website, with additional APR reporting:

City of Santa Clara General Plan and previous years' APRs:
https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan

Map of deed-restricted affordable housing in the City of Santa Clara
https://www.santaclaraca.gov/home/showpublisheddocument/86544/638778906401435116

Map of Accessory Dwelling Units produced, 2023-2024
https://www.santaclaraca.gov/home/showpublisheddocument/86548/638778906540977517

Map of SB9 units produced, 2023-2024
https://www.santaclaraca.gov/home/showpublisheddocument/86546/638778906483794164

These documents are available for viewing in the Community Development Department/Planning Division

26-170 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations From 5453 Great America Parkway to 5200 Patrick Henry Drive to 2895 Northwestern Parkway, With an Estimated Cost of $9,741

BACKGROUND

Section 1310 of the Santa Clara City Charter (Contracts on Public Works) states “that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

Silicon Valley Power (SVP) currently employs two Fiber Splicing Technicians to primarily perform maintenance and repairs to meet the performance standards of fiber customers, which includes City departments and commercial customers. Fiber Splicing Technician activities include basic splicing and distribution changes to fiber optic cables; pulling, laying, aligning, and positioning fiber optic equipment for new connections to SVP’s fiber network; and performing fusion splicing at building entrances and in maintenance spaces.

DISCUSSION

Currently, the SVP fiber optic network serves SVP, other City departments, and various commercial customers. The Fiber Splicer Technician performs a variety of specialized activities from maintenance and repair to new or re-spliced interconnections to SVP’s network. Each interconnection can be unique, involving different hours of labor depending on the number of fibers required to be spliced and the particular location within the network.

Large or extensive projects involving extending fiber cable being laid along new paths or significant distances or adding conduit or related infrastructure are performed by a construction contractor through a public works contract. SVP spends up to $1 million per year on these public works contracts.

Staff believes that the work described below is better performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating, maintaining and repairing the fiber optic system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings.

Therefore, staff recommend that the City Council declare and determine that City forces can better perform the following fiber optic projects and approve the use of City forces for such projects:

Estimate Number:	FWM#001426
Location:	From 5453 Great America Parkway to 5200 Patrick Henry Drive to 2895 Northwestern Parkway
Type of Service:	Fiber
Description of Work:	Splice, terminate and test fibers for a new route from 5453 Great America Parkway to 5200 Patrick Henry Drive to 2895 Northwestern Parkway.
Estimated Cost:	$9,741
Appropriation:	Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion
Source of Revenue:	Customer/Developer Contribution

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15303 (Class 3 - New Facilities) of Title 14 of the California Code of Regulations, as the proposed work consists of the installation of new small fiber optic facilities.

FISCAL IMPACT

The funds to support the staff time for work performed by Silicon Valley Power (SVP) and related construction materials for the work detailed in this report, totaling $9,741, are included in the Fiscal Year 2025/26 Budget, Fiber Development, Design, and Expansion capital project (CIP 2004) in the Electric Utility Capital Fund. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

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 the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Facilities) 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 with an estimated cost of $9,741, located from 5453 Great America Parkway to 5200 Patrick Henry Drive to 2895 Northwestern Parkway, is 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 this public work consistent with this authorization.

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Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

powered by Legistar™

26-232 Agenda Date: 3/24/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Amendment No.1 to the Agreement with Advanced Integrated Pest Management for Pest Control Services at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount by $82,500, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director 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 the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

On January 7, 2023, the Stadium Manager issued a Request for Proposals (RFP) to solicit qualified firms to provide pest control services at Levi's Stadium. Three firms submitted proposals by the established deadline. Following a review and evaluation of the proposals, Advanced IPM was determined to be the most qualified firm based on its experience, quality of service, and cost. The Stadium Manager subsequently conducted a Best and Final Offer (BAFO) process, resulting in a negotiated not-to-exceed contract amount of $250,000 for a three-year term.

On March 7, 2023, the Stadium Authority approved the Stadium Manager's request to enter into a three-year agreement with Advanced Integrated Pest Management (Advanced IPM) to provide pest control services at Levi's Stadium for the period of April 1, 2023 through March 31, 2026, in an amount not to exceed $250,000 (Attachment 1).

To ensure continuity of pest control services at Levi's Stadium in advance of the initial three-year term expiring on March 31, 2026, the Stadium Manager is requesting approval for the following actions related to the Agreement with Advanced IPM:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the agreement with Advanced IPM to increase the maximum compensation by $82,500 to cover services from April 1, 2026 to March 31, 2027.
2. Authorize the Executive Director to approve future amendments to the Agreement with Advanced IPM to: (a) exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $86,625 to cover services from April 1, 2027 to March 31, 2028, and (b) increase the total not-to-exceed amount by up to an additional $25,000 as contingency for unanticipated services, which may be utilized in during the fourth or fifth contract years, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment of the Agreement with Advanced IPM, under the same basic terms and conditions, on a month-to-month basis for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $45,478 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business, with thirty (30) calendar days' notice to the contractor to terminate the agreement.
4. The total not-to-exceed maximum compensation for the Agreement with Advanced IPM, inclusive of contingency and all contract years, shall not exceed $489,603.

A Recommendation Memo was submitted describing the Stadium Manager's request in more detail (Attachment 3).

DISCUSSION

Continued pest control services are necessary to ensure the facility remains in optimal condition for daily staff activities and events. Pest management at a large-scale, multi-use facility requires familiarity with the site's infrastructure, food service areas, and event operations. Extending the current agreement ensures continuity of service, operational stability, and regulatory compliance.

By exercising the first of two one-year extension options, Stadium Manager will have continuity with Advanced IPM, maintaining the cleanliness and pest management required for Levi's Stadium. To ensure the Stadium remains fully operational, Stadium Manager requires flexibility to manage vendor transitions effectively. As such, the Stadium Manager is also requesting for delegated authority to the Executive Director to approve future amendments to the agreement to respectively 1) approve future amendments to the Agreement to: (a) exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $86,625 (reflective of a 5% increase) to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, and (b) increase the not-to-exceed amount by up to an additional $25,000 as contingency for unanticipated services, which may be utilized during the fourth or fifth contract years, all subject to the same basic terms and conditions and budget appropriations, and 2) approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $45,478 (reflective of a 5% increase) to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations.

The requested month-to-month authority would allow for an orderly transition to a recommended contractor following a competitive procurement process, flexibility to prevent any lapse in critical pest control services, and sufficient time for contractor mobilization and knowledge transfer, with thirty (30) calendar days' written notice to terminate the agreement. Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Description	Amount
Initial Three-Year Term (4/1/23 - 3/31/26)	$250,000
Optional Year 4 (4/1/26 - 3/31/27)	$82,500
Optional Year 5 (4/1/27 - 3/31/28)	$86,625
6-Month As-Needed Extension (4/1/28 - 9/30/28)	$45,478
Contingency	$25,000
Total Not-to-Exceed Maximum Compensation	$489,603

Optional Years 4 and 5 assume an annual price increase of 5%. A contingency is included to account for unanticipated service requirements. The Stadium Manager has provided the following reason for the increased agreement amounts that reflect a 5% increase and maximum 5% for rate increases, “This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.” The Stadium Manager or vendor is responsible for providing reasonable justification for any rate increases for future amendments. If the Stadium Manager’s requests are approved, the Executive Director will have delegated authority to approve such rate increases, up to 5%, and anything higher will have to go to the Stadium Authority Board for additional approval. The Stadium Manager will be responsible for managing expenditures throughout the term of the agreement based on operational needs, provided the overall maximum compensation is not exceeded. This approach allows for continued Stadium Authority oversight, while streamlining the approval process for future amendments.

Based on the review of the Stadium Manager’s request, the provided information, and the draft Amendment No. 1, staff recommends approval of the Stadium Manager’s requests related to the Agreement with Advanced IPM to continue pest control services at Levi’s Stadium with minor modifications - with respect to the recommendation to approve Amendment No. 1 also include reference to the updated compensation and fee schedule; and update the word “increase” to “adjust” relating to the contract year five and six-month extension’s compensation and fee schedules in the recommendation language. For clarity, the Executive Director will have delegated authority to approve rate increases of up to 5%, subject to the maximum compensation.

The Stadium Authority Counsel’s Office has reviewed the Amendment No. 1 to the Agreement for comparison to the Stadium Authority’s customary language. Nothing in the proposed Amendment No. 1 or Agreement 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 the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Additionally, the action being considered is exempt from the CEQA pursuant to CEQA Guidelines section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

The requested Amendment No. 1 will increase the Agreement's total not-to-exceed amount by $82,500, from $250,000 to $332,500 over the four-year term. Future amendments to the Agreement, as requested through delegated authority to the Executive Director for approval, may increase the agreement's total not-to-exceed amount to $489,603 through September 30, 2028.

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 the agreement cost for the fourth contract year. As the requested action for the fifth contract year and additional six-month extension covers FY 2027/28 and FY 2028/29, those agreement amendments will be subject to future budget appropriations.

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 execute an Amendment No. 1 to the Agreement with Advanced Integrated Pest Management for pest control services at Levi's Stadium to increase the maximum compensation by $82,500 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2.
2. Authorize the Executive Director to approve future amendments to the Agreement with Advanced Integrated Pest Management to: (a) exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $86,625 to cover services from April 1, 2027 to March 31, 2028, adjust the compensation to reflect rate increases not to exceed 5% over the

prior year upon providing reasonable justification of rate increases, and (b) increase the total not-to-exceed amount by up to an additional $25,000 as contingency for unanticipated services, which may be utilized during the fourth or fifth contract years, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement with Advanced Integrated Pest Management, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $45,478 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations.
4. The total not-to-exceed maximum compensation for the Agreement with Advanced Integrated Pest Management, inclusive of contingency and all contract years, shall not exceed $489,603.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with Advanced Integrated Pest Management
2. Draft Amendment No. 1 to Agreement with Advanced Integrated Pest Management
3. Stadium Manager’s Recommendation Memo

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LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
ADVANCED INTEGRATED PEST MANAGEMENT

This Agreement for the Performance of Services ("Agreement") is made and entered into on April 1, 2023 ("Effective Date") by and between ADVANCED INTEGRATED PEST MANAGEMENT, a California corporation with its principal place of business at 1110 Melody Lane, Roseville, CA 95678 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of [insert type of general service] as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by

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Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

Contractor 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. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager 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

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persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material

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breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

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H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement

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and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and

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subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

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C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

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15. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

16. 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 Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. 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 Stadium Manager, 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 shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible

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for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, 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 Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

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24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

27. SEVERABILITY CLAUSE.

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

28. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Attention:	Francine Hughes, EVP & General Manager, Levi's Stadium
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	Cheylynn Caputo, Commercial Account Manager Brock Peck, Director of Business Development
Address:	Advanced Integrated Pest Management 1605 Remuda Lane San Jose, Ca 95131

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If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or 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

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Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

[***Signatures continued on next page***]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____

9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

CONTRACTOR:

ADVANCED INTEGRATED PEST MANAGEMENT

DocuSigned by:

By: Cheylynn Caputo

E731079F005041E...

Name: Cheylynn Caputo

Title: Commercial Account Manager

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EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services at the Stadium during the Term, as directed by Stadium Manager:

1. Contractor shall provide pest control services, a minimum of twice weekly, in and around the Stadium, including, but not limited to, the following areas:

    a. Kitchens

    b. Concessions Areas and Club

    c. Food Prep and Storage Areas

    d. Grounds Keeping Area

    e. Safety and Security Team Office

    f. Guest Services, Operations Offices

    g. Restrooms

    h. Bars

    i. Ticketing Office

    j. Production Command Cener

    k. Studios

    l. Warehouse Areas

    m. Service Corridors

    n. Broadcasting Areas

    o. Pantries

    p. Dock Area

    q. Storage Rooms

    r. Suites

    s. Retail and Retail Storage

    t. Pump Rooms

    u. Employee Breakrooms

    v. Trash Chutes, Trash Rooms

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w. Data Center, Network Operations Center

x. Parking

y. Conference, Private Rooms

z. Offices

aa. All Locker Rooms

bb. Coaches' Areas

cc. Mothers' Rooms, Family Rooms, and Nurseries

2. Contractor shall perform visual inspections and evaluations in and around the Stadium as necessary.

3. The following pests shall be included in the services performed by Contractor:

    a. Structural Invading Insects that crawl and fly such as ants, beetles, fleas, flies, wasps, gnats, maggots, moths, ticks, roaches, silverfish, spiders, earwigs, weevils, crickets, bees, yellow jackets, hornets, etc.

    b. Termites and Wood Destroying Beetles

    c. Rodents (mice, rats, ground squirrels, gophers, etc.)

    d. Birds

    e. Bed Bugs

    f. Feral Cats

4. Contractor shall perform any dead animal removal at the Stadium, as requested.

5. Contractor shall provide any and all bait stations for use as required for the Services at the Stadium. All bait boxes shall be maintained in accordance with State and local regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following points:

    a. All bait stations shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

    b. The lids of all bait stations shall be securely locked or fastened shut.

    c. All bait stations shall be labeled on the outside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation.

    d. Bait stations shall include labeling active ingredients and % of that active ingredient, EPA registration numbers, emergency contact phone numbers of contractors, common name of pesticide (rodenticide) and signal word on pesticide label, (i.e. Warning, Caution, Danger)

6. As part of the Services performed in the initial month of the Term, Contractor shall provide Stadium Manager written documentation indicating the placement of numbered rodent control equipment. Contractor shall also perform a thorough initial treatment of the entirety of the Stadium and exterior/perimeter to ensure effectiveness of service.

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7. Contractor shall inform Stadium Manager of any and all types of services to be performed by Contractor at the Stadium and shall receive approval of such services prior to commencement. All services shall be LEED compliant and follow all recommended protocols.

8. Any follow-up or special procedures necessary in-between scheduled service visits shall be performed at no cost to the Stadium Manager.

9. In the event that the Stadium or a portion thereof is determined to have a serious pest problem and special treatment not within the regular scope of the job is necessary, the Contractor shall immediately notify Stadium Manager of the pest problem, the solution of the type of service to be done, and obtain the Stadium Manager's approval prior to treatment of the area.

10. Any emergency or special pest control services required by Stadium Manager shall be performed at no cost to the Stadium Manager.

11. All materials used in pest control work shall conform to Applicable Laws. The amount of pesticides applied at the Stadium shall be minimized through utilization of organic, biologic, or targeted application with approved low-toxicity products, while optimizing pesticide efficiency. All equipment utilized by Contractor shall be checked by Contractor weekly.

12. Rodenticides shall be only be used with all precautions to prevent the possibility of accidents to humans, domestic animals, and pets. Rodent control shall consist of permanent bait stations and catch-alls to be placed as needed. All equipment shall be numbered and checked weekly by Contractor.

    a. The equipment utilized by Contractor shall be in compliance with LEED standards, Federal and California Environment Protection Agency (EPA) & State Agriculture Commissioners Office.

    b. Rodent bait stations must be listed as "tamper resistant" In non-rural urban environments alternates to, must be between First ("FGAR") and Second ("SGAR") Generation Anticoagulant Rodentcides for the control of structural invading rodents. Pest control may also use non-anticoagulant baits in such environments.

    c. Prior to the installation of any rodent bait station a thorough inspection must be performed to reduce any potential hazard to non-target wildlife. Once installed these stations are shall be regularly inspected to ensure that they are in proper working order and that the bait is properly secured within each station.

13. Contractor shall utilize fly lights in and around the Stadium to reduce the fly population within the Stadium.

14. Contractor shall generate a monthly report within five (5) business days of the end of each calendar month for Stadium Manager detailing the following information for the services performed during the previous calendar month: date and time of services rendered; type of services performed including the chemicals utilized; any problem areas at the Stadium identified by Contractor along with the completed or proposed remedy. Any pest activitiy at the Stadium shall trigger an interim report detailing the activity to be provided to Stadium Manager as soon as reasonably possibly following detection by Contrator.

15. Such additional services as reasonably requested by Stadium Manager in connection with pest control services at the Stadium.

The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium during the Term.

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EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Service Location:

Levi's Stadium – 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Program:

Advanced Care LEED Certified Maintenance Program

Service Pricing from April 1, 2023 through March 31, 2026:

Monthly Service Fee: $6,820.00

Equipment Fees:

ILT Fly light purchase and installation (one time charge): $2,500

Equipment:

Stadium Manager shall own all Fly Light equipment. In the event additional equipment is required and approved the following charges shall apply:

1. Interior non-toxic devices (Tin Cats) at $16.00 each

2. Anchored, tamper-resistant bait station (with lock) at $22.00 each

Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

Total Not to Exceed Amount:

Year One: 4/1/2023 through 3/31/2024 - $85,000

Year Two: 4/1/24 through 3/31/2025 - $82,500

Year Three: 4/1/25 through 3/31/2026 - $82,500

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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars ($1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

6. Umbrella or excess liability insurance in the amount of Two Million Dollars ($2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

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[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10155
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
ADVANCED INTEGRATED PEST MANAGEMENT

1. Parties and Date.

This Amendment No. 1 to the General Services Agreement ("Amendment No. 1") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Advanced Integrated Pest Management, a California corporation with its principal place of business at 1110 Melody Lane, Roseville, CA 95678 ("Contractor") shall be effective on April 1, 2026 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By And Between Forty Niners Stadium Management Company LLC And Advanced Integrated Pest Management", dated April 1, 2023 ("Agreement"), for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term").

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services, and to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.2 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**ADVANCED INTEGRATED PEST MANAGEMENT**
Approved By:	
Francine Hughes EVP and General Manager	Lance Fedoration Commercial Account Manager
Date	Date

EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Service Location:

Levi's Stadium – 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054

Program:

Advanced Care LEED Certified Maintenance Program

Service Pricing from April 1, 2023 through March 31, 2027:

Monthly Service Fee: $6,820.00

Equipment Fees:

ILT Fly light purchase and installation (one time charge): $2,500

Equipment:

Stadium Manager shall own all Fly Light equipment. In the event additional equipment is required and approved the following charges shall apply:

1. Interior non-toxic devices (Tin Cats) at $16.00 each

2. Anchored, tamper-resistant bait station (with lock) at $22.00 each

Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

Total Not to Exceed Amount:

Year One: 4/1/2023 through 3/31/2024 - $85,000

Year Two: 4/1/24 through 3/31/2025 - $82,500

Year Three: 4/1/25 through 3/31/2026 - $82,500

Year Four: 4/1/26 through 3/31/2027 - $82,500

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: March 19, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Approval - Advanced Integrated Pest Management (Advanced IPM) Contract Amendment

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the Agreement with Advanced IPM (Agreement) for pest control services at Levi's Stadium to increase the maximum compensation by $82,500 to cover services from April 1, 2026 to March 31, 2027.

2. Authorize the Executive Director to approve future amendments to the Agreement to: (a) exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $86,625 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, and (b) increase the not-to-exceed amount by up to an additional $25,000 as contingency for unanticipated services, which may be utilized during the fourth or fifth contract years, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $45,478 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.

4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years, the six-month extension period, and contingency, shall not exceed $489,603.

Background:
On March 7, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with Advanced IPM to provide pest control services with an option to renew for two one-year periods. The initial term of the Agreement was from April 1, 2023 through March 31, 2026, with an aggregate not-to-exceed amount of $250,000 over the three-year period. Throughout the initial term, the actual aggregate annual expenditure for these services was approximately $241,800, remaining within the authorized limit. Total expenditures allocated to the SCSA were approximately $59,000 over the three-year period, after deducting charge backs to the food and beverage concessionaire.

Stadium Manager has a continued need for comprehensive pest control services to support the day-to-day operations and maintenance of Levi's Stadium. These services ensure the facility remains in optimal condition for daily staff activities and events. By exercising the first of two one-year extension options, Stadium Manager will have continuity with Advanced IPM, maintaining the cleanliness and pest management required for Levi's Stadium.

To ensure the Stadium remains fully operational, Stadium Manager requires flexibility to manage vendor transitions effectively. In the event that a new provider is selected through a competitive solicitation process at the end of the fifth contract year, an extension of up to six months may be required. This transitional period allows for the seamless handover of specialized pest management and the mobilization of a new contractor without a lapse in essential services.

Fiscal Impact:
The cost for this service is covered in the proposed FY26/27 SCSA Budget, Engineering Department, as a shared expense. Stadium Authority is responsible for 50% of the Shared Expenses portion of the Agreement cost.

Year 5 and the as-needed 6-month extension each include a maximum 5% increase year over year in the compensation and fee schedule. This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.

The six-month extension period amount of $45,478 is included to provide coverage during an active competitive solicitation process if necessary. This is calculated based on the Optional Year 5 NTE with an additional 5% increase. This brings the total not-to-exceed maximum compensation to $489,603, inclusive of all contract years, the six-month extension period, and contingency.

Description	**Combine NTE**
Initial Three-Year Term (4/1/23-3/31/26)	$250,000
Optional Year 4 (4/1/26-3/31/27)	$82,500
Optional Year 5 (4/1/27-3/31/28)	$86,625
Contingency (Any Contract Term)	$25,000
6-Month As-Needed Extension Period (4/1/28-9/30/28)	$45,478
Total Not-to-Exceed Maximum Compensation	**$489,603**

26-233 Agenda Date: 3/24/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Amendment No. 1 to the Agreement with Gachina Landscape Management, Inc. for Landscaping Services at Levi's Stadium to Extend the Term by One Year, Update the Compensation and Fee Schedule, and Add a Termination for Convenience Clause

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 the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

Landscaping at Levi's Stadium plays an important role in maintaining the facility's overall appearance, safety, and functionality. As a high-profile multi-purpose venue that hosts professional sporting events, concerts, and large public gatherings, the Stadium's exterior grounds and landscaped areas contribute significantly to the visitor experience and perception.

On April 18, 2023, the Stadium Authority approved the Stadium Manager's request to enter into a three-year agreement with Gachina Landscape Management, Inc. (Gachina) for landscaping services at Levi's Stadium for the period of April 19, 2023 through March 31, 2026, in an amount not-to-exceed $210,000 (Attachment 1). Through the same action, the Stadium Authority Board also authorized the Executive Director to approve the Stadium Manager's exercise of the options to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

The Stadium Manager is in the process of finalizing a competitive solicitation process to select a provider for the next contract term and anticipates requiring additional time beyond March 31, 2026 to enter into a new agreement and effectively transition services. To ensure continuity of services and sufficient time for the transition, the Stadium Manager is requesting approval to execute the first amendment with Gachina (Attachment 2) to extend the term of the agreement from April 1, 2026 to March 31, 2027; increase the total not-to-exceed compensation by $40,000 for the fourth contract year, for a total not to exceed agreement amount of $250,000; and amend the agreement to include a termination for convenience clause, which allows the Stadium Manager to terminate the agreement with thirty (30) calendar days' advance notice to the contractor. The draft Amendment No. 1 will also update the compensation and fee schedule.

A Recommendation Memo was submitted describing the Stadium Manager's request in more detail (Attachment 3).

DISCUSSION

The Stadium Authority Board's April 18, 2023 action related to the original Agreement with Gachina provided delegated authority to the Executive Director to approve the Stadium Manager's exercise of the options to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations. However, as the Stadium Manager's requested amendment will also include a termination for convenience clause under Section 13(A) (Termination of Agreement) and an updated compensation and fee schedule (Exhibit B-1 (Contractor Compensation and Fees). Therefore, the Stadium Manager and staff are providing the draft Amendment No. 1 for Board approval.

As noted above, the Stadium Manager is in the process of finalizing a formal competitive process for landscaping services, and expects to submit a recommendation for award for Stadium Authority Board approval in late March/early April 2026. The submission will require staff review and preparation of the corresponding agenda report. Based on the timeline communicated by the Stadium Manager, staff anticipates placing the new agreement on the May 5 or 19 agenda for Board approval. As such, the requested amendment provides operational flexibility to terminate the current agreement upon execution of a new agreement and transition of services to a new contractor resulting from the competitive process.

The Stadium Manager originally requested a month-to-month extension to maintain continuity through the solicitation process. However, Gachina would not accept a month-to-month extension but was amenable to adding a termination for convenience clause.

Under the current agreement, Section 13(A)(v-i) allows the Stadium Manager to terminate the agreement "for cause". A proposed amendment to Section 13(A)(vi) includes the following language, providing the Stadium Manager the ability to terminate for convenience:

> "Stadium Manager shall also have the right to terminate this Agreement for convenience by providing Contractor with thirty (30) calendar days' prior written notice."

The termination for convenience clause addresses the continuity of services until a new agreement is approved and transition period to onboard a new landscaping service provider.

Based on the review of the Stadium Manager's request and draft Amendment No. 1, staff recommends approval of the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Gachina to ensure continuity of landscaping services at Levi's Stadium until a new vendor is onboarded.

The Stadium Authority Counsel's Office has reviewed the Amendment No. 1 to the Agreement for comparison to the Stadium Authority's customary language. Nothing in the proposed Amendment No. 1 or Agreement 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 the maintenance of existing landscaping 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 requested Amendment No. 1 would increase the total not-to-exceed amount of the agreement by $40,000, from $210,000 to $250,000 over the four-year term.

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 with Groundskeeping being 30/70 between the Stadium Authority and StadCo respectively.

There are sufficient funds in the FY 2026/27 Shared Stadium Expenses Groundskeeping line item to cover the Stadium Authority's thirty percent (30%) share of the agreement cost for the fourth contract year (up to $12,000).

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

Approve the Stadium Manager's request to execute an Amendment No. 1 to the Agreement with Gachina Landscaping Management, Inc. to extend the term through March 31, 2027, in an amount not-to-exceed $40,000 for the fourth contract year and not-to-exceed $250,000 over the four-year term, subject to budget appropriations, update the compensation and fee schedule with Exhibit B-1, and add a termination for convenience clause.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with Gachina Landscape Management, Inc.
2. Draft Amendment No. 1 with Gachina Landscape Management, Inc.
3. Stadium Manager's Recommendation Memo

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Contract No: 10167

LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
STADIUM MANAGER
AND
GACHINA LANDSCAPE MANAGEMENT, INC.

This Agreement for the Performance of Services ("Agreement") is made and entered into on April 19, 2023 ("Effective Date") by and between GACHINA LANDSCAPE MANAGEMENT, INC., a California corporation with its principal place of business at 1130 O'Brien Drive, Menlo Park, CA 94025 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of landscaping maintenance services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or

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thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, the Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

Contractor 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. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

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8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a

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suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will

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determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain

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parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or

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subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment),

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(3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such

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transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

15. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

16. 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 Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. 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 Stadium Manager, 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 shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

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19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager 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 the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, 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 Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

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B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

27. SEVERABILITY CLAUSE.

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

28. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

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Attention:	Francine Hughes, Vice President and General Manager
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	Debra Macias - Branch Manager Richard Celedon - Account Manager
Address:	Gachina Landscape Management, Inc. 622 Emory Street San Jose, CA 95110

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation

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does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or 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 Stadium Manager if a conflict arises.

35. LABOR COMPLIANCE REQUIREMENTS.

A. 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 Services are 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 Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services 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 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.

B. 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.

C. 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

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overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

D. 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 to Stadium Manager, 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.

E. 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** and incorporated herein by this reference prior to Agreement 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.

F. This Agreement 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 Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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 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.

G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is

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responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.

ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.

iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage

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compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.

vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

[***Signatures continued on next page***]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____

9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

CONTRACTOR:

GACHINA LANDSCAPE MANAGEMENT, INC.

DocuSigned by:

By: _____

BD64DFA36F12409...

Name: H. Jaclyn Ishimaru-Gachina

Title: President

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EXHIBIT A

SCOPE OF SERVICES

I. Overview

a. Contractor will provide Stadium Manager landscaping maintenance services for a multiyear year period from April 19, 2023 through March 31, 2026 for Levi's Stadium located at 4900 Marie P. DeBartolo Way in Santa Clara, CA 95054; provided however, if this Agreement extends beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.

b. Timing of Services:

i. Contractor will provide the landscape maintenance services set out below, on a monthly basis unless a provision or Schedule A indicate that Contractor must provide those services under a different schedule (e.g., weekly, bi-annually, etc.), or Stadium Manager directs Contractor to perform those services under a different schedule in Stadium Managers sole discretion. If a conflict exists between the schedules, Stadium Manager shall determine the schedule in consultation with Contractor.

ii. The Parties will mutually agree upon the time and date for Contractor to perform and complete the Services at the Stadium during the Term.

c. Meetings; reports and other information to be provided to Stadium Manager

i. Contractor shall meet with Stadium Manager on a mutually agreed upon schedule to review services and make any necessary changes within the scope of this Agreement to maintain premises.

ii. Contractor will provide Stadium Manager mutually agreed upon reports (annual at a minimum) on usage for auditing and reporting purposes.

iii. Contractor will provide Stadium Manager and maintain a current list of emergency numbers for 24-hour emergency response. Contractor will initiate remedial action with one (1) hour of notification of such emergency.

iv. Contractor will provide Stadium Manager a weekly report (with pictures), ("Weekly Reports"), that includes:

1. Maintenance issues to be addressed;
2. Location of maintenance issue (e.g., where on the property);
3. Proposed corrective actions;
4. Inspection date(s) and time(s);
5. Account manager contact information;
6. Inspector contact information; and,
7. Color photos or images of the issues.

d. Landscape Maintenance

i. Contractor will furnish the following landscape maintenance services at the Levi's Stadium on a monthly basis:

1. General landscape maintenance at and around the Stadium, as directed by Stadium Manager. Based on the current maintenance, the anticipated time to complete these tasks is between forty-five (45) to fifty (50) man hours per month.
2. Planter and pot maintenance at and around the Stadium, as directed by Stadium Manager. Based on the current work being accomplished, the anticipated time to complete these tasks is between eight (8) and ten (10) man hours per month.
3. Contractor will promptly notify Stadium Manager to obtain Stadium Manager's approval to continue performing Services if Contractor expects that the total time to complete all general landscape maintenance and planter pot maintenance duties exceeds the

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anticipated time-ranges set out above.

ii. Contractor will provide all equipment, labor and material, tools, services and special skills required to perform the duties and landscape maintenance set out in this Agreement, and in keeping with the surrounding community.

iii. Contractor's plant material maintenance duties will include, but not be limited to: mowing, trimming, aeration, pruning, watering, fertilization, weed control, pest control and cleanup. Contractor will provide plant material maintenance methods to keep the site in a state of perpetual growth and repair.

iv. Contractor's irrigation maintenance duties will include, but not be limited to: operation of system, adjustments, and minor repairs.

v. Contractor will clean the walkways near the planters to prevent impairment of walking surface from plant materials or standing water.

vi. During periods of storms, Contractor will provide inspections of the Stadium during regularly assigned hours to prevent or minimize the possible damage from inclement weather. Contractor will report any storm damage to Stadium Manager immediately. If remedial work is requested beyond the specified scope, Contractor will perform only after obtaining Stadium Manager's written approval.

vii. Contractor will perform the following landscape services upon request by Stadium Manager:

1. Installation of five (5) gallon replacement plants (including soil amendment and plant material);
2. Installation of one (1) gallon replacement plants (including soil amendment and plant material); and
3. Installation of fifty-six (56) cyd pro-chip bark mulch.
4. Bio swale rehabilitation in Gold Lots Four and Five including on-going maintenance monthly.

e. Scope of Services Review

i. From time to time, Stadium Manager will review Contractor's work to determine if Contractor is performing the Services satisfactorily. Stadium Manager will inform Contractor of any changes that Contractor will need to implement.

ii. Contractor will perform other landscape maintenance duties not listed in this Agreement, as directed by Stadium Manager.

II. **GENERAL SERVICES**

a. Fertilization

i. Contractor will take precautions in applying fertilizer to contain these materials in the planting areas and prevent the deposit of material onto paved areas.

ii. Contractor will immediately remove any fertilizer deposited on paved areas.

iii. Contractor will repair, at no additional cost to Stadium Manager, any damage that is incurred to the paved areas caused by Contractor's actions or inactions.

b. Drainage

i. Contractor will be responsible for periodic inspection of surface drains located within the landscaped areas. Before inclement weather, Contractor will check these drains to assure proper functioning. Contractor will remove any debris or vegetation that may accumulate at the inlet and prevent proper flow of water.

c. Soil Analysis and Plant Testing

i. Contractor may be directed to take samples of soil or plant tissues for testing purposes. These tests shall be used to determine the specific cause(s) of plant failure, fertility levels, etc.

d. Pesticides

i. Contractor will use all pesticide materials in strict accordance with the Environmental Protection Agency (EPA) guidelines, including, but not limited to, the following:

1. All pesticides Contractor uses must meet the standards established by the EPA.

2. Contractor will apply pesticides at times that limit the possibility of contamination from climatic and other factors. Contractor will monitor

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forecasted weather conditions to avoid making applications before inclement weather to eliminate potential run-off of treated areas. When water is required to increase pesticide efficiency, Contractor will apply water only in quantities that each area is capable of receiving without excessive run-off. Contractor will not leave any pesticide or chemical unattended.

3. Contractor will take precaution and care in transferring and mixing pesticides to prevent contaminating areas outside the target area. Contractor will use application methods that ensure that materials are confined to the target area. Contractor will dispose of pesticides within the guidelines established by the EPA.

e. Rodent Control

i. Contractor shall use best effort to control all rodents in landscaped areas in connection with any pest control service provider at the Stadium. Control of excessive numbers of rodents shall be considered an extra scope under this engagement and Stadium Manager shall request a quotation for specific task or project.

f. Weed Control

i. Contractor shall remove weed(s), including tumbleweeds, in all landscape and hardscape areas. Weed abatement is to include a total of four (4) abatements of weeds in the following areas within the monthly service fee*:

1. Gold lots one (1) and two (2)
2. In and around Stadium grounds, landscape, and hardscape
3. *Roof top terrace weed abatement will need to be monthly as active garden is in production and be conducted by hand.

g. Water Conservation

i. Contractor is responsible for obtaining water usage restrictions for property from applicable water district and maintaining the usage within allocations and within standards reasonably set by Stadium Manager.

III. PLANT MATERIALS

a. Turf

i. Fertilization:

1. Contractor will fertilize turf as required to maintain a lush, green appearance and perpetual growth.
2. Contractor will apply a complete fertilizer to all plants, at a minimum of eight (8) times per year, using appropriate nutrients and minerals.
3. Contractor will be responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

ii. Edging:

1. Contractor will trim all turf edges adjacent to walks, curbs, paved area, fixtures at grade, and shrub or ground cover areas with a power edger or weed eater on a weekly basis to maintain a crisp and neat appearance.
2. Contractor shall trim turf areas adjacent to buildings, mow strips or header boards, fixtures at grade, and shrub or ground cover areas on a weekly basis.
3. Contractor will maintain a six- (6') inch bare drift buffer zone around the circumference of all trees, buildings, and raised fixtures in the turf.
4. Contractor will exercise care regarding the use of weed eaters, to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc.,

iii. Mowing:

1. If required, at an additional cost, Contractor will mow turf and remove clippings on a weekly basis, except during November through March when mulch mowers are allowed.
2. During warm season (as determined by Stadium Manager), Contractor will cut cool season turf at least two and one half (2½") inches. During cool

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season, Contractor will cut cool season turf to two (2") inches.

3. Contractor will cut warm season turf at two to three (2-3") inches.
4. Contractor will cut turf at a uniform height.
5. Contractor will cut turf with sharp blades.
6. Contractor will change mowing patterns weekly to avoid rutting.
7. Contractor will exercise care during the mowing operation to prevent damage to trees and other obstacles in the lawn areas like electrical boxes, fixtures, buildings and signage.
8. Contractor will not perform mowing in wet conditions.
9. Use of mulching mowers is authorized during the months of November through March.
10. Use of riding mowers is authorized on large open turf areas.

iv. **Weed, Pest and Disease Control**: Contractor will maintain weed-, pest- and disease-free turf areas at all times by either chemical or mechanical means.

v. **Watering:**

1. Contractor will operate the irrigation system to obtain 100% coverage and maintain uniform moisture throughout root zone.
2. Contractor will use a soil probe or moisture sensor to determine moisture needs.
3. Contractor will use repeat cycles to maximize penetration and minimize run-off.
4. Contractor will allow soil in turf areas sufficient time to dry prior to mowing to minimize soil compaction.

vi. **Aeration:**

1. Contractor will mechanically aerate turf areas on a site at maximum of two (2) times per year, to allow for proper water penetration and minimize run-off.
2. Contractor will use a plug aerator with three (3") inch tines.
3. Contractor may remove aerator plugs by mowing immediately following aeration.

vii. **Thatching/Over seeding of Plant Materials:**

1. As needed, Contractor will thatch in October before over seeding, as directed by Stadium Manager.
2. Contractor will not thatch fescue unless directed by Stadium Manager.
3. Contractor will over seed all warm season turf areas with ten (10) pounds per thousand (1,000) square feet of perennial rye grass seed. Before over seeding, Contractor shall mow all warm season grass areas to three-fourths (¾") inch.
4. Contractor is responsible for broadcasting turf with pre-emergent chemical to eliminate crab grass during winter months.

b. Ground Cover

i. **Fertilization:**

1. Contractor will fertilize ground cover as required to maintain a lush, green appearance and maintain perpetual growth. Contractor will fertilize two (2) times per year using a complete fertilizer that provides appropriate nutrients and minerals.
2. Contractor will be responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

ii. **Edging and Trimming:**

1. Contractor will edge, as needed, adjacent walks, curbs, paved areas, buildings, shrubs, trees, and other miscellaneous objects in ground cover areas to maintain a neat, clean, well-defined edge.
2. Contractor will maintain a four to six (4-6") inch bare dirt clearance around the circumference of all trees, shrubs, signs, etc., in ground cover and adjacent building structures.

iii. **Weed, Pest and Disease Control:**

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1. Contractor will maintain a weed, pest and disease-free ground cover at all times.
2. Minimal weed growth is acceptable beneath ground cover height with prior approval from Stadium Manager.
3. The use of growth retardants is acceptable with prior approval from Stadium Manager.

iv. Watering:

1. Contractor will schedule water application to produce a deep- rooted ground cover (i.e., short run-times with repeat cycles).

c. Shrubs

i. Fertilization:

1. Contractor will fertilize shrubs as required to maintain a lush, green appearance and perpetual growth.
2. Contractor will fertilize shrubs four (4) times per year with a complete fertilizer that provides appropriate nutrients and minerals.
3. Contractor will be responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

ii. Pruning:

1. Contractor will prune shrubs to attain maximum desired effect or purpose while retaining as much of the natural characteristics or branching as possible.
2. Contractor will prune shrubs as required for: safety, removal of broken or diseased branches, general containment or appearance.
3. Contractor will prune shrubs with the intent to emphasize a shrub's natural shape. Contractor will, initially, "pinch prune" to keep a shrub compact and develop structure. Contractor will, ultimately, annually remove fifty (50%) percent of old stems to the ground to rejuvenate.
    a. The Ligustrum, Escallonia, Xylosma, and Japanese Boxwood shrubs (formal hedges) are intended to have straight, crisp edges. Shearing is an acceptable method of pruning these varieties as directed by Stadium Manager.
4. Contractor will prune at the correct time of year, which is essential to maximize flowering potential.

iii. Weed, Pest and Disease Control:

1. Contractor will maintain weed-, pest- and disease-free shrub beds at all times. Contractor will apply appropriate chemicals as required to control and prevent.
2. The use of growth retardant is acceptable with prior approval from Stadium Manager.

d. Vines

i. Fertilization:

1. Contractor will fertilize vines as required to maintain a lush, green appearance and perpetual growth. Contractor will fertilize a minimum of one (1) time per year with a complete fertilizer that provides appropriate nutrients and minerals.
2. Contractor will be responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

ii. Pruning:

1. Contractor will check and re-tie vines and espalier plants as required.
2. Contractor will not use nails to secure vines on masonry walls.
3. Contractor will prune all vines using accepted horticultural practices as indicated in "Sunset Pruning Handbook".
4. Contractor will prune and maintain vines so as not to obstruct fixtures, signs, windows, etc.

iii. Watering:

1. Contractor will water as necessary to provide optimum growth with

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applicable allocations.

e. Color

i. Fertilization:

1. Contractor will fertilize all color a minimum of one (1) time per month with a pre-approved fertilizer that will maintain a lush, colorful appearance and perpetual growth.
2. Contractor will be responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

ii. Pruning:

1. Contractor will remove dead or faded blossoms, stems and foliage a minimum of one (1) time per month to encourage continued blooming and maintain a neat appearance.

iii. Weed, Pest and Disease Control:

1. Contractor will maintain weed- and pest- free color beds. Contractor will apply appropriate chemicals as required to control and prevent weeds, pests and disease

iv. Watering:

1. Contractor will water as required to promote optimum growth. Contractor will exercise care to prevent eroding of container soil or excess run-off from drainage holes in pots onto the hardscape.

v. Planting:

1. Contractor will provide and plant all annual color as part of this Agreement; Labor costs and material costs to prepare and amend color beds is included. Should be kept up through the entire twelve (12) month year.

f. Trees

i. Contractor will not perform any tree work without prior approval and direction from Stadium Manager.

ii. Pruning:

1. Contractor will prune trees regardless of height (fifteen feet (15ft lower or higher) as required to remove broken, diseased branches or for general containment. It is Contractor's prime responsibility to conduct a pruning program that Stadium Manager must approve. This pruning program should develop proper tree scaffolding, strength and appearance consistent with intended use.
2. Contractor will cause all pruning to be done by those who are experienced and skilled in pruning techniques. All cuts will be done using proper horticulture practices.
3. Pruning under this specification is limited to that which may be done from the ground.
4. Contractor will prune trees to allow for necessary clearances for pedestrians and vehicle circulation. Minimum canopy clearance of eight (8') feet; maximum fifteen (15') feet.
5. When needing to prune trees at fifteen (15') feet or higher, coordination with Stadium Manager will need to happen and pruning will occur annually (every 12 months).

iii. Pest and Disease Control:

1. Contractor will apply all chemical controls as required to control or prevent pests and disease.
    a. If disease is found on trees or other plants, identification of said disease, treatment plan and execution should be included in monthly contract and is not an add service to the agreement.

iv. Tree Branching:

1. Contractor will check and correct tree stakes, ties and guys as required. Contractor will adjust ties to prevent girdling. Contractor will remove unneeded stakes, ties and guys as directed. Contractor will replace lodge poles and twist ties due to inclement weather.

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v. Fertilization of Trees:

1. Contractor will fertilize all trees to maintain a lush, green appearance and perpetual growth, as required. Contractor will fertilize with a complete fertilizer that provides appropriate nutrients and mineral. Fertilization of trees may require Contractor to perform deep root feeding or foliage application.
2. Contractor will be responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

vi. Surface Root Removal of Trees:

1. Contractor will remove, as required, surface roots up to three (3") inches in diameter, which become maintenance, appearance or liability problems to prevent damage to adjacent paved areas.

IV. IRRIGATION SYSTEM

g. Controllers

i. Contractor will adjust the watering schedule equal to the evapotranspiration rate that each plant is capable of receiving based on topography, soil type, plant material, season or climatic factors. Contractor will notify Stadium Manager of any schedule changes.

ii. Contractor will utilize repeat cycle on controller to eliminate excessive run-off.

iii. Contractor will program hours of scheduled operation to minimize disease occurrence of plant material.

iv. Contractor will schedule irrigation operation to reduce possible nuisance from that operation to pedestrians or vehicles.

v. Contractor will obtain approval from Stadium Manager for scheduled operation occurring other than from 9:00 p.m. to 6:00 a.m.

vi. Contractor will perform preventative maintenance on controllers as needed and do a full review every 3 months and develop a report outlining the health of the system controllers.

vii. Controller maps are property of Stadium Manager. Contractor will replace lost or damaged controller maps at Contractor's expense. Contractor will keep copies of controller maps in enclosures at all times.

viii. Contractor is responsible for maintenance of the interiors of controller enclosures. No overgrowth of weeds, or pests shall be housed in enclosures. Enclosures should be checked every other week of service at the Stadium if not weekly.

ix. Contractor will be responsible to notify Stadium Manager, before application, of any additional water requirements to the landscape that is above allocated amount.

x. Contractor is responsible for keeping the plant material alive. If this requires an extra application of irrigation water, Contractor will make the necessary adjustments and immediately notify Stadium Manager upon doing so.

xi. Only Stadium Manager and the Contractor Supervisor will have access to all controllers. Contractor Supervisor will ensure enclosures are padlocked at all times and will submit a duplicate key Stadium Manager.

xii. Contract Supervisor will turn off controllers only for necessary irrigation repairs or inclement weather, as instructed by Stadium Manager.

h. Operation of System

i. Contractor will personally observe all systems during each system's operation cycle a minimum of once per month on Saturday, Sunday or as arranged with Stadium Manager, to verify effectiveness of sprinkler operation.

ii. Contractor will adjust and clean as necessary all sprinkler heads, valves and pressure reducers to continue operation at maximum efficiency and performance.

iii. Contractor will keep sprinkler heads in turf areas clear of overgrowth to ensure maximum operation. To prevent "elephant tracks," Contractor is not allowed to perform chemical spraying or weed-eating around a sprinkler.

iv. Contractor will trim plant material and make necessary adjustments to riser heights as growth areas indicate.

v. Contractor will hand-water any pots not provided with an irrigation system to

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maintain plants and promote optimum growth.

vi. Adjustments Contractor makes to operating pressure will be: 35 psi for spray heads and 45 psi for rotor type heads, to provide optimum efficiency, unless Stadium Manager instructs otherwise.

vii. Contractor will be allowed to hose-water stress spots in turf or color areas that require an extra water application, only with a hose-end restrictor.

viii. Contractor will not be allowed to perform manual valve watering at any time, unless directed by Stadium Manager.

ix. Contractor will report irrigation system failure promptly to Stadium Manager. Plant damage or loss resulting from the failure to report irrigation system failure promptly will be considered Contractor negligence and Contractor will repair or replace the affected plant material at Contractor's expense.

i. Repairs

i. Contractor will make any repair(s) in accordance with Stadium Manager's current practices and as directed by Stadium Manager. Current practices are:

1. Repairs of system are to be assessed a standard rate and use an allocated repair budget of $300/month. If said budget does not cover repairs on a monthly basis, then a stand-alone rate using agreed upon rates herein must be used and presented to the Stadium Manager for approval.
2. Use of Rainbird 1800 series matched precipitation heads for all replacements, or match existing heads whenever possible (minimum six inch (6") pop-up height).
3. All heads on triple swing joints.
4. As heads on risers break, they will be replaced with pop-ups if adjacent to traffic areas or walkways.
5. As impact heads break, replace with like rotors.
6. Malfunctions of any nature which are deemed to be the fault of materials or workmanship still covered under original installation guarantee shall be reported immediately to Stadium Manager.

ii. Contractor must submit itemized irrigation invoices for repairs, per property on a monthly basis that include the following information:

1. Date of repair, nature of repair.
2. Site map to illustrate location of repair.

V. CUSTODIAL AND CLEAN-UP WORK

j. Debris

i. Contractor will remove all debris resulting from the maintenance operations and dispose of it. Contractor will pick up all grass clippings deposited on roadways or walks after each mowing or trimming operation. Contractor will not allow debris to remain at the end of the work day.

ii. Contractor will not blow debris onto public property per city code.

iii. Contractor will not dump in on-site dumpsters unless authorized by Stadium Manager.

iv. Green waste bins may be located on-site at Contractor's expense with prior authorization by Stadium Manager.

k. Walkways

i. Contractor will maintain all walkways near hardscape or landscape areas clean of debris. Contractor will pick up trash from hardscape and landscape areas during weekly service.

l. Landscaped Areas

i. Contractor will remove debris, leaves and rubbish in landscaped areas during weekly service.

ii. Contractor will patrol all landscape areas weekly to check for vandalism, broken tree branches, rodents, snails, insects, pests, disease, etc.

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Schedule A
Timing of Services

Contractor will provide the Services under this Agreement in accordance with the schedule set out below, and the provisions set out above in Exhibit A ("Scope of Services"). If a conflict exists between the schedules, Stadium Manager shall determine the schedule in consultation with Contractor.

1. MEETINGS	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Site Inspection	12	■	■	■	■	■	■	■	■	■	■	■	■

2 BIOSWALES	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Leaf & Debris & Trash Removal	52	■	■	■	■	■	■	■	■	■	■	■	■
Weed Control – hand removal	8	■	■	■	■	■	■	■	■	■	■	■	■
Pest Control (as needed)													
Hedge Trimmer	2		■	■	■	■	■	■	■	■	■	■	■
Blow	52	■	■	■	■	■	■	■	■	■	■	■	■
Inspection	4			■		■	■			■			■

3. GROUNDCOVER	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Leaf & Debris & Trash Removal	52	■	■	■	■	■	■	■	■	■	■	■	■
Pre-Emergent Weed Control	2			■						■			
Weed Control-Round-up	8			■	■	■	■	■	■	■	■		
Weed Control-Manual	10		■	■	■	■	■	■	■	■	■	■	
Fertilize	2		■							■			
Pest Control (as needed)													
Mow-additional fee	0			■									
Neat Appearance	52	■	■	■	■	■	■	■	■	■	■	■	■
Trim Height	3					■		■		■			
Edge from Walks/Curbs	8			■	■	■	■	■	■	■	■		
PGR Application	2			■					■				

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4. SHRUBS & TREES	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Pruning Structural-Tree	1		■										
Bottom Prune Trees	2				■						■		
Stake Adjustment/Removal	1				■								
Pest Control (as needed)													
Fertilizer	2			■						■			
Pruning Structural Hand	4				■		■	■	■				
Pruning Hedge Shearing	4				■	■		■	■				
Apply PGR	2			■					■				
Neat Appearance	52	■	■	■	■	■	■	■	■	■	■	■	■
Vine Training	4				■	■		■	■				

5. PAVED AREAS	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Sidewalks Leaf & Debris Removal	52	■	■	■	■	■	■	■	■	■	■	■	■
Trash Removal	52	■	■	■	■	■	■	■	■	■	■	■	■
Weed Control	12	■	■	■	■	■	■	■	■	■	■	■	■

6. IRRIGATION	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Start-up Go Through	1		■										
Routine Inspection	8			■	■	■	■	■	■	■	■		
Programming – weather dependent	5-6		■	■		■		■			■		

This is a guideline, not exact. We do our best to make the property look neat, clean and beautiful on a weekly basis.

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EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Required on-going services *** Invoiced monthly after service is rendered

Service Description	4/19/23 – 3/31/24	4/1/24 – 3/31/25	4/1/25 – 3/31/26
1. General Landscape Maintenance	$1378	$1420	$1463
2. Planter and Pot Maintenance	$230	$237	$245
3. Tasman Great America Clean up (Monthly)	$459	$473	$488
4. Gold Lot 4 & 5 weed abatement clean up	$230	$237	$245
5. Full Stadium landscape clean up (semi-annual)	$434 (monthly)	$448 (monthly)	$462 (monthly)
6. Full maintenance of roof top landscape and weed abatement	$230	$237	$245
Total Monthly Cost:	**$2961**	**$3052**	**$3148**

Invoiced 1x annually after completion (May - June)

7. 56 Cubic Yard Mulch refresh (material & labor)	($7728 annually)	($7968 annually)	($8256 annually)

Additional Services*** Invoiced 2x annually after completion (July & January)

8. 5 Gallon replacement plants (material & labor)	$52/each	$54/each	$56/each
9. 1 Gallon replacement plants (material & labor)	$28/each	$29/each	$30/each
10. Blue Lot weed abatement & dead vegetation clean up	$11,000	$11,330	$11,670
11. Red Lot weed abatement & dead vegetation clean up	$11,000	$11,330	$11,670

Additional Tree Service as per Request*** Invoiced after completion as needed

12. Tree Trimming (15ft and above)	$1400	$1442	$1485

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A. The pricing includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law. Any and all costs that exceed the above pricing, including taxes, shipping, handling, and any subcontractor costs, will be at Contractor's sole expense and Contractor will have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

B. Contractor will not be reimbursed for any expenses, costs, or other fees Contractor incurs in the performances of the Services (e.g., irrigation system repairs, installation of replacement trees, etc.), unless approved in writing by Stadium Manager.

C. Contractor will comply with the pricing requirements set out in this Agreement.

Budget

The breakdown of agreement not to exceed amount for the three year period is as follows:

Total not to exceed amount for three years: $210,000

- Year One – 4/19/23 through 3/31/24 - $68,000
- Year Two – 4/1/24 through 3/31/25 - $70,000
- Year Three – 4/1/25 through 3/31/26 - $72,000

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UNIT PRICE SHEET

Wages and Fees	QTY	Price 4/19/23 – 3/31/24	Price 4/1/24 – 3/31/25	Price 4/1/25 – 3/31/26
Laborer / Enhancement Tech	1 Hr	$90.00	$93.00	$96.00
Laborer / Irrigation Tech	1 Hr	$105.00	$108.00	$111.00
Laborer / Maintenance Tech	1 Hr	$52.00	$53.00	$54.00
Laborer / Plant Health Care Tech	1 Hr	$115.00	$118.00	$122.00
Laborer / Water Management Tech	1 Hr	$115.00	$118.00	$122.00
Supervisor Labor	1 Hr	$200.00	$206.00	$212.00
Green Waste Disposal - Enhancement Laborer	1 Cyd	$150.00	$155.00	$160.00
Equipment Rental with Operator	1 Day	$985.00	$1,015.00	$1,045.00

Trees / Shrubs / Annual Color	QTY	Price 4/19/23 – 3/31/24	Price 4/1/24 – 3/31/25	Price 4/1/25 – 3/31/26
15g Tree Install Kit- Premium	1 Each	$440.00	$453.20	$466.80
15g Tree Install Kit	1 Each	$385.00	$396.55	$408.45
24" Box Tree Install - Premium	1 Each	$1,050.00	$1,081.50	$1,113.95
24" Box Tree Install Kit	1 Each	$900.00	$927.00	$954.81
5g Shrub Install Kit - Premium	1 5g	$68.00	$70.00	$72.00
5g Shrub Install Kit	1 5g	$52.00	$54.00	$56.00
1g Shrub Install Kit - Premium	1 1g	$40.00	$41.00	$42.00
1g Shrub Install Kit	1 1g	$28.00	$29.00	$30.00
4" Color Flat (16 plants) Installed	1 Flat	$68.00	$70.00	$72.00
JP Color (36 plants) Installed	1 Flat	$45.00	$46.00	$47.00

Mulch	QTY	Price 4/19/23 – 3/31/24	Price 4/1/24 – 3/31/25	Price 4/1/25 – 3/31/26
Mulch Kit - Premium. Fir bark, walk on bark, etc	1 Cyd	$230.00	$237.00	$244.00
Mulch Kit - Recycled mulch, pro chip, etc	1 Cyd	$138.00	$142.00	$146.00
Labor only - spread recycled tree chips	1 Hr	$90.00	$93.00	$96.00

Sod and Seeding	QTY	Price 4/19/23 – 3/31/24	Price 4/1/24 – 3/31/25	Price 4/1/25 – 3/31/26
Mulch - Compost (material only)	1 Each	$124.00	$127.00	$131.00
Top Soil	1 Yard	$80.00	$82.00	$85.00
Sod Install	1 Sq. Ft.	$3.25	$3.35	$3.45
Over Seed 90/10 Tall Fescue sq. ft. Kit	1 Sq. Ft.	$1.96	$2.02	$2.08

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Irrigation Repairs	QTY	Price 4/19/23 – 3/31/24	Price 4/1/24 – 3/31/25	Price 4/1/25 – 3/31/26
Repair Broken Drip Line - Poly Pipe or Netafim	1 Each	$38.00	$39.00	$40.00
Repair Broken Lateral Pipe 1/2" to 1"	1 Each	$243.00	$250.00	$258.00
Repair Broken Lateral Pipe 1-1/4" to 2"	1 Each	$410.00	$422.00	$434.66
Repair Broken Mainline Pipe 2" to 3"	1 Each	$710.00	$731.00	$752.93
Replace Bad Solenoid - 24 volts AC - Rain Bird	1 Each	$127.00	$131.00	$134.93
Replace Damaged Diaphrahm Assembly - (1 1/2")	1 Each	$210.00	$216.00	$222.48
Replace Plastic Remote Control Valve (1 1/2")	1 Each	$500.00	$515.00	$530.00
Replace Valve Box w/ Lid - Standard 14" x 19" Green Plastic	1 Each	$155.00	$160.00	$164.80
Replace Rainbird 1806 SAM-PRS w/ MP Rotator Nozzle & Swing Assembly	1 Each	$110.00	$113.00	$116.39
Add Rain Bird 1812 SAM-PRS w/ MP Rotator Nozzle, Swing Assembly and 20' of 1/2" Lateral Pipe	1 Each	$230.00	$235.00	$240.00
Add Hunter I-20 Rotor 6" Plastic- 3/4" Swing Assembly and 30' of 3/4" Pipe	1 Each	$275.00	$280.00	$285.00

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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars ($1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

6. Umbrella or excess liability insurance in the amount of Two Million Dollars ($2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

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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.[6]

Name of Contractor: Gachina Landscape Management

DIR Registration Number: 1000018085

DIR Registration Expiration: June 30, 2025

Small Project Exemption: _____ Yes or _X___ 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 (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- 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 Gachina Landscape Management

Signature DocuSigned by: BD64DFA36F12409...

Name and Title President/CEO

Dated 4/28/2023

[6] If the Agreement 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."

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EXHIBIT F

CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION

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 Services on this Agreement.

Name of Contractor: Gachina Landscape Management

By: DocuSigned by:
_____
Signature

H. Jaclyn Ishimaru-Gachina
_____
Name (Print)

President/CEO
_____
Title (Print)

AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10167
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
GACHINA LANDSCAPE MANAGEMENT, INC.

1. Parties and Date.

This Amendment No. 1 to the General Services Agreement ("Amendment No. 1") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Gachina Landscape Management, Inc., a California corporation with its principal place of business at 1130 O'Brien Drive, Menlo Park, CA 94025 ("Contractor") shall be effective on April 1, 2026 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By And Between Stadium Manager And Gachina Landscape Management, Inc.", dated April 19, 2023 ("Agreement"), for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") from Contractor during the period of April 19, 2023 through March 31, 2026 ("Term").

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services, update the applicable fees for the extended Term, and update the termination clause.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.3 Amendment. Section 13(A) of the Agreement is hereby replaced in its entirety to read as follows:

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or

controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (e.g., offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to subsections 13(A)(i-vi) shall be "for cause". Stadium Manager shall also have the right to terminate this Agreement for convenience by providing Contractor with thirty (30) calendar days' prior written notice.

3.4 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.6 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**GACHINA LANDSCAPE MANAGEMENT, INC.**
Approved By:	
Francine Hughes EVP and General Manager	H. Jaclyn Ishimaru-Gachina President
Date	Date

EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Required on-going services * Invoiced monthly after service is rendered**

Service Description	4/19/23 – 3/31/24	4/1/24 – 3/31/25	4/1/25 – 3/31/26	4/1/26 – 3/31/27
1. General Landscape Maintenance	$1378	$1420	$1463	included
2. Planter and Pot Maintenance	$230	$237	$245	included
3. Tasman Great America Clean up (Monthly)	$459	$473	$488	included
4. Gold Lot 4 & 5 weed abatement clean up	$230	$237	$245	included
5. Full Stadium landscape clean up (semi-annual)	$434 (monthly)	$448 (monthly)	$462 (monthly)	included
6. Full maintenance of roof top landscape and weed abatement	$230	$237	$245	included
Total Monthly Cost:	**$2961**	**$3052**	**$3148**	**$3,211**

Invoiced 1x annually after completion (May - June)

7. 56 Cubic Yard Mulch refresh (material & labor)	($7728 annually)	($7968 annually)	($8256 annually)	Upon request

Additional Services* Invoiced 2x annually after completion (July & January)**

8. 5 Gallon replacement plants (material & labor)	$52/each	$54/each	$56/each	Upon request
9. 1 Gallon replacement plants (material & labor)	$28/each	$29/each	$30/each	Upon request

10. Blue Lot weed abatement & dead vegetation clean up	$11,000	$11,330	$11,670	Upon request
11. Red Lot weed abatement & dead vegetation clean up	$11,000	$11,330	$11,670	Upon request

Additional Tree Service as per Request* Invoiced after completion as needed**

12. Tree Trimming (15ft and above)	$1400	$1442	$1485	Upon request

A. The pricing includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law. Any and all costs that exceed the above pricing, including taxes, shipping, handling, and any subcontractor costs, will be at Contractor's sole expense and Contractor will have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

B. Contractor will not be reimbursed for any expenses, costs, or other fees Contractor incurs in the performances of the Services (e.g., irrigation system repairs, installation of replacement trees, etc.), unless approved in writing by Stadium Manager.

C. Contractor will comply with the pricing requirements set out in this Agreement.

Budget

The breakdown of agreement not to exceed amount for the four year period is as follows:

Total not to exceed amount for four years: $250,000

- Year One – 4/19/23 through 3/31/24 - $68,000
- Year Two – 4/1/24 through 3/31/25 - $70,000
- Year Three – 4/1/25 through 3/31/26 - $72,000
- Year Four – 4/1/26 through 3/31/26 - $40,000

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: February 18, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award for Gachina Landscape Management Contract Amendment

Recommendation:

1. Recommend approval for Stadium Manager to execute the first amendment with Gachina Landscape Management for landscaping maintenance services at Levi's Stadium to extend the term of the agreement from April 1, 2026 to March 31, 2027, for the fourth contract year with a not-to-exceed amount of $40,000. The total aggregated contract amount shall not-to-exceed $250,000. Amendment shall update the agreement to include a termination for convenience clause, allowing the Stadium Manager to terminate the agreement with thirty (30) calendar days' advance notice to the contractor.

Background:

On April 18, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with Gachina Landscape Management (Gachina) to provide landscaping maintenance services with an option to renew for two one-year periods. The initial term of the agreement was from April 19, 2023 through March 31, 2026, with an aggregate not-to-exceed amount of $210,000 over the three-year period.

Stadium Manager provides management services for Levi's Stadium on a continual, year round basis, including overseeing the day-to-day operations and maintenance. Landscaping services are essential to maintain the stadium in the required condition as a world-class venue. These services ensure the facility remains in optimal condition for daily staff activities and events.

Stadium Manager is currently finalizing a formal competitive solicitation process to select a provider for the next contract term. Proposals were received on December 3, 2025, and evaluations are expected to conclude in mid-February. A recommendation for an award is anticipated to be submitted to the SCSA Board by the end of March or early April 2026.

Initially, Stadium Manager sought a month-to-month extension to maintain continuity through the solicitation process. However, Gachina would not accept a month-to-month

agreement. To ensure the stadium does not have a lapse in service, Stadium Manager recommends exercising the one-year option.

The amendment will incorporate a termination for convenience clause. This allows Stadium Manager to terminate the agreement with thirty (30) calendar days' advance notice to the contractor. This approach ensures business continuity and provides the necessary coverage overlap in the event of a vendor transition.

Fiscal Impact:
The cost for landscaping maintenance services is covered in the proposed FY26/27 SCSA Budget, Engineering Department budget, as a shared expense.

26-315 Agenda Date: 3/24/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Amendment No. 1 to the Agreement with West Coast Turf for the Supply, Delivery, and Installation of Sod for the Field at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director 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 the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

In 2023, the Stadium Manager implemented a Request for Proposals (RFP) process and received one proposal from West Coast Turf. At the time, the Stadium Manager communicated that a number of potential suppliers were contacted; however, the type of sod and method to grow and maintain it prior to installation required by the Stadium Manager is generally not offered by many sod providers. The Stadium Manager determined West Coast Turf to be within the competitive range in each of the evaluation ranges after the initial evaluation and conducting business, legal, and cost clarification meetings with the vendor.

On April 4, 2023, the Stadium Authority Board approved the Stadium Manager's request to execute an agreement with West Coast Turf to supply and deliver sod and related installation services at Levi's Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed $1,600,000 per contract year for a total not to exceed amount of $4,800,000 over the three-year period, subject to budget appropriations (Agreement) (Attachment 1). The Stadium Authority Board also authorized the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

To ensure continuity of the delivery and supply of sod and related installation services in advance of the initial three-year term expiring on March 31, 2026, the Stadium Manager is requesting approval of the following actions related to the Agreement with West Coast Turf:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the Agreement with West Coast Turf to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027.
2. Authorize the Executive Director to approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by

$1,680,000 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $840,000 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

The Stadium Manager's request for an Amendment No. 1 to the Agreement with West Coast Turf to extend the agreement by one additional year to cover services from April 1, 2026 to March 31, 2027 is within the Executive Director's delegated authority to approve. However, the requested Amendment No. 1 includes an increase to the total agreement amount, an updated compensation and fee schedule as reflected in Exhibit B-2 and Schedule A-1, and additional delegation of authority to the Executive Director for future amendments related to contract year five and the six-month extension period require additional Stadium Authority Board action. As such, it is being presented to the Stadium Authority Board for approval.

A Recommendation Memo was submitted describing the Stadium Manager's request in more detail (Attachment 3).

DISCUSSION

The Stadium Manager has a continued need for sod supply, delivery, and installation to maintain a safe, high-quality playing surface at Levi's Stadium for both Non-NFL and NFL events. The vendor performs nearly five full field replacements per year. In their Recommendation Memo, the Stadium Manager noted it is critical that a single, experienced vendor provides all services, as they control sod cultivation and possess detailed knowledge of the stadium's field system, ensuring consistency, performance, and accountability. By exercising the first of two one-year extension options, Stadium Manager will ensure continuity with West Coast Turf and maintain quality field surfaces.

As noted above, the Executive Director has delegated authority to approve the Stadium Manager's exercise of its option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations. As the delegated authority did not cover increases to the agreement amount, and updates to the compensation and fee schedule, the requested Amendment No. 1 and requested delegation to the Executive Director for the fifth contract year and six-month extension period are provided for approval.

The rate increases under Exhibit B-2 and Schedule A-1 were reasonable and reflective of the regional Consumer Price Index (CPI). Staff noticed the inclusion of a new line item for Ready Play Grass (Sod Grown on Plastic) and followed up with the Stadium Manager for more information. The Stadium Manager explained that Ready Play Grass is West Coast Turf's proprietary name for the

existing Sod Grown on Plastic service, which was already included in the agreement's scope of work.

The Stadium Manager confirmed that the current pricing rate for contract year four will provide just under five full field replacements. Sod services are charged to the Stadium Authority for Non-NFL Events and split 30/70 between the Stadium Authority and StadCo, respectively, for Shared Stadium Expenses as a Groundskeeping expense per the Stadium Lease between the Stadium Authority and StadCo. The Stadium Manager currently does not anticipate any charges to FY 2026/27 Non-NFL Event expenses for field replacements; however, that may change as the Non-NFL Event calendar is updated. Additionally, the Stadium Manager has shared that the exact amount allocated to Shared Stadium Expenses for FY 2026/27 is currently unknown due to various factors, including installation days and grass age.

To ensure efficiencies through administrative approval, which was intended through the original request for approval of the Agreement with West Coast Turf, the Stadium Manager is also requesting the Stadium Authority Board to delegate authority to the Executive Director for future amendments, specifically to: 1) approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year, increase the not-to exceed amount by $1,680,000 (reflective of a 5% increase) to cover services from April 1, 2027 to March 31, 2028, and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations, and 2) approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $88,200 (reflective of a 0% increase) to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Description	Amount
Initial Three-Year Term (4/1/23 - 3/31/26)	$4,800,000
Optional Year 4 (4/1/26 - 3/31/27)	$1,600,000
Optional Year 5 (4/1/27 - 3/31/28)	$1,680,000
6-Month As-Need Extension Period (4/1/28 - 9/30/28)	$840,000
Total Not-to-Exceed Maximum Compensation	$8,920,000

Optional Years 4 and 5 assume an annual increase of 5%. The Stadium Manager has provided the following reason for the increased agreement amounts that reflect a 5% increase and maximum 5% for rate increases, "This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors." The Stadium Manager or vendor is responsible for providing reasonable justification for any rate

increases for future amendments. If the Stadium Manager's requests are approved, the Executive Director will have delegated authority to approve such rate increases, up to 5%, and any higher rate will have to go to the Stadium Authority Board for additional approval. The Stadium Manager will be responsible for managing expenditures throughout the term of the agreement based on operational needs, provided the overall maximum compensation is not exceeded. This approach allows for continued Stadium Authority oversight, while streamlining the approval process for future amendments.

Based on the review of the Stadium Manager's request, the agenda reports and Stadium Authority Board actions related to the approval of the original Agreement with West Coast Turf, and the draft Amendment No. 1, staff recommends approval of the Stadium Manager's requests related to the Agreement with West Coast Turf to continue the supply, delivery, and installation of sod for the field at Levi's Stadium with minor modifications - with respect to the recommendation to approve Amendment No. 1, include reference of the updated compensation and fee schedule; and with respect to the recommendations related to the amendments for the fifth contract year and additional six month extension, update the word "increase" to "adjust" regarding the compensation and fee schedules. For clarity, the Executive Director will have delegated authority to approve rate increases of up to 5%, subject to the maximum compensation.

The Stadium Authority Counsel's Office has reviewed the requested Amendment No. 1 for comparison to the Stadium Authority's customary language. Nothing in the proposed Amendment No. 1 or Agreement 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 the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

Additionally, the action being considered is exempt from the CEQA pursuant to CEQA Guidelines section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

The requested Amendment No. 1 to the Agreement with West Coast Turf will increase the agreement's total not-to-exceed amount by $1,600,000, from $4,800,000 to $6,400,000 over the four-

year term. Future amendments to the agreements, as requested through delegated authority to the Executive Director for approval, may increase the agreement's total not-to-exceed amount to $8,920,000 through September 30, 2028.

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 with the exception of Groundskeeping, which is allocated 30/70, respectively.

While the Stadium Manager has stated that the exact amount is currently unknown for Shared Stadium Expenses due to various factors, including installation days and grass age, there are sufficient funds in the FY 2026/27 Shared Stadium Expenses Groundskeeping line item to cover Stadium Authority's thirty percent (30%) of the agreement costs for contract year four should the contract amount be used entirely for Shared Stadium Expenses (up to $480,000).

At this time, the Stadium Manager does not anticipate any charges to FY 2026/27 Non-NFL Event expenses for field replacements; however, that may change as the Non-NFL Event calendar is updated. The Stadium Authority FY 2026/27 Non-NFL Events Budget only contains a net profit line item so such costs, if field replacements are provided for any unanticipated major Non-NFL Events, will be built into the projected net revenues from Non-NFL Events for the fiscal year.

As the requested action for the fifth contract year and six-month extension period covers FY 2027/28 and FY 2028/29, those agreement amendments will be subject to future budget appropriations.

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 execute an Amendment No. 1 with West Coast Turf for supply, delivery, and installation of sod services at Levi's Stadium to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2 and Schedule A-1;

2. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation fee schedule to reflect rate increases not to exceed 5% upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with West

Coast Turf, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $840,000 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and

4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with West Coast Turf
2. Draft Amendment No. 1 to Agreement with West Coast Turf
3. Stadium Manager’s Recommendation Memo

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LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
STADIUM MANAGER
AND
WEST COAST TURF

This Agreement for the Performance of Services ("Agreement") is made and entered into on April 1, 2023 ("Effective Date") by and between WEST COAST TURF, a California corporation with its principal place of business at 42-540 Melanie Pl., Palm Desert, CA 92211 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of sod delivery and installation services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by

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Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

Contractor 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. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager 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

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persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material

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breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

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H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement

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and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and

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subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

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C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

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15. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

16. 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 Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. 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 Stadium Manager, 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 shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible

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for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, 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 Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

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24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

27. SEVERABILITY CLAUSE.

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

28. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Attention:	Francine Hughes, EVP and General Manager
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	West Coast Turf
Address:	Mel Williams, Vice President Greg Dunn, Sales Manager Northern California PO Box 4563 Palm Desert, CA 92261

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of

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receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or 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

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Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

35. LABOR COMPLIANCE REQUIREMENTS.

A. 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 Services are 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 Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services 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 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.

B. 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.

C. 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.

D. 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 to Stadium Manager, 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

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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.

E. 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** and incorporated herein by this reference prior to Agreement 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.

F. This Agreement 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 Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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 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.

G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.

ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.

iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2

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and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.

vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

[***Signatures continued on next page***]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____

9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

CONTRACTOR:

WEST COAST TURF

DocuSigned by:

By: Mel Williams

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Name: Mel Williams

Title: Vice President

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EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services at the Stadium during the Term, as directed by Stadium Manager:

A. Overview

a. Contractor will provide Stadium Manager the supply, delivery, and installation of sod for the playing field at the Stadium, as specified in this Exhibit A ("Scope of Services") and at the rates contained in Exhibit B ("Compensation and Fees"), both of which are attached and incorporated into this Agreement, for Levi's Stadium for a multiyear period beginning on April 1, 2023 through March 31, 2026, as requested by Stadium Manager.

b. Contractor will perform the Services, including the installation and delivery of sod, at Levi's Stadium located at 4900 Marie P. DeBartolo Way in Santa Clara, CA 95054.

c. The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium prior to the expiration of the Term.

d. Contractor must adhere to the prevailing wage and reporting requirements referenced in Exhibit F ("Prevailing Wage"), which is attached and incorporated into this Agreement.

e. Any changes to this Agreement, or any attached Exhibit(s), will be made via amendments to this Agreement during the term of this Agreement.

f. Pricing will include: sod, trucking, installation, and labor.

B. General Information

a. Contractor will perform field replacements as requested by Stadium Manager. Typically, there are three (3) field replacements during each calendar year, occurring in the spring, in the late summer, and in December. Field replacements of the grass playing surface shall be up to approximately eighty-two thousand (82,000) square feet.

b. Contractor will perform a number of partial field replacements, which may range from twelve-thousand (12,000) square feet to thirty-six thousand (36,000) square feet. Partial field installations for various events, like logo replacements, typically occur during December and early January.

c. Contractor acknowledges and agrees that:

i. The dates and timing referenced above are only estimates;

ii. Stadium Manager shall not have any minimum requirements for annual services or any minimum for a specific project; and,

iii. The actual schedule for field replacement is dependent on factors that cannot be predicted in advance, such as: weather, the number of events at the stadium, and wear and tear on the field.

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d. Contractor will perform the Services as requested by Stadium Manager. Typically, Stadium Manager will schedule the work at least thirty (30) days in advance; however, Contractor acknowledges and agrees that there will be certain instances when Contractor's Services are required on forty-eight (48) hours' notice.

C. Scope of Work for Stadium Field Installation and Sod

a. Contractor shall provide Stadium Manager custom grown Hybrid Tifway II Bermuda Grass, grown on plastic, of up to approximately eighty-two thousand (82,000) square feet for each field installation. Contractor will ensure that the sod will be overseeded with ryegrass if installed between November 15 and January 15, or as requested by the Stadium Manager. Depending on field and/or weather conditions at the Stadium at any specific time or other sod advances or improvements, Stadium Manager and Contractor may mutually agree upon revised or adapted sod variants in lieu of Hybrid Tifway II Bermuda Grass, grown on plastic, for any specific field replacement at the Stadium.

b. Contractor shall be responsible for delivery and unloading of the sod rolls, transporting them in to the stadium, and completing the installation process in accordance with best practices applicable to professional sports fields.

c. Contractor must ensure that sod is delivered weed-, insect- and disease-free. Contractor must transport the sod in a manner to protect the sod rolls. Contractor must ensure that sod rolls are not overly wet or dry upon delivery.

d. Contractor will provide all materials and labor necessary for the successful supply, delivery, and installation of the sod.

D. Sod Requirements

a. Contractor must ensure that the sod is grown in plastic and has been on plastic for a minimum of nine (9) months before Contractor installs the sod.

b. Contractor must ensure the sod is topdressed with USGA spec sand during sod production.

c. Contractor must ensure the sod is a minimum of one-and-a-half inches (1.5") thick two (2) weeks from harvest.

d. Contractor must ensure the sod is a minimum of fifteen (15) pounds per square foot two (2) weeks from harvest.

e. Contractor must ensure the sod is harvested forty-two (42") wide.

f. Contractor must ensure the sod does not have any weeds, disease, or insect populations.

g. Contractor must ensure the sod is delivered with limited signs of moisture stress.

h. Contractor must ensure the sod does not have excessive signs of black layer.

i. Contractor will provide Stadium Manager soil and tissue tests every month before delivery, and Contractor will ensure that any fertility or soil issues are addressed before installation.

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j. Contractor must ensure that the sod has a Turf-Tec Shear Vane reading of higher than twenty-five (25) Newton Meters one (1) week out from harvest.

k. Stadium Manager will conduct testing of the sod as needed.

l. Contractor must be able to install the entire surface in forty-eight hours if single consecutive start to finish completion is required.

m. Contractor must cover the sod rolls during transport on delivery trucks to protect the sod rolls from the elements during transit.

E. Equipment
   a. Contractor must provide and use the equipment described in this section as follows:
      i. A straight-mast forklift with turf tires with a minimum load capacity of four-thousand five hundred pounds (4,500 lbs.) to be used to off-load sod rolls from delivery trucks to the field at Levi's stadium;
      ii. Sod harvester producing forty-two inch (42") wide rolls, approximately forty feet (40') long, used at the farm to create sod rolls for transport;
      iii. Reel mowers to mow fields at the farm;
      iv. Fertilizer and pesticide application equipment (e.g., spray rigs, fertilizer spreaders, etc.);
      v. Verticutter for thatch management of fields at the farm;
      vi. Topdresser for addition of top-dressing sand to fields at the farm;
      vii. Turf rake for turf canopy management of fields at the farm; and, a
      viii. Minimum of two (2) sod install machines used to lay sod rolls out at Levi's Stadium field.

F. Estimated Quantities
   a. Typical annual quantity of sod purchased is two-hundred and fifty thousand (250,000) square feet, though quantities will vary based on event schedule, weather, and wear and tear of playing surface.

G. Notification
   a. Stadium Manager will notify Contractor with as much notice as possible for work to be done. Typically work is scheduled at least thirty (30) days out, but it is not unusual to give Contractor twenty-four (24) hours' notice for specific partial field removal. Based on past events, Contractor can expect that there will be priority orders and a quick turnaround time required for partial field removals, which will occur each year during the term of this Agreement.

H. Pricing
   a. Contractor will provide the Services at the rates contained in Exhibit B ("Compensation and Fees"), which is attached and incorporated into this Agreement.
   b. Exhibit B will govern all of Stadium Manager's compensation and fees due to Contractor under this Agreement.

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EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

A. The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in Exhibit A ("Scope of Work") in accordance with the rates specified in Schedule A.

B. The pricing list below set out in Schedule A, which is attached and incorporated into this Agreement, will govern all of Services provided by Contractor to Stadium Manager. Notwithstanding the foregoing, the Parties acknowledge and agree that the pricing listed below may be required to change in accordance with documented changes to applicable law.

C. The pricing below includes cost per square foot, which can be applied to both partial and full field replacements. Any quantities regarding field square footage included in this Agreement or any attached Exhibits are estimated quantities; those quantities are not guaranteed, but can be used as a reference. Stadium Manager will not be required to use Contractor to service any minimum amount of field square footage.

D. The pricing below includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law.

E. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

F. Budget
Total not to exceed amount for three years: $4,800,000. The breakdown of costs are as follows for the three-year period:

Year One – 4/1/23 through 3/31/24 - $1,600,000
Year Two – 4/1/24 through 3/31/25 - $1,600,000
Year Three – 4/1/25 through 3/31/26 - $1,600,000

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SCHEDULE A

Pricing herein is for Custom Grown Tifway II Hybrid Bermuda Grass Grown on plastic (Sod Delivered & Installed between 11/15 - 01/15 to be Overseeded with Perennial Ryegrass).

Item Description	Unit Price
All Installations done Monday-Friday will be billed at:	4/1/23 – 3/31/24 = $3.70/square foot; 4/1/24 – 3/31/25 = $3.80/square foot; 4/1/25 – 3/31/26 = $3.90/square foot.
All installations performed on Saturdays, Sundays & Prevailing Wage Designated Holidays will be billed at:	4/1/23 – 3/31/24 = $3.80/square foot; 4/1/24 – 3/31/25 = $3.90/square foot; 4/1/25 – 3/31/26 = $4.00/square foot.
For installations of less than 1,000 square feet per day, a minimum charge of $3,750 shall apply.	$3,750 minimum charge
Payment bond	If a payment bond is required that would cost 3% of the contract value.

Price Includes: all materials and labor necessary for the supply, delivery and installation of the sod.

Total not to exceed amount for three years: $4,800,000. The breakdown of costs are as follows for the three-year period:

- Year One – 4/1/23 through 3/31/24 - $1,600,000
- Year Two – 4/1/24 through 3/31/25 - $1,600,000
- Year Three – 4/1/25 through 3/31/26 - $1,600,000

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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Umbrella or excess liability insurance in the amount of Two Million Dollars ($2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

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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.[6]

Name of Contractor: West Coast Turf

DIR Registration Number: 1000009410

DIR Registration Expiration: 06/2023

Small Project Exemption: _____ Yes or __X__ 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 (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- 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 West Coast Turf

Signature DocuSigned by: Mel Williams B4DBC09BC22941E...

Name and Title Mel Williams Vice President

Dated 4/5/2023

[6] If the Agreement 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."

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EXHIBIT F

CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION

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 Services on this Agreement.

Name of Contractor: West Coast Turf

By: DocuSigned by: Mel Williams
Signature

Mel Williams
Name (Print)

Vice President
Title (Print)

AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10166
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
WEST COAST TURF

1. Parties and Date.

This Amendment No. 1 to the General Services Agreement ("Amendment No. 1") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and West Coast Turf, a California corporation with its principal place of business at 42-540 Melanie Pl., Palm Desert, CA 92211 ("Contractor") shall be effective on April 1, 2026 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By And Between Forty Niners Stadium Management Company LLC And West Coast Turf", dated April 1, 2023 ("Agreement"), for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term").

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services and update the applicable fees for the extended Term, and to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B, Contractor Compensation and Fees and Schedule A is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, and Schedule A-1, which are attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**WEST COAST TURF**
Approved By:	
Francine Hughes EVP and General Manager	Mel Williams Vice President
Date	Date

EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

A. The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in Exhibit A ("Scope of Work") in accordance with the rates specified in Schedule A.

B. The pricing list below set out in Schedule A, which is attached and incorporated into this Agreement, will govern all of Services provided by Contractor to Stadium Manager. Notwithstanding the foregoing, the Parties acknowledge and agree that the pricing listed below may be required to change in accordance with documented changes to applicable law.

C. The pricing below includes cost per square foot, which can be applied to both partial and full field replacements. Any quantities regarding field square footage included in this Agreement or any attached Exhibits are estimated quantities; those quantities are not guaranteed, but can be used as a reference. Stadium Manager will not be required to use Contractor to service any minimum amount of field square footage.

D. The pricing below includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law.

E. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

F. Budget
Total not to exceed amount for four years: $6,400,000. The breakdown of costs are as follows for the four-year period:

Year One – 4/1/23 through 3/31/24 - $1,600,000
Year Two – 4/1/24 through 3/31/25 - $1,600,000
Year Three – 4/1/25 through 3/31/26 - $1,600,000
Year Four – 4/1/26 through 3/31/27 - $1,600,000

SCHEDULE A-1

Pricing herein is for Custom Grown Tifway II Hybrid Bermuda Grass Grown on plastic (Sod Delivered & Installed between 11/15 - 01/15 to be Overseeded with Perennial Ryegrass).

Item Description	Unit Price
All Installations done Monday-Friday will be billed at:	4/1/23 – 3/31/24 = $3.70/square foot; 4/1/24 – 3/31/25 = $3.80/square foot; 4/1/25 – 3/31/26 = $3.90/square foot. 4/1/26 – 3/31/27 = $4.00/square foot.
All installations performed on Saturdays, Sundays & Prevailing Wage Designated Holidays will be billed at:	4/1/23 – 3/31/24 = $3.80/square foot; 4/1/24 – 3/31/25 = $3.90/square foot; 4/1/25 – 3/31/26 = $4.00/square foot. 4/1/26 – 3/31/27 = $4.10/square foot
For installations of less than 1,000 square feet per day, a minimum charge of $3,750 shall apply.	$3,750 minimum charge
Payment bond	If a payment bond is required that would cost 3% of the contract value.
Ready Play Grass (Sod Grown on Plastic)	All Ready Play Fields Grass fields older than 18 months in age will accrue a $0.10 per square foot/ per month addition in price to be added to install price at time of installation. Nursery sod used in the establishment of Ready Play Grass that has been grown on imported USGA will have an additional cost of $0.63/square foot.

Price Includes: all materials and labor necessary for the supply, delivery and installation of the sod.

Total not to exceed amount for four years: $6,400,000. The breakdown of costs are as follows for the four-year period:

- Year One – 4/1/23 through 3/31/24 - $1,600,000
- Year Two – 4/1/24 through 3/31/25 - $1,600,000
- Year Three – 4/1/25 through 3/31/26 - $1,600,000
- Year Four – 4/1/26 through 3/31/27 - $1,600,000

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: March 19, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Approval - West Coast Turf Contract Amendment

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the Agreement with West Coast Turf (Agreement) for supply, delivery, and installation of sod services at Levi's Stadium to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027.

2. Authorize the Executive Director to approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $840,000 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.

4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

Background:
On April 4, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with West Coast Turf for the supply, delivery, and installation of sod for the field at Levi's Stadium. The agreement includes an option to renew for two one-year periods. The initial term of the Agreement was from April 1, 2023, through March 31, 2026, with a not-to-exceed

amount of $1,600,000 per contract year. The Board authorized the Executive to approve the exercise of any option to extend the agreement for up to two additional one-year periods, subject to budget appropriations.

Stadium Manager has a continued need for sod supply, delivery, and installation to maintain a safe, high-quality playing surface at Levi's Stadium for both Non-NFL and NFL events. The vendor performs nearly five full field replacements per year. It is critical that a single, experienced vendor provides all services, as they control sod cultivation and possess detailed knowledge of the stadium's field system, ensuring consistency, performance, and accountability. By exercising the first of two one-year extension options, Stadium Manager will ensure continuity with West Coast Turf and maintain quality field surfaces.

West Coast Turf has now referred to Sod Grown on Plastic (SOP) as Ready Play Grass, which reflects their proprietary name.

To ensure the Stadium remains fully operational, Stadium Manager requires flexibility to manage vendor transitions effectively. In the event that a new provider is selected through a competitive solicitation process at the end of the fifth contract year, an extension of up to six months may be required. This transitional period allows for the seamless handover of specialized pest management and the mobilization of a new contractor without a lapse in essential services.

Fiscal Impact:
The cost for this service is covered in the proposed FY26/27 SCSA Budget, Groundskeeping Department, as a shared expense. Generally, Stadium Authority is responsible for 30% of the Shared Expenses portion of the agreement cost.

Year 5 and the as-needed 6-month extension each include a maximum 5% increase year over year in the compensation and fee schedule. This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.

The six-month extension period amount of $840,000 is included to provide coverage during an active competitive solicitation process if necessary. This is calculated based on the Optional Year 5 NTE with an additional 5% increase. This brings the total not-to-exceed maximum compensation to $8,920,000, inclusive of all contract years and the six-month extension period.

Description	**Combine NTE**
Initial Three-Year Term (4/1/23-3/31/26)	$4,800,000
Optional Year 4 (4/1/26-3/31/27)	$1,600,000
Optional Year 5 (4/1/27-3/31/28)	$1,680,000
6-Month As-Needed Extension Period (4/1/28-9/30/28)	$840,000
Total Not-to-Exceed Maximum Compensation	**$8,920,000**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Amendment No. 2 to the Agreement with KPMG LLP for Auditing and Consulting Services for the Santa Clara Stadium Authority

BACKGROUND

The Credit Agreement, entered into between the Santa Clara Stadium Authority (Stadium Authority), Stadium Funding Trust (FinanceCo), and Goldman Sachs Bank USA on March 28, 2012, requires that the Stadium Authority file audited annual financial statements within 180 days after the end of each fiscal year. It further requires that the financial statements be audited by a nationally recognized independent certified public accounting (CPA) firm selected by the Stadium Authority.

Section 8.3.3 of the Amended and Restated Stadium Lease Agreement (Stadium Lease) between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo or Tenant) dated June 19, 2013, requires the Stadium Authority to furnish (or cause the Forty Niners Stadium Management Company LLC to furnish) to the Tenant a Statement of Operations within 90 days following each lease year. The Statement of Operations shall be prepared by a qualified, third party independent certified public accountant selected by Landlord and approved by Tenant, of the following: Stadium Authority Revenue, Tenant's Proportionate Share, Shared Stadium Expenses, the amount of Tenant's payments for Estimated Shared Stadium Expenses, Stadium Authority Expenses, Capital Expenditures, Net Income from Non-NFL Events, and distributions to and from the Operating Expense Reserve, Stadium Capital Expenditure Reserve and Renovation/Demolition Reserve. This reporting requirement was also noted in the Harvey Rose Measure J Audit under audit finding item 1.I.

In addition, Section 8.6.3 of the Stadium Lease allows for the Stadium Authority to conduct an audit of the Stadium Records within 180 days following the Stadium Authority's receipt of any Annual Statement of Stadium from the Tenant. The Stadium Authority desires to have an independent CPA review of the Shared Stadium Expenses between the Stadium Authority and StadCo.

DISCUSSION

On June 25, 2021, the Stadium Authority entered into an agreement with KPMG LLP (KPMG) to provide audit services for fiscal years 2020/21 to 2024/25. On June 26, 2024, the Stadium Authority entered into Amendment No. 1 to the Agreement with KPMG to increase the compensation by $100,000 for other finance-related ad hoc projects requiring KPMG’s expertise and services. The current agreement as amended with KPMG has a term of five years through March 31, 2026 and includes annual financial audit and agreed upon procedure services on the Shared Stadium Expenses. The agreement’s maximum compensation of $854,554 covers these services.

Due to scheduling conflicts at KPMG, they will not be able to complete the agreed upon procedure

services on the Shared Stadium Expenses for fiscal year 2024/25 by March 31, 2026. Therefore, staff is seeking authorization to execute Amendment No. 2 to the Agreement to extend the term until June 30, 2026 (approximately three months), at no additional cost.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The proposed Amendment No. 2 to the Agreement with KPMG will not increase the not-to-exceed compensation of $854,554. The cost of the fiscal year 2024/25 audit and services are budgeted in the fiscal year 2025/26 Stadium Authority Operating Budget. There are also appropriations in fiscal year 2026/27 for audit services for any work that will extend beyond March 31, 2026.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Executive Director.

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 and authorize the Executive Director or designee to execute Amendment No. 2 to the Agreement with KPMG LLP for audit and consulting services to extend the term of the agreement to June 30, 2026 in a final form approved by the Stadium Authority Counsel.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Original Agreement for Services with KPMG LLP
2. Amendment No. 1 to the Agreement for Services with KPMG LLP
3. Amendment No. 2 to the Agreement for Services with KPMG LLP

EBIX Insurance No. *S200002724

AGREEMENT FOR SERVICES BETWEEN THE SANTA CLARA STADIUM AUTHORITY AND KPMG LLP

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and KPMG LLP, a Delaware registered limited liability partnership, with a place of business located at 55 Second Street, Suite 1400, San Francisco, California 94105, (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. Authority 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 Authority; 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 Authority and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on March 31, 2026.

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 performed in accordance with the applicable professional standards.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the experience in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Authority 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.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority 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 seven hundred fifty-four thousand five hundred and fifty-four dollars, 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.

7. TERMINATION

A. Termination for Convenience. Authority 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, Authority may terminate this Agreement immediately upon written notice to Contractor, after providing reasonable notice and opportunity to cure.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services in accordance with professional standards. Contractor may retain a copy of all information necessary to comply with its applicable professional standards and contractual obligations. Upon termination, Contractor shall discontinue further services as of the effective date of termination, and Authority shall pay Contractor for all Services satisfactorily performed up to such date.

8. ASSIGNMENT AND SUBCONTRACTING

Authority 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 Authority. Contractor shall not hire subcontractors without express written permission from Authority.

Contractor shall be as fully responsible to Authority 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 Authority. 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, except as permissible under applicable professional standards or use other permitted by this Agreement, shall not, without the prior written consent of Authority, 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 deliverables under this Agreement shall be the property of Authority but Contractor may retain and use copies thereof. Authority shall not be limited in any way or at any time in its use of said material. No ownership rights of the Authority's information shall transfer to the Contractor. Contractor's working papers shall remain the Contractor's exclusive property. Contractor retains ownership rights of all its pre-existing property.

13. RIGHT OF AUTHORITY TO INSPECT RECORDS OF CONTRACTOR

Authority, through its authorized employees, representatives or agents, who are subject to our consent, 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 timekeeping and expense 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 timekeeping and expense records to establish the correctness of all charges submitted to Authority. Any expenses not so recorded shall be disallowed by Authority. 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 Authority.

Contractor shall submit to Authority any and all reports concerning its performance under this Agreement that may be requested by Authority in writing. Contractor agrees to assist Authority in meeting Authority'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 Authority, its governing board, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance or non-performance, of services under this Agreement. The Contractor is not required to provide indemnification under this section where doing so would violate the Contractor's independence requirements or other applicable professional standards.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Authority and Authority'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 Authority (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 Authority 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 Authority, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by Authority 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 Authority'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 Authority addressed as follows:

Santa Clara Stadium Authority
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at finance@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

KPMG LLP
55 Second Street, Suite 1400
San Francisco, CA 94105
or by facsimile at (415) 963-8100

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

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Authority 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 performance of this Agreement in accordance with applicable professional standards. 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 Authority 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 AUTHORITY NAME OR EMBLEM

Contractor shall not use Authority'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 Authority.

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. In the event of a dispute, the parties agree to use non-binding mediation prior to commencing litigation in a court of competent jurisdiction.

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:

BRIAN DOYLE
City Attorney

Dated: 6/25/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KPMG LLP
a Delaware Registered Limited Liability Partnership

Dated: 5/11/2021
By (Signature):
Name: Lisa Avis
Title: Managing Director
Principal Place of Business Address: 500 Capitol Mall, Ste. 2100, Sacramento, CA 95814
Email Address: lavis@kpmg.com
Telephone: (916) 551-3115
Fax: (916) 554-1199

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the Authority by the Contractor under this Agreement are fully described in the Contractor's proposal entitled, "Engagement Letter" dated March 29, 2021 and March 30, 2021, which is attached to this Exhibit A and incorporated by this reference.

KPMG LLP
500 Capitol Mall, Ste 2100
Sacramento, CA 95814-4754

Telephone +1 916 448 4700
Fax +1 916 554 1199
kpmg.com

March 30, 2021

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, California 95050

Attention: Finance Director

Ladies and Gentlemen:

This letter (Engagement Letter) confirms our understanding of our engagement to provide professional services to the Authority.

Objectives and Limitations of Services

Audit Services

You have requested that we audit the Authority's financial statements as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (Government Auditing Standards), with the objectives of obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to error or fraud, and issuing an auditor's report that includes our opinion as to whether the presentation of the financial statements conforms with U.S. generally accepted accounting principles.

Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

As part of an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion on the financial statements.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall financial statement presentation, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, fraud, and noncompliance with laws and regulations may exist and not be detected by an audit of financial statements even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Also, an audit is not designed to detect matters that are immaterial to the financial statements.

We will also perform certain limited procedures to the required supplementary information as required by auditing standards generally accepted in the United States of America. However, we will not express an opinion or provide any assurance on the information. Our report relating to the financial statements will include our consideration of required supplementary information.

We also understand that the financial statements will include supplementary information which is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America with the objective of expressing an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Subject to the remainder of this paragraph, we will issue a written report upon completion of our audit of the Authority's financial statements addressed to the Board of Directors of the Santa Clara Stadium Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or, if necessary, withdraw from the engagement. If, during the performance of our audit procedures such circumstances arise, we will communicate to the audit committee our reasons for modification or withdrawal.

Internal Control over Financial Reporting and Compliance and Other Matters

We will obtain an understanding of the Authority's internal control relevant to the audit in order to determine the nature, timing, and extent of our audit procedures for the purpose of expressing an opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control.

The objective of our audit of the financial statements is not to report on the Authority's internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of

deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, our objective is not to provide an opinion on compliance with such provisions.

In accordance with *Government Auditing Standards*, we will prepare a written report, *Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards* (GAGAS report), on our consideration of internal control over financial reporting and tests of compliance made as part of our audit of the financial statements. This report will include any material weaknesses and significant deficiencies identified during the audit. This report will also include any of the following that we identify or suspect:

- Instances of noncompliance with provisions of laws, regulations, contracts, or grant agreements that have a material effect on the financial statements or other financial data significant to the audit objectives;
- Instances of fraud that are material, either qualitatively or quantitatively, to the financial statements or other financial data significant to the audit objectives.

The report will describe its purpose and will state that it is not suitable for any other purpose.

In accordance with *Government Auditing Standards*, we will also communicate in writing when:

- Identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements comes to our attention during the course of our audit that has an effect on the financial statements or other financial data significant to the audit objectives that is less than material but warrants the attention of those charged with governance, or
- We obtained evidence of identified or suspected instances of fraud that have an effect on the financial statements or other financial data significant to the audit objectives that are less than material but warrant the attention of those charged with governance.

In accordance with *Government Auditing Standards*, we are also required in certain circumstances to report identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or instances of fraud directly to parties outside the auditee.

Offering Documents

In the event the Authority requests our involvement with a future exempt filing that will include or incorporate by reference these financial statements and our audit report(s) thereon, professional standards require us to be separately engaged. The specific terms of our future services with respect to future exempt offerings will be determined at the time the services are to be performed and will be subject to the negotiation, agreement, and execution of a specific engagement letter or contract.

In the event the Authority does not engage us to be involved with the offering document, then the Authority agrees to include the following language in the offering document:

> "KPMG LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this official statement."

Our Responsibility to Communicate with the Audit Committee

We will communicate our planned scope and timing for our audit with the audit committee, including significant risks identified in planning our audit.

We will report to the audit committee or those charged with governance the following matters:

- Material, corrected misstatements that were brought to the attention of management as a result of audit procedures.
- Uncorrected misstatements accumulated by us during the audit and the effect that they, individually or in the aggregate, may have on our opinion in the auditor's report, the effect of uncorrected misstatements related to prior periods, and that uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even if the auditor has concluded that the uncorrected misstatements are immaterial to the financial statements under audit.
- Our views about qualitative aspects of the Authority's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures.
- Significant unusual transactions, if any.
- Significant difficulties, if any, encountered during our audit.
- Disagreements with management, if any.
- Circumstances that affect the form and content of our auditor's report, if any.
- Matters that are difficult or contentious for which the auditor consulted outside the engagement team and that are, in the auditor's judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America and *Government Auditing Standards*.

We will also read minutes, if any, of relevant committee meetings for consistency with our understanding of the communications made to the audit committee and determine that the audit committee has received copies of all material written communications between ourselves and management. We will also determine that the audit committee has been informed of i) the initial selection of, or the reasons for any change in, significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

To the extent that they come to our attention, we will inform the appropriate level of management about any instances of noncompliance or suspected noncompliance with laws and regulations, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud. Further, to the extent they come to our attention, we also will communicate directly to the audit committee any instances of noncompliance or suspected noncompliance with laws and regulations, unless they are clearly inconsequential, material errors in the financial statements, and any instances of fraud that involve senior management or that, in our judgment, cause a material misstatement of the financial statements.

Management Responsibilities

The management of the Authority acknowledges and understands that they have responsibility for the preparation and fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that the Authority complies with laws, regulations, contracts, and grant agreements applicable to its activities, and for informing us of any known instances of noncompliance or suspected noncompliance with laws, regulations and provisions of contracts and grant agreements. Management also is responsible for the design, implementation, and maintenance of programs and controls to prevent, deter, and detect fraud, for adopting sound accounting policies, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements whether due to error or fraud. Management is also responsible for informing us, of which it has knowledge, of all material weaknesses and significant deficiencies in the design or operation of such controls. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

The management of the Authority also acknowledges and understands that they have responsibility for the preparation of the supplementary information in accordance with the applicable criteria. Management is also responsible for providing us written representations regarding the supplementary information. Management is also responsible for including our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information, and for including the audited financial statements with any presentation of the supplementary information that includes our report thereon or making the audited financial statements readily available to intended users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management of the Authority also acknowledges and understands that it is their responsibility to provide us with: i) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters; ii) additional information that we may request from management for purposes of the audit; and iii) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. As required by auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.

To facilitate our audit planning, in accordance with *Government Auditing Standards*, management agrees to identify and provide copies of reports, if applicable, of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented, prior to April 1, 2021.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon, taken as a whole. Because of the importance of management's representations to the effective performance of our services, the Authority will release KPMG LLP (KPMG) and its personnel from any claims, liabilities, costs and expenses relating to our services under this Engagement Letter attributable to any misrepresentations in the representation letter referred to above. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

Management is also responsible for providing us with written responses in accordance with *Government Auditing Standards* to the findings included in the GAGAS report within 10 days of being provided with draft findings. If such information is not provided on a timely basis prior to release of the report, the GAGAS report will indicate management did not provide written responses.

Management is responsible for the distribution of the reports issued by KPMG.

Non-audit service - Assistance in Preparing Financial Statements

We will assist management in preparing the financial statements and related notes in accordance with U.S. generally accepted accounting principles. We will use information from the trial balance and/or other source documents provided by management to assist management in preparing the financial statements and related notes.

We may also provide advice and recommendations to assist management of the Authority in performing its responsibilities. We will not assume management responsibilities on behalf of the Authority.

The Authority agrees to:

- Assume all management responsibilities, including determining the accuracy and completeness of the financial statements and notes.
- Assign a suitable employee with appropriate skills, knowledge and/or experience to oversee the financial statement preparation assistance and evaluate the adequacy and results of the services.
- Accept responsibility for the results of the financial statement preparation assistance.

Dispute Resolution

The parties agree that any dispute or claim arising out of or relating to the Engagement Letter and the related contract or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude a party from filing a timely formal claim in accordance with applicable California law provided, however, that the party shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.

Other Matters

In the event that any term or provision of this Engagement Letter shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

This Engagement Letter shall serve as the Authority's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the Authority and between KPMG and outside specialists or other entities engaged by either KPMG or the Authority The Authority acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

In an effort to facilitate efficient communication between KPMG and the Authority related to the audit and to track engagement progress during the course of the engagement, KPMG may provide the Authority with access to certain online tools. If such access is provided to the Authority, the Authority shall be responsible for: (i) its users' access and use of such tools (including the information its users may upload to such tools and compliance with all laws and regulations applicable to use or access by the Authority's users outside of the United States (e.g. export control and data privacy laws and regulations)), and (ii) protecting the security of the account credentials in its possession for each user including timely informing KPMG when the Authority individuals' access should be removed. The Authority acknowledges that it shall not provide third parties (agents or contractors) with access to such tools without KPMG's written consent, use such tools as a system of record, nor use such tools other than for purposes of the audit engagement.

Except as permitted by law or as set forth in this paragraph, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. The Authority agrees that KPMG may list the Authority as a client in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "[*the Santa Clara Stadium Authority*] is an Audit client of KPMG LLP"). Further, for purposes of the services described in this Engagement Letter only, the Authority hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of the Authority solely for presentations or reports to the Authority or for internal KPMG presentations and intranet sites.

The Authority and KPMG acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective responsibilities under the Engagement Letter. Unless requested by KPMG to allow it to complete its audit, the Authority will not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR ("Export Controlled Information"). If KPMG requests Export Controlled Information from the Authority, the Authority shall provide KPMG with notice of provision of Export Controlled Information at least 48 hours prior to providing such Export Controlled Information to KPMG.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this Engagement Letter.

The audit documentation for this engagement is the property of KPMG. If KPMG receives a subpoena; other validly issued administrative, judicial, government or investigative regulatory demand or request; or other legal process requiring it to disclose the Authority's confidential information ("Legal Demand"), KPMG shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Authority of such Legal Demand in order to permit it to seek a protective order. So long as KPMG gives notice as provided herein, KPMG shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event KPMG is requested or authorized by the Authority, or is required by law, rule, regulation or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG's documents or personnel as witnesses or for interviews, or otherwise to make information relating to the service under the Engagement Letter available to a third party, or the Authority, the Authority shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in producing documents or personnel or providing information pursuant to such requests, authorizations or requirements.

Pursuant to *Government Auditing Standards,* and subject to applicable provisions of laws and regulations, we are required to make appropriate individuals and certain audit documentation available in a timely manner to others, including Regulators, upon request. In addition, we may also be requested to make certain audit documentation available to Regulators pursuant to authority provided by law or regulation. If so requested, access to such audit documentation will be provided. Furthermore, Regulators may obtain copies of selected audit documentation. Such regulators may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

KPMG, as an accounting firm, has an obligation to comply with applicable professional standards. Certain professional standards, including AICPA Code of Professional Conduct Section 1.700, "Confidential The Authority Information Rule," adopted by the American Institute of Certified Public Accountants and similar rules adopted by the boards of accountancy of many states, prohibit the disclosure of the Authority confidential information without the Authority consent, except in limited circumstances. KPMG represents to the Authority that KPMG will treat the Authority's confidential information in accordance with applicable professional standards.

KPMG may work with and use the services of other members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG member firms (together with KPMG, the "KPMG Firms") to provide services to the Authority. The KPMG Firms, together with the entities comprising KPMG International, shall be referred to herein as the "KPMG Parties." In connection with the performance of services under this Engagement Letter, the KPMG Firms may, in their discretion, utilize the services of third party service providers within or outside of the United States to complete the services under this Engagement Letter. KPMG Parties and such third parties may have access to your confidential information from offshore locations. In addition, KPMG uses third party service providers within and outside of the United States to provide, at its direction, back-office administrative and clerical, or analytical services to KPMG and these third party service providers may in the performance of such services have access to your confidential information. In particular, KPMG's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by KPMG Parties or such third party service providers. In addition, for purposes of fulfilling our professional responsibilities, such as maintaining independence and performing conflict checks, the Authority will be listed as a client in internal KPMG Parties' systems accessible on a need to know basis to KPMG Parties. KPMG represents that it has technical, legal and/or other safeguards, measures and controls in place to protect your confidential information from unauthorized disclosure or use.

You also understand and agree that the KPMG Parties, with the assistance of third parties as outlined above, may use all the Authority information for other purposes consistent with our professional standards, such as improving the delivery or quality of audit and other services or technology to you and to other clients, thought leadership projects, to allow you and other clients to evaluate various business transactions and opportunities, and for use in presentations to you, other clients and non-clients. When your information is used outside of the KPMG Parties or such third parties assisting them as outlined above, the Authority will not be identified as the source of the information.

It may be necessary or convenient for the Authority to use KPMG-owned or -licensed software, software agents, scripts, technologies, tools or applications (collectively "KPMG Technology") designed to extract data from The Authority's electronic books and records systems or other systems (collectively, "Systems"), in connection with the audit. The Authority understands and agrees that it is solely responsible for following appropriate change management policies, processes and controls relating to use of such technology (including without limitation appropriate backup of the Authority's information and Systems) (collectively, "Change Management Processes") before such KPMG Technology is utilized to extract data from the Systems. In the event the Authority fails to use such Change Management Processes or if such Change Management Processes prove to be inadequate, the Authority acknowledges that the Systems and/or KPMG Technology may not function as intended. In consideration of the foregoing, KPMG hereby grants the Authority the right to use KPMG Technology solely to facilitate the Authority's necessary or convenient provision of information to KPMG in connection with the audit, and this grant does not extend to any other purposes or use by third parties outside of your organization without our prior written approval, provided that third party contractors of the Authority having a need to know in order to perform their services to the Authority are permitted to use KPMG Technology to the extent necessary for such parties to perform such services, so long as the Authority exercises the same level of care to protect such KPMG Technology and KPMG confidential information as it uses to protect its own confidential information, but in no event less than reasonable care. Other than as expressly permitted hereby, the Authority agrees to keep KPMG Technology confidential, using no less than a reasonable standard of care to protect it from unauthorized disclosure or use, and to notify KPMG of any legal compulsions to disclose it, in accordance with the provisions governing legal demand of confidential information which appear in this engagement letter with respect to which the KPMG Technology is being used, *mutatis mutandis*. If the KPMG Technology is subject to any third party license terms and conditions before being provided to the Authority, the Authority may be required to accept such terms and conditions before using the KPMG Technology, in which case KPMG will provide such license terms and conditions to the Authority in writing before the Authority elects to use the KPMG Technology.

Except as otherwise provided for in this Engagement Letter, neither party may assign, transfer or delegate any of its rights, obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment in violation hereof shall be null and void.

As required by *Government Auditing Standards*, we have attached a copy of KPMG's most recent peer review report.

Reports, Services and Associated Fees

Appendix I to this Engagement Letter lists the reports we will issue and the services we will provide as part of this engagement and our fees for professional services to be performed under this Engagement Letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth in Appendix I and may be subject to written arrangements supplemental to those in this Engagement Letter.

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Our engagement herein is for the provision of annual audit services for the financial statements for the periods described in Appendix I, and it is understood that such services are provided as a single annual engagement. Pursuant to our arrangement as reflected in this Engagement Letter we will provide the services set forth in Appendix I as a single engagement for each of the Authority's subsequent fiscal years until either those charged with governance or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each subsequent year will be annually subject to negotiation and approval by those charged with governance.

We shall be pleased to discuss this Engagement Letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this Engagement Letter. Please sign and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

KPMG LLP

Lisa Avis

Lisa Avis
Managing Director

ACCEPTED

Santa Clara Stadium Authority

Authorized Signature

Stadium Authority Treasurer
Title

April 23, 2021
Date

Reports, Services and Associated Fees

Based upon our discussions with and representations of management, our fees for services we will perform are estimated as follows:

Audit of financial statements and related notes to the financial statements of the Authority as of and for the year ended March 31, 2021 and Agreed-Upon Procedures Reports	$142,120

The above estimates are based on the level of experience of the individuals who will perform the services. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to clients.

All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added, income or other applicable taxes, tariffs or duties, payment of which shall be the Authority's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.

KPMG LLP
500 Capitol Mall, Ste 2100
Sacramento, CA 95814-4754

March 29, 2021

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, California 95050

Attention: Finance Director

PRIVATE

This Engagement Letter (Engagement Letter) sets forth our understanding of the terms and objectives of our engagement and the nature and limitations of the services KPMG LLP ("KPMG") will provide.

We will apply the following agreed-upon procedures to the Shared Stadium Expenses and Statement of Operations of Santa Clara Stadium Authority (the Authority) for the year ended March 31, 2021. The Authority is responsible for the Shared Stadium Expenses. The sufficiency of the procedures is solely the responsibility of the specified users of the report: the Santa Clara Stadium Authority. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which our report is being prepared or for any other purpose. Execution of this Engagement Letter will signify the Authority's agreement to the procedures and to its responsibility for the sufficiency of the procedures for its purposes.

1) Obtain the *Stadium Lease Agreement by and between the Santa Clara Stadium Authority and Forty Niners Stadium Company LLC dated as of March 28, 2012, as amended and restated as of June 19, 2013* (Lease Agreement).

2) Obtain the following Shared Expense categories utilized by ManagementCo and agree them to the Lease agreement in Procedure 1.

    a. Day to day expenses (StadCo's share of 50%)

    b. Capital repairs and capital expenditures (StadCo's share of 50%)

    c. Stadium management fees (StadCo's share of 50%)

    d. Other specified shared expenses (StadCo's share of 50%)

    e. Groundskeeping services (StadCo's share of 70%)

    f. Insurance expenses (1st lease year $2,550,000, 2nd lease year onwards $2,550,000 increased by 3% each year, tenant expansion period 0%)

3) Determine if SCSA properly charged StadCo for its proportionate share of the Shared Stadium Expenses by obtaining the final Shared Stadium Expenses reconciliation prepared by ManagementCo and comparing it against the Estimated Shared Stadium Expenses paid by StadCo. If there is a difference between the estimated and final amount, then ensure that ManagementCo properly credit or invoice StadCo for the difference on behalf of SCSA.

4) Agree the Stadium Authority's Revenues, Expenses, Capital Expenditures, and Net Income (Loss) from Non-NFL Events to the Stadium Authority's March 31, 2020's general ledger

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

5) Recalculate the distributions to and from the Operating Expense Reserve, Stadium Capital Expenditure Reserve and Renovation/Demolition Reserve and agree it to the general ledger.

The Authority acknowledges its responsibility for determining the scope of the engagement, including the subject matter and criteria used in evaluating the subject matter, agreeing to the procedures and the sufficiency of such procedures for the Authority's purposes. At the conclusion of the engagement, the Authority agrees to supply us with a representation letter that will include the Authority's assertion about the Shared Expenses based on the criteria and will include:

a. a statement that all known matters contradicting the subject matter or assertion and any communication from regulatory agencies or others affecting the subject matter or assertion have been disclosed to us including communications received between the end of the period addressed in the written assertion and the date of our report,

b. a statement acknowledging its responsibility for the subject matter and the assertion, selecting the criteria, when applicable, and determining that such criteria are appropriate for its purposes,

c. a statement that it has provided us with access to all records relevant to the subject matter and the agreed-upon procedures, and

d. other matters as we may deem appropriate.

If such a representation letter is not provided, which includes the aforementioned assertion, it may be necessary for us to withdraw from the engagement.

Our engagement to apply agreed-upon procedures will be performed in accordance with the attestation standards established by the American Institute of Certified Public Accountants. Because the agreed-upon procedures referred to above do not constitute an examination or review, we will not express an opinion or conclusion on Shared Expenses of the Authority. Our report will include a statement to that effect. In addition, we have no obligation to perform any procedures beyond those referred to above.

Our written independent accountants' agreed-upon procedures report will include a list of the procedures performed (or reference thereto) and the related findings. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. We have no responsibility to update our report for events and circumstances occurring after the date of such report.

Our report is intended solely for the use of the Authority, and is not intended for use by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Our report will include a statement to that effect. If you request that additional specified users of the report be added, we will require that they acknowledge, in writing, their agreement with the procedures and their responsibility for the sufficiency of the procedures for their purposes.

If we are unable to complete the agreed-upon procedures referred to above, we will discuss the matter with you during the engagement. In such circumstances, we may conclude that we will not issue a report as a result of this engagement.

Because of the importance of management's representations to the effective performance of our services, the Authority hereby releases KPMG and its personnel from and against any and all claims, liabilities, costs, and

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expenses relating to our services under this Engagement Letter attributable to any misrepresentations in the representation letter referred to above. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

The Authority will indemnify, defend, and hold KPMG and its personnel harmless from and against any and all claims, liabilities, costs, and expenses asserted against KPMG by any third party to the extent resulting from or attributable to (i) that party's use or possession of, or reliance upon, KPMG's report or reference to KPMG's services hereunder as a result of the Authority's disclosure of such report or reference thereto other than to the specified user(s) or (ii) any misrepresentations in the representation letter referred to above. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute or tort (including without limitation negligence) by KPMG.

The Authority hereby releases KPMG and its personnel from and against any and all claims, liabilities, costs, and expenses relating to our services under this Engagement Letter, except to the extent determined to have resulted from the gross negligence of KPMG personnel.

The Authority will indemnify, defend, and hold KPMG and its personnel harmless from and against any and all claims, liabilities, costs, and expenses asserted against KPMG by any third party to the extent resulting from or attributable to that party's use or possession of, or reliance upon, KPMG's report or reference to KPMG's services hereunder as a result of the Authority's disclosure of such report or reference thereto.

Dispute Resolution

The parties agree that any dispute or claim arising out of or relating to the Engagement Letter and the related contract or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude a party from filing a timely formal claim in accordance with applicable California law provided, however, that the party shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.

Other Matters

In the event that any term or provision of this Engagement Letter shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

This Engagement Letter shall serve as the Authority's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the Authority and between KPMG and outside specialists or other entities engaged by either KPMG or the Authority. The Authority acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

In an effort to facilitate efficient communication between KPMG and the Authority related to the attest engagement and to track engagement progress, KPMG may provide the Authority with access to certain online tools. If such access is provided to the Authority, the Authority shall be responsible for: (i) its users' access and use of such tools (including the information its users may upload to such tools and compliance with all laws and regulations applicable to use or access by the Authority's users outside of the United States (e.g. export control and data privacy laws and regulations)), and (ii) protecting the security of the account credentials in its possession for each user including timely informing KPMG when the Authority individuals' access should be removed. The Authority acknowledges that it shall not provide third parties (agents or contractors) with access to such tools without KPMG's written consent, use such tools as a system of record, nor use such tools other than for purposes of the attest engagement. The KPMG online tools include technology licensed from Microsoft, and the Authority's use of such Microsoft technology is subject to the Microsoft End-User Terms available at http://www.kpmginfo.com/NDPPS/media/docs/144210-1A_NAS_MicrosoftEnd-UserTerms.pdf.

Except as permitted by law or as set forth in this paragraph, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. The Authority agrees that KPMG may list the Authority as a client in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "[*the Santa Clara Stadium Authority*] is an Audit client of KPMG LLP"). Further, for purposes of the services described in this Engagement Letter only, the Authority hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of the Authority solely for presentations or reports to the Authority or for internal KPMG presentations and intranet sites.

The Authority and KPMG acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective responsibilities under the Engagement Letter. Unless requested by KPMG to allow it to complete its audit, the Authority will not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR ("Export Controlled Information"). If KPMG requests Export Controlled Information from the Authority, the Authority shall provide KPMG with notice of provision of Export Controlled Information at least 48 hours prior to providing such Export Controlled Information to KPMG.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this Engagement Letter.

The documentation for this engagement is the property of KPMG. If KPMG receives a subpoena; other validly issued administrative, judicial, government or investigative regulatory demand or request; or other legal process requiring it to disclose the Authority's confidential information ("Legal Demand"), KPMG shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Authority of such Legal Demand in order to permit it to seek a protective order. So long as KPMG gives notice as provided herein, KPMG shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event KPMG is requested or authorized by the Authority, or is required by law, rule, regulation or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG's documents or personnel as witnesses or for interviews, or

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otherwise to make information relating to the service under the Engagement Letter available to a third party, or the Authority, the Authority shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in producing documents or personnel or providing information pursuant to such requests, authorizations or requirements.

KPMG, as an accounting firm, has an obligation to comply with applicable professional standards. Certain professional standards, including AICPA Code of Professional Conduct Section 1.700, "Confidential Client Information Rule," adopted by the American Institute of Certified Public Accountants and similar rules adopted by the boards of accountancy of many states, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. KPMG represents to the Authority that KPMG will treat the Authority's confidential information in accordance with applicable professional standards.

KPMG may work with and use the services of other members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG member firms (together with KPMG, the "KPMG Firms") to provide services to the Authority. The KPMG Firms, together with the entities comprising KPMG International, shall be referred to herein as the "KPMG Parties." In connection with the performance of services under this Engagement Letter, the KPMG Firms may, in their discretion, utilize the services of third party service providers within or outside of the United States to complete the services under this Engagement Letter. KPMG Parties and such third parties may have access to your confidential information from offshore locations. In addition, KPMG uses third party service providers within and outside of the United States to provide, at its direction, back-office administrative and clerical, or analytical services to KPMG and these third party service providers may in the performance of such services have access to your confidential information. In particular, KPMG's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by KPMG Parties or such third party service providers. In addition, for purposes of fulfilling our professional responsibilities, such as maintaining independence and performing conflict checks, the Authority will be listed as a client in internal KPMG Parties' systems accessible on a need to know basis to KPMG Parties. KPMG represents that it has technical, legal and/or other safeguards, measures and controls in place to protect your confidential information from unauthorized disclosure or use.

You also understand and agree that the KPMG Parties, with the assistance of third parties as outlined above, may use all the Authority information for other purposes consistent with our professional standards, such as improving the delivery or quality of audit and other services or technology to you and to other clients, thought leadership projects, to allow you and other clients to evaluate various business transactions and opportunities, and for use in presentations to you, other clients and non-clients. When your information is used outside of the KPMG Parties or such third parties assisting them as outlined above, the Authority will not be identified as the source of the information.

Except as otherwise provided for in this Engagement Letter, neither party may assign, transfer or delegate any of its rights, obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment in violation hereof shall be null and void.

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Our engagement herein is for the provision of annual audit services for the financial statements for the periods described in Appendix I of the financial statement audit engagement letter, and it is understood that such

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services are provided as a single annual engagement. Pursuant to our arrangement as reflected in this Engagement Letter we will provide the services set forth in Appendix I of the financial statement audit engagement letter as a single engagement for each of the Authority's subsequent fiscal years until either those charged with governance or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each subsequent year will be annually subject to negotiation and approval by those charged with governance.

Based upon our discussions with and representations of the Authority, we estimate that fees for these services is $15,000. This estimate is based on the level of experience of the individuals who will perform the services. In addition, expenses are billed for reimbursement as incurred. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver the services within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Our fees and expenses will be billed every two weeks as charges are incurred. All invoices shall be paid within 30 days after the date thereof. In the event any invoice is not timely paid as set forth herein, then upon five days prior written notice to you, KPMG may terminate its performance hereunder and will not be responsible for any loss, costs, or expense thereby resulting. It is understood that neither our fees nor the payment thereof will be contingent upon the results of our engagement.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to clients.

All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added, income or other applicable taxes, tariffs or duties, payment of which shall be the Authority's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

We shall be pleased to discuss this Engagement Letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this Engagement Letter. Please sign and return it to us.

Very truly yours,

KPMG LLP

Lisa Avis
Managing Director

This Engagement Letter correctly sets forth the understanding of the Santa Clara Stadium Authority.

ACCEPTED

Santa Clara Stadium Authority

Authorized Signature

Stadium Authority Treasurer
Title

April 23, 2021
Date

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

KPMG LLP
500 Capitol Mall, Ste 2100
Sacramento, CA 95814-4754

Telephone +1 916 448 4700
Fax +1 916 554 1199
kpmg.com

March 29, 2021

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, California 95050

Attention: Finance Director

PRIVATE

This Engagement Letter (Engagement Letter) sets forth our understanding of the terms and objectives of our engagement and the nature and limitations of the services KPMG LLP ("KPMG") will provide.

We will apply the following agreed-upon procedures to the Shared Stadium Expenses of Santa Clara Stadium Authority (the Authority) for the year ended March 31, 2021. The Authority is responsible for the Shared Stadium Expenses. The sufficiency of the procedures is solely the responsibility of the specified users of the report: the Santa Clara Stadium Authority. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which our report is being prepared or for any other purpose. Execution of this Engagement Letter will signify the Authority's agreement to the procedures and to its responsibility for the sufficiency of the procedures for its purposes.

1. Obtain the Stadium Lease Agreement by and between the Santa Clara Stadium Authority and Forty Niners Stadium Company LLC dated as of March 28, 2012, as amended and restated as of June 19, 2013 (Lease Agreement).

2. Obtain the following Shared Expense categories utilized by Management Co, select 100 non-labor expenditures, and agree them to the original source documents (i.e. vendor invoice, agreements, etc.) and to the Lease agreement in Procedure 1.

    a. Day to day expenses (the Authority's share of 50%)

    b. Capital repairs and capital expenditures (the Authority's share of 50%)

    c. Groundskeeping services (the Authority's share of 30%)

3. For SBL Sales and Services, select 20 Commission and 10 Bonus payouts, trace and agreed the amount to the payroll report, employment agreement or payout approval, and verify that the expenditure was reasonable and properly allocated to the Stadium Authority as agreed in Procedure 1.

4. For non-SBL Sales and Services transactions, select 20 Bonus and/or Commission payouts, trace and agreed the amount to payroll report, employment agreement or payout approval, and verify that the expenditure was reasonable and properly allocated to the Stadium Authority as agreed in Procedure 1.

5. For fulltime labor transactions, select 30 payouts and 10 accruals, trace and agree the sample to the original source documents, verify that the expense was properly charged and allocated to the Stadium Authority as agreed in Procedure.

6. Review the Shared Expense details and determine if there are any Related Party transactions. If so, then select 10 samples, trace the payout to the original source documents or agreements, verify that there is no conflict of interest and that the expenditure was reasonable and properly allocated to the Stadium Authority as agreed in Procedure 1.

The Authority acknowledges its responsibility for determining the scope of the engagement, including the subject matter and criteria used in evaluating the subject matter, agreeing to the procedures and the sufficiency of such procedures for the Authority's purposes. At the conclusion of the engagement, the Authority agrees to supply us with a representation letter that will include the Authority's assertion about the Shared Expenses based on the criteria and will include:

a. a statement that all known matters contradicting the subject matter or assertion and any communication from regulatory agencies or others affecting the subject matter or assertion have been disclosed to us including communications received between the end of the period addressed in the written assertion and the date of our report,

b. a statement acknowledging its responsibility for the subject matter and the assertion, selecting the criteria, when applicable, and determining that such criteria are appropriate for its purposes,

c. a statement that it has provided us with access to all records relevant to the subject matter and the agreed-upon procedures, and

d. other matters as we may deem appropriate.

If such a representation letter is not provided, which includes the aforementioned assertion, it may be necessary for us to withdraw from the engagement.

Our engagement to apply agreed-upon procedures will be performed in accordance with the attestation standards established by the American Institute of Certified Public Accountants. Because the agreed-upon procedures referred to above do not constitute an examination or review, we will not express an opinion or conclusion on Shared Expenses of the Authority. Our report will include a statement to that effect. In addition, we have no obligation to perform any procedures beyond those referred to above.

Our written independent accountants' agreed-upon procedures report will include a list of the procedures performed (or reference thereto) and the related findings. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. We have no responsibility to update our report for events and circumstances occurring after the date of such report.

Our report is intended solely for the use of the Authority, and is not intended for use by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Our report will include a statement to that effect. If you request that additional specified users of the report be added, we will require that they acknowledge, in writing, their agreement with the procedures and their responsibility for the sufficiency of the procedures for their purposes.

If we are unable to complete the agreed-upon procedures referred to above, we will discuss the matter with you during the engagement. In such circumstances, we may conclude that we will not issue a report as a result of this engagement.

Because of the importance of management's representations to the effective performance of our services, the Authority hereby releases KPMG and its personnel from and against any and all claims, liabilities, costs, and expenses relating to our services under this Engagement Letter attributable to any misrepresentations in the representation letter referred to above. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

The Authority will indemnify, defend, and hold KPMG and its personnel harmless from and against any and all claims, liabilities, costs, and expenses asserted against KPMG by any third party to the extent resulting from or attributable to (i) that party's use or possession of, or reliance upon, KPMG's report or reference to KPMG's services hereunder as a result of the Authority's disclosure of such report or reference thereto other than to the specified user(s) or (ii) any misrepresentations in the representation letter referred to above. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute or tort (including without limitation negligence) by KPMG.

The Authority hereby releases KPMG and its personnel from and against any and all claims, liabilities, costs, and expenses relating to our services under this Engagement Letter, except to the extent determined to have resulted from the gross negligence of KPMG personnel.

The Authority will indemnify, defend, and hold KPMG and its personnel harmless from and against any and all claims, liabilities, costs, and expenses asserted against KPMG by any third party to the extent resulting from or attributable to that party's use or possession of, or reliance upon, KPMG's report or reference to KPMG's services hereunder as a result of the Authority's disclosure of such report or reference thereto.

Dispute Resolution

The parties agree that any dispute or claim arising out of or relating to the Engagement Letter and the related contract or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude a party from filing a timely formal claim in accordance with applicable California law provided, however, that the party shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.

Other Matters

In the event that any term or provision of this Engagement Letter shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

This Engagement Letter shall serve as the Authority's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the Authority and between KPMG and outside specialists or other entities engaged by either KPMG or the Authority. The Authority acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no

fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

In an effort to facilitate efficient communication between KPMG and the Authority related to the attest engagement and to track engagement progress, KPMG may provide the Authority with access to certain online tools. If such access is provided to the Authority, the Authority shall be responsible for: (i) its users' access and use of such tools (including the information its users may upload to such tools and compliance with all laws and regulations applicable to use or access by the Authority's users outside of the United States (e.g. export control and data privacy laws and regulations)), and (ii) protecting the security of the account credentials in its possession for each user including timely informing KPMG when the Authority individuals' access should be removed. The Authority acknowledges that it shall not provide third parties (agents or contractors) with access to such tools without KPMG's written consent, use such tools as a system of record, nor use such tools other than for purposes of the attest engagement. The KPMG online tools include technology licensed from Microsoft, and the Authority's use of such Microsoft technology is subject to the Microsoft End-User Terms available at http://www.kpmginfo.com/NDPPS/media/docs/144210-1A_NAS_MicrosoftEnd-UserTerms.pdf.

Except as permitted by law or as set forth in this paragraph, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party. The Authority agrees that KPMG may list the Authority as a client in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "[*the Santa Clara Stadium Authority*] is an Audit client of KPMG LLP"). Further, for purposes of the services described in this Engagement Letter only, the Authority hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of the Authority solely for presentations or reports to the Authority or for internal KPMG presentations and intranet sites.

The Authority and KPMG acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective responsibilities under the Engagement Letter. Unless requested by KPMG to allow it to complete its audit, the Authority will not provide KPMG, or grant KPMG access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR ("Export Controlled Information"). If KPMG requests Export Controlled Information from the Authority, the Authority shall provide KPMG with notice of provision of Export Controlled Information at least 48 hours prior to providing such Export Controlled Information to KPMG.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this Engagement Letter.

The documentation for this engagement is the property of KPMG. If KPMG receives a subpoena; other validly issued administrative, judicial, government or investigative regulatory demand or request; or other legal process requiring it to disclose the Authority's confidential information ("Legal Demand"), KPMG shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Authority of such Legal Demand in order to permit it to seek a protective order. So long as KPMG gives notice as provided herein, KPMG shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event KPMG is requested or authorized by the Authority, or is

required by law, rule, regulation or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG's documents or personnel as witnesses or for interviews, or otherwise to make information relating to the service under the Engagement Letter available to a third party, or the Authority, the Authority shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in producing documents or personnel or providing information pursuant to such requests, authorizations or requirements.

KPMG, as an accounting firm, has an obligation to comply with applicable professional standards. Certain professional standards, including AICPA Code of Professional Conduct Section 1.700, "Confidential Client Information Rule," adopted by the American Institute of Certified Public Accountants and similar rules adopted by the boards of accountancy of many states, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. KPMG represents to the Authority that KPMG will treat the Authority's confidential information in accordance with applicable professional standards.

KPMG may work with and use the services of other members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG member firms (together with KPMG, the "KPMG Firms") to provide services to the Authority. The KPMG Firms, together with the entities comprising KPMG International, shall be referred to herein as the "KPMG Parties." In connection with the performance of services under this Engagement Letter, the KPMG Firms may, in their discretion, utilize the services of third party service providers within or outside of the United States to complete the services under this Engagement Letter. KPMG Parties and such third parties may have access to your confidential information from offshore locations. In addition, KPMG uses third party service providers within and outside of the United States to provide, at its direction, back-office administrative and clerical, or analytical services to KPMG and these third party service providers may in the performance of such services have access to your confidential information. In particular, KPMG's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by KPMG Parties or such third party service providers. In addition, for purposes of fulfilling our professional responsibilities, such as maintaining independence and performing conflict checks, the Authority will be listed as a client in internal KPMG Parties' systems accessible on a need to know basis to KPMG Parties. KPMG represents that it has technical, legal and/or other safeguards, measures and controls in place to protect your confidential information from unauthorized disclosure or use.

You also understand and agree that the KPMG Parties, with the assistance of third parties as outlined above, may use all the Authority information for other purposes consistent with our professional standards, such as improving the delivery or quality of audit and other services or technology to you and to other clients, thought leadership projects, to allow you and other clients to evaluate various business transactions and opportunities, and for use in presentations to you, other clients and non-clients. When your information is used outside of the KPMG Parties or such third parties assisting them as outlined above, the Authority will not be identified as the source of the information.

Except as otherwise provided for in this Engagement Letter, neither party may assign, transfer or delegate any of its rights, obligations, claims or proceeds from claims arising under or relating to this Engagement Letter (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment in violation hereof shall be null and void.

****

Our engagement herein is for the provision of annual audit services for the financial statements for the periods described in Appendix I of the financial statement audit engagement letter, and it is understood that such services are provided as a single annual engagement. Pursuant to our arrangement as reflected in this Engagement Letter we will provide the services set forth in Appendix I of the financial statement audit engagement letter as a single engagement for each of the Authority's subsequent fiscal years until either those charged with governance or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each subsequent year will be annually subject to negotiation and approval by those charged with governance.

Based upon our discussions with and representations of the Authority, we estimate that fees for these services is $20,000. This estimate is based on the level of experience of the individuals who will perform the services. In addition, expenses are billed for reimbursement as incurred. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver the services within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Our fees and expenses will be billed every two weeks as charges are incurred. All invoices shall be paid within 30 days after the date thereof. In the event any invoice is not timely paid as set forth herein, then upon five days prior written notice to you, KPMG may terminate its performance hereunder and will not be responsible for any loss, costs, or expense thereby resulting. It is understood that neither our fees nor the payment thereof will be contingent upon the results of our engagement.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to clients.

All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added, income or other applicable taxes, tariffs or duties, payment of which shall be the Authority's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.

We shall be pleased to discuss this Engagement Letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this Engagement Letter. Please sign and return it to us.

Very truly yours,

KPMG LLP

Lisa Avis
Managing Director

This Engagement Letter correctly sets forth the understanding of the Santa Clara Stadium Authority.

ACCEPTED

Santa Clara Stadium Authority

Authorized Signature

Stadium Authority Treasurer
Title

April 23, 2021
Date

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill Authority on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

Fee Schedule is per Appendix I in the Contractor's proposal entitled, "Engagement Letter" dated March 30, 2021, which is attached to this Exhibit B and incorporated by this reference. In no event shall the amount billed to Authority by Contractor for services under this Agreement exceed seven hundred fifty-four thousand five hundred and fifty-four dollars (including expenses) for audit services for fiscal year ending March 31, 2021 thru March 31, 2025. All fees are subject to annual budget appropriations.

EXHIBIT C
INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS FOR PROFESSIONAL SERVICES

Without limiting the Consultant's indemnification of the Santa Clara Stadium Authority ("Stadium Authority"), 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 Stadium Authority, 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 Stadium Authority so that any other coverage held by the Stadium Authority shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This General Liability policy must include a Waiver of Subrogation in favor of the Stadium Authority, its governing board, subordinate boards, 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. 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 Stadium Authority General Counsel'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. The Santa Clara Stadium Authority, its governing board, officers, employees, and agents ("Indemnified Parties") are hereby added as additional insureds in respect to liability arising out of Consultant's work for the Stadium Authority.

2. 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 Indemnified Parties may possess, including any self-insurance or self-insured retention they may have. Any other insurance that the Indemnified Parties 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 the Stadium Authority 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 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 the Stadium Authority 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 the Stadium Authority 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 the Stadium Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to the Stadium Authority 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 the Stadium Authority or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Stadium Authority. It is not the intent of the Stadium Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the Stadium Authority for payment of premiums or other amounts with respect thereto.

3. The Stadium Authority 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) 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 the Stadium Authority and as described in this Agreement. Consultant shall file with the Stadium Authority all certificates and blanket endorsements for the required insurance policies for the Stadium Authority's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage, and be delivered to the Stadium Authority through its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to the Stadium Authority pursuant to this Agreement shall be mailed to:

Santa Clara Stadium Authority [Finance Department]
c/o Ebix, Inc.
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 Stadium Authority or its insurance compliance representatives.

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
KPMG LLP

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the Santa Clara Stadium Authority (Authority), a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and KPMG LLP, a Delaware registered limited liability partnership, (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the Santa Clara Stadium Authority and KPMG LLP, dated June 25, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide financial statement and agreed-upon procedures audits, and the Parties now wish to amend the Agreement to include ad hoc audit projects and increase the maximum compensation by One Hundred Thousand Dollars ($100,000) for a new revised not to exceed amount of Eight Hundred Fifty-Four Thousand Five Hundred and Fifty-Four Dollars ($854,554).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3 of the Agreement, entitled "Scope of Services & Performance Schedule" is amended to read as follows:

   "3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

   Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A and other ad hoc audit projects. Time is of the essence."

2. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

   "6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority 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 Eight Hundred Fifty-Four Thousand Five Hundred and Fifty-Four Dollars ($854,554), 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."

3. Exhibit B of the Agreement, entitled "Schedule of Fees" is amended to read as follows:

"EXHIBIT B SCHEDULE OF FEES

Contractor will bill Authority on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

Fee Schedule is per Appendix I in the Contractor's proposal entitled, "Engagement Letter" dated March 30, 2021, which is attached to this Exhibit B and incorporated by this reference. In no event shall the amount billed to Authority by Contractor for services under this Agreement exceed Eight Hundred Fifty-Four Thousand Five Hundred and Fifty-Four Dollars ($854,554), including expenses, for audit and other ad hoc audit projects for fiscal year ending March 31, 2021 thru March 31, 2025. All fees are subject to annual budget appropriations."

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY
a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

Approved as to Form:

GLEN R. GOOGINS
Stadium Authority Counsel

Dated: 6/26/24

JOVAN D. GROGAN
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"AUTHORITY"

KPMG LLP
a Delaware Registered Limited Liability Partnership

Dated: Lisa Avis
By (Signature): 5/30/24
Name: Lisa Avis
Title: Managing Director
Principal Place of Business Address: 500 Capitol Mall, Ste.2100 Sacramento, CA 95814
Email Address: lavis@kpmg.com
Telephone: (916) 551-3115
Fax: (916) 554-1199

"CONTRACTOR"

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
KPMG LLP

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the Santa Clara Stadium Authority (Authority), a joint powers agency created pursuant to Section 6532 of the California Government Code and KPMG LLP, a Delaware registered limited liability partnership (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the Santa Clara Stadium Authority and KPMG LLP, dated June 25, 2021 (Agreement); and

B. The Agreement was previously amended by Amendment No. 1, dated June 26, 2024, 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 having Contractor provide financial statement and agreed-upon procedures audits, and the Parties now wish to amend the Agreement as Amended to extend the term of the agreement to June 30, 2026.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

   "2. TERM OF AGREEMENT

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2026."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
Stadium Authority Counsel

JŌVAN D. GROGAN
Executive Director
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"AUTHORITY"

KPMG LLP
a Delaware Registered Limited Liability Partnership

Dated: _____

By (Signature): _____
Name: Jamie Cavin
Title: Managing Director, Audit
Principal Place of Business Address: 60 Rio Salado Pkwy., Tempe, AZ 85281
Email Address: jmclark@kpmg.com
Telephone: (505) 453-6611
Fax: (480) 393-1850

"CONTRACTOR"

26-313 Agenda Date: 3/24/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Amendment No. 2 to the Agreement with Integrated Communication Systems for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director 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 the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

In 2023, the Stadium Manager conducted a Request For Proposals (RFP) process for fire alarm testing, inspection, maintenance, and related services. The highest scoring proposer took exception to the terms and conditions agreed upon in their initial proposal response during the agreement execution stage. Representatives from the Stadium Manager and vendor attempted to resolve issues related to indemnity and liability provisions but could not mutually agree on the terms proposed by the vendor. The Stadium Authority Counsel reviewed the vendor's proposed language and concurred with the Stadium Manager's concerns. As such, the Stadium Manager recommended moving forward with the second-highest rated proposer in the Stadium Manager's RFP process, Integrated Communication Systems (ICS).

On May 23, 2023, the Stadium Authority Board approved an Agreement with ICS to provide fire alarm testing, inspection, maintenance, and related services at Levi's Stadium (Agreement) (Attachment 1). The Agreement included an initial three-year term through March 31, 2026, with the option to extend the agreement for two additional one-year periods, in an amount not to exceed $115,000 for the first contract year, $117,000 for the second contract year, and $120,000 for the third contract year, for a total not to exceed amount of $352,000 over the three-year period. The Stadium Authority Board also authorized the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

On June 24, 2025, the Stadium Authority Board approved an Amendment No. 1 to the Agreement with ICS to increase the not to exceed amount to $133,000 for the second contract year and $160,000 for the third contract year, for a total not to exceed amount of $408,000 over the three-year period, with the option to extend the agreement for two additional one-year periods, subject to budget appropriations (Attachment 2).

To ensure continuity of fire alarm testing, inspections, maintenance, and related services in advance of the initial three-year term expiring on March 31, 2026, the Stadium Manager is requesting approval of the following actions related to the Agreement with ICS:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 2 to the Agreement with ICS to increase the maximum compensation by $160,000 to cover services from April 1, 2026 to March 31, 2027 (Attachment 3).
2. Authorize the Executive Director to approve future amendments to the Agreement with ICS to exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $168,000 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.
3. Authorize the Executive Director to approve future amendment to the Agreement with ICS, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $88,200 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $824,200.

The Stadium Manager’s request for an Amendment No. 2 to the Agreement with ICS to extend the agreement by one additional year to cover services from April 1, 2026 to March 31, 2027 is within the Executive Director’s delegated authority to approve. However, the requested Amendment No. 2 to the Agreement with ICS includes an increase to the total agreement amount, an updated compensation and fee schedule in Exhibit B-2, and additional delegation of authority to the Executive Director for future amendments related to contract year five and the additional six months, which require additional Stadium Authority Board action. As such, Amendment No. 2 is being presented for the Stadium Authority Board’s approval.

A Recommendation Memo was submitted describing the Stadium Manager’s request in more detail (Attachment 4).

DISCUSSION

Regular testing of the fire alarm system is critical to the safe operation of the stadium. To maintain a consistent and safe operating environment for Non-NFL and NFL events, the vendor performs regular inspections of the fire alarm system, performs corrective maintenance as issues arise, and provides on-site response and emergency services as needed.

As noted above, the Executive Director has delegated authority to approve the Stadium Manager’s exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations. As the delegated authority did not cover increases in the not-to-exceed agreement amount and updates to the compensation and fee schedule, the requested Amendment No. 2 is provided for approval.

The rate increases in Exhibit B-2 ranged from 5-6.4%, exceeding the regional Consumer Price Index (CPI). As such, Stadium Authority staff followed up with the Stadium Manager for additional information. The Stadium Manager explained that the rate increases for contract year four aligned with CPI trends and the percentage increases year over year for the first three years of the agreement. The rate increase in the second year was 5%, and in the third year, it was 4%.

To ensure efficiencies through administrative approval, which was intended through the original request for approval of the Agreement with ICSs with delegated authority to the Executive Director to approve their exercise of option years, the Stadium Manager is also requesting the Stadium Authority Board also delegate authority to the Executive Director for future amendments, specifically, 1) approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year and increase the not-to exceed amount by $168,000 (reflective of a 5% increase) to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations, and 2) approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $88,200 (reflective of a 5% increase) to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $824,200.

Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Description	Amount
Initial Three-Year Term (4/1/23 - 3/31/26)	$408,000
Optional Year 4 (4/1/26 - 3/31/27)	$160,000
Optional Year 5 (4/1/27 - 3/31/28)	$168,000
6-Month As-Need Extension Period (4/1/28 - 9/30/28)	$88,200
Total Not-to-Exceed Maximum Compensation	$824,200

Optional Years 4 and 5 assume an annual increase of 5%. The Stadium Manager has provided the following reason for the increased agreement amounts that reflect a 5% increase and maximum 5% for rate increases, “This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.” The Stadium Manager or vendor is responsible for providing reasonable justification for any rate increases for future amendments. If the Stadium Manager’s requests are approved, the Executive Director will have delegated authority to approve such rate increases, up to 5%, and any higher rate increases will have to go to the Stadium Authority Board for additional approval. The Stadium Manager will be responsible for managing expenditures throughout the term of the agreement based

on operational needs, provided the overall maximum compensation is not exceeded. This approach allows for continued Stadium Authority oversight, while streamlining the approval process for future amendments.

Based on the review of the Stadium Manager's request, the agenda reports and Stadium Authority Board actions related to the approval of the original and Amendment No. 1 to Agreement with Integrated Communication Systems, and the draft Amendment No. 2, staff recommends approval of the Stadium Manager's requests related to the Agreement with ICS to continue fire alarm testing, inspection, maintenance, and related services at Levi's Stadium with minor modifications - with respect to the recommendation to approve Amendment No. 2, include reference of the updated compensation and fee schedule; and with respect to the recommendations related to the amendments for the fifth contract year and additional six month extension, update the word "increase" to "adjust" regarding the compensation and fee schedules. For clarity, the Executive Director will have delegated authority to approve rate increases of up to 5%, subject to the maximum compensation.

The Stadium Authority Counsel's Office has reviewed the requested Amendment No. 2 described above for comparison to the Stadium Authority's customary language. Nothing in the proposed Amendment No. 2 or Agreement 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 the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. 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.

Additionally, the action being considered is exempt from the CEQA pursuant to CEQA Guidelines section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

The requested Amendment No. 2 to the Agreement with ICS will increase the agreement's total not-to

-exceed amount by $160,000, from $408,000 to $568,000 over the four-year term. Future amendments to the agreements, as requested through delegated authority to the Executive Director for approval, may increase the agreement's total not-to-exceed amount to $842,200 through September 30, 2028.

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 the agreement costs for the Amendment No. 2 to the Agreement with ICS (up to $80,000). As the requested action for the fifth contract year and additional six-month extension covers FY 2027/28 and FY 2028/29, those agreement amendments will be subject to future budget appropriations.

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 execute an Amendment No. 2 to the Agreement with Integrated Communication System for fire alarm testing, inspections, maintenance, and related services at Levi's Stadium to increase the maximum compensation by $160,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2;
2. Authorize the Executive Director to approve future amendments to the Agreement with Integrated Communication Systems to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $168,000 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with Integrated Communication System, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $88,200 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement with Integrated

Communication Systems, inclusive of all contract years and the six-month extension period, shall not exceed $824,200.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with Integrated Communication Systems
2. Amendment No. 1 to Agreement with Integrated Communication Systems
3. Draft Amendment No. 2 to Agreement with Integrated Communication Systems
4. Stadium Manager’s Recommendation Memo

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Agreement No: 10172

LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
STADIUM MANAGER
AND
INTEGRATED COMMUNICATION SYSTEMS

This Agreement for the Performance of Services ("Agreement") is made and entered into on June 1, 2023 ("Effective Date") by and between INTEGRATED COMMUNICATION SYSTEMS, a California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of fire alarm testing, inspection, maintenance, and related services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or

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thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, the Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

Contractor 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. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

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8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a

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suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will

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determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain

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parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or

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subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment),

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(3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such

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transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

15. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

16. 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 Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. 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 Stadium Manager, 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 shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

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19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager 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 the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, 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 Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

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B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

27. SEVERABILITY CLAUSE.

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

28. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

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Attention:	Francine Hughes, Executive Vice President and General Manager
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	Legal Department
Address:	Integrated Communication Systems 6680 Via Del Oro San Jose, CA 95119

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation

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does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or 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 Stadium Manager if a conflict arises.

35. LABOR COMPLIANCE REQUIREMENTS.

A. 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 Services are 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 Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services 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 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.

B. 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.

C. 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

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overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

D. 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 to Stadium Manager, 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.

E. 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** and incorporated herein by this reference prior to Agreement 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.

F. This Agreement 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 Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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 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.

G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is

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responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.

ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.

iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage

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compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.

vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

[***Signatures continued on next page***]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____

9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

CONTRACTOR:

INTEGRATED COMMUNICATION SYSTEMS

DocuSigned by:

By: Aaron Colton

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Name: Aaron Colton

Title: President

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EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services at the Stadium during the Term, as directed by Stadium Manager:

A. Overview

a. Contractor will provide Stadium Manager fire alarm testing, inspections, and maintenance services as specified in this Exhibit A and at the rates contained in Exhibit B, both of which are attached and incorporated into the Agreement, at Levi's Stadium for a multiyear period beginning June 1, 2023 through March 31, 2026, as requested by Stadium Manager; provided however, if the services extend beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.
b. Testing, maintenance and inspection work will occur throughout the year at Levi's Stadium located at 4900 Marie P. DeBartolo Way in Santa Clara, CA 95054. Testing, inspection and maintenance services are required on a recurring schedule. The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium during the Term.

B. General Requirements

a. Contractor must possess the appropriate certification(s), and experience with the EST3 fire alarm systems to perform the Services. Contractor's responsibilities will include performing fire alarm testing, inspection, and maintenance in accordance with both NFPA-72, California Fire Code, as they may be amended from time to time, and other applicable guidelines. Contractor's will coordinate in advance with Stadium Manager all testing, inspection, and maintenance that Contractor performs under this Agreement.
b. Contractor will adhere to the prevailing wage and reporting requirements referenced in the Agreement and Exhibit G ("Prevailing Wage"), which is attached and incorporated into this Agreement.
c. Contractor shall perform the work described herein and shall furnish all labor, equipment, tools, special skills and materials required to perform the Services.
d. Contractor shall provide Stadium Manager and maintain a current list of emergency numbers for 24-hour emergency response. Contractor shall initiate remedial action with one (1) hour of notification. Stadium Manager will determine what circumstances constitute an emergency in its sole discretion.
e. Contractor shall provide the following categories of work:
    i. Regular semi-annual and annual testing, inspection, and maintenance
    ii. Corrective maintenance items found on regular testing and inspections
    iii. Emergency services
    iv. On-site response
    v. Parts cost for modules, batteries, devices, switches, detectors, relays
    vi. Provide parts for corrective maintenance – provide a percentage off manufacturers' list price
    vii. Repair and Programming of alarm logic

C. Minimum Qualifications

a. Contractor must possess, and continue to possess throughout the Term, the following minimum qualifications to be perform the Services under this Agreement:
    i. Current C-10 Electrical Contractor License;

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ii. EST3 Fire Alarm certification;
iii. Knowledge regarding all other current alarm systems defined below;
iv. State of California Fire/Life/Safety technician certification;
v. State of California electrician certification;
vi. Knowledge regarding NFPA-72 and California Fire Code;
vii. Successfully have provided similar Fire Alarm Testing, Maintenance and Inspection services for a minimum of five (5) years for public assembly venues with a capacity of at least 20,000 patrons utilizing EST3 fire alarm systems.
viii. Contractor's personnel providing onsite service must have a minimum of three (3) years' experience in providing similar Fire Alarm Testing, Maintenance and Inspection services to public assembly venues referenced in item 7 above.

D. System Description

a. Contractor must be, and remain throughout the Term, knowledgeable regarding, and familiar with, EST3 fire alarm systems, including: modular hardware and software components, network components and rail modules (LRMs).

E. Preventive Maintenance

a. Contractor will be responsible for performing the work detailed in the Preventive Maintenance section of the EST3 Installation and Service Manual. The Preventive Maintenance section of the EST3 Installation and Service Manual provides a scope for preventative maintenance governed by NFPA-72; however, Levi's Stadium was designed and permitted under the 2010 California Building Code (CBC) as amended by local amendments adopted by the City of Santa Clara. Contractor may propose additional testing and maintenance work to Stadium Manager based on contractor's experience with similar systems, but such work will be subject to prior authorization by Stadium Manager. Contractor is responsible for being thoroughly familiar with the EST3 preventative maintenance requirements, as well as any other requirements from the NFPA, and the California Fire Code, as they may be amended from time to time.

b. Unless Stadium Manager has existing stock or replacement parts, Contractor will provide necessary replacement of deficient or inoperable devices, including for those deficient or inoperable devices found during the course of system testing, inspection or preventative maintenance, or those devices that have failed during operation in connection with its maintenance responsibilities. Contractor must only use original replacement components manufactured by the original equipment manufacturer or other compatible components to preserve U.L. Listings and meet NFPA requirements.

F. Emergency Services & Onsite Response

a. Contractor will make emergency service response between scheduled tests available 24 hours a day/seven (7) days a week to minimize system down time. Stadium Manager will determine what circumstances constitute an emergency in its sole discretion. Contractor will provide support via a telephone response within (thirty) 30 minutes of being notified of an emergency, and Contractor's service technicians shall be onsite within four (4) hours. Contractor will handle non-emergency calls, as determined by Stadium Manger, the next business day.

G. Levi's Stadium Alarm Detail

a. Contractor will provide the Services, including fire alarm testing, inspection and maintenance work, for the fire alarm system devices referenced below:

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FIRE ALARM SYSTEM DEVICES	QUANTITY
Alarm	4
Auxiliary	442
Control	207
Indicating	1889
Initiating	841
Monitor	157
Supervisory	164
Kitchen Ansul Systems	55
TOTAL DEVICES	**3,759**

H. Service Delivery

Annual Testing: Testing of all devices on the fire alarm system (required once per year) shall be performed during normal business hours Monday through Friday, 7:30 a.m. to 4:30 p.m.

Semi-Annual Testing: Water Flow, Valve Tamper Devices and Batteries (required every six months) shall be performed during normal business hours.

1. Inspection times shall be between the hours of 7:30 a.m. to 4:30 p.m.
2. Test all common area notification appliance devices (Horns, Horn/Strobes, Strobes)
3. Test common area supervisory alarms, water flow switches, temper switches, back flow preventer switches, and PIV switches
4. Test common area pull stations, heat detectors, smoke detectors, duct detectors
5. Loading test batteries on remote power supplies and fire alarm control panel
6. Prepare and submit reports

All deficiencies must be corrected within 90 days of the initial inspection.

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EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Item	Description	6/1/2023 - 3/31/2024 Year One Pricing	4/1/2024 - 3/31/2025 Year Two Pricing	4/1/2025 to 3/31/2026 Year Three Pricing
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	$85,100.00	$87,683.00	$90,343.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	$11,808.00	$12,162.00	$12,526.00
3	Labor Rates for Non-Contracted, Scheduled Work			
	Straight Time	$165.00 per hour	$175.00 per hour	$185.00 per hour
	Overtime at 1.5 times	$250.00 per hour	$265.00 per hour	$275.00 per hour
	Double Time	$330.00 per hour	$350.00 per hour	$370.00 per hour

Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

Reimbursable Expenses for Non-Contracted Work:

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

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Total Not to Exceed Amount for Three Years: $352,000

Year One – 6/1/23 through 3/31/24 - $115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - $117,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - $120,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars ($1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

6. Umbrella or excess liability insurance in the amount of Two Million Dollars ($2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

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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.[6]

Name of Contractor: ICS Integrated Communication Systems

DIR Registration Number: 1000001138

DIR Registration Expiration: 06/30/2024

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 (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- 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 ICS Integrated Communication Systems

Signature DocuSigned by: Aaron Colton AB5273FD3EF4427...

Name and Title Aaron Colton, President

Dated 5/24/2023

[6] If the Agreement 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."

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EXHIBIT F

CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION

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 Services on this Agreement.

Name of Contractor: ICS Integrated Communication Systems

By: DocuSigned by: Aaron Colton
A9B2F8D5EF4427...
Signature

Aaron Colton
Name (Print)

President
Title (Print)

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AMENDMENT NO. 1
TO THE AGREEMENT FOR GENERAL SERVICES
CONTRACT NUMBER 10172
BETWEEN
STADIUM MANAGER
AND
ICS INTEGRATED COMMUNICATION SYSTEMS

1. Parties and Date.

This Amendment No. 1 to the Agreement to the Performance of Services by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and ICS Integrated Communication Systems, a California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 ("Contractor"), shall be effective on April 17, 2025 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By and Between Stadium Manager and ICS Integrated Communication Systems," on June 1, 2023 (the "Agreement") for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") of the Agreement from Contractor during the period of June 1, 2023 through March 31, 2026 ("Term") in relation to Stadium Manager's obligation to maintain and operate Levi's® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Exhibit B, Contractor Compensation and Fees, to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

3. Terms.

3.1 Amendment: Exhibit B, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.2 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "Event Service Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that

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they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[SIGNATURES CONTINUED ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**ICS INTEGRATED COMMUNICATION SYSTEMS**
Signed by: Francine Melendez Hughes D00025FBC8A7... Francine Melendez Hughes Executive Vice President and General Manager	DocuSigned by: Aaron Colton AB5273FD3EE4427... Aaron Colton Chief Executive Officer
6/30/2025 Date	6/30/2025 Date

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EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Item	Description	6/1/2023 - 3/31/2024 Year One Pricing	4/1/2024 - 3/31/2025 Year Two Pricing	4/1/2025 to 3/31/2026 Year Three Pricing
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	$85,100.00	$87,683.00	$90,343.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	$11,808.00	$12,162.00	$12,526.00
3	Labor Rates for Non-Contracted, Scheduled Work			
	Straight Time	$165.00 per hour	$175.00 per hour	$185.00 per hour
	Overtime at 1.5 times	$250.00 per hour	$265.00 per hour	$275.00 per hour
	Double Time	$330.00 per hour	$350.00 per hour	$370.00 per hour

Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

Reimbursable Expenses for Non-Contracted Work:

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

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Total Not to Exceed Amount for Three Years: $408,000

Year One – 6/1/23 through 3/31/24 - $115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - $133,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - $160,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

AMENDMENT NO. 2
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10172
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
INTEGRATED COMMUNICATION SYSTEMS

1. Parties and Date.

This Amendment No. 2 to the General Services Agreement ("Amendment No. 2") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Integrated Communication Systems, California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 ("Contractor") shall be effective on April 1, 2026 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "General Services Agreement Between Forty Niners Stadium Management Company LLC and Integrated Communication Systems", dated June 1, 2023 ("Original Agreement") as amended by that "Amendment No. 1 to General Services Agreement" dated April 17, 2025 ("Amendment No. 1"), for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") from Contractor during the period of June 1, 2023 through March 31, 2026 ("Term"). The Original Agreement and Amendment No. 1 shall be collectively referred to herein as the "Agreement" unless otherwise noted.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services and update the applicable fees for the extended Term and to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B-1, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-2, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Agreement remain in full force and effect

and shall govern the actions of the parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1, and this Amendment No. 2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**INTEGRATED COMMUNICATION SYSTEMS**
Approved By:	
Francine Hughes EVP and General Manager	Aaron Colton Chief Executive Officer
Date	Date

EXHIBIT B-2

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Item	Description	6/1/2023 - 3/31/2024 Year One Pricing	4/1/2024 - 3/31/2025 Year Two Pricing	4/1/2025 to 3/31/2026 Year Three Pricing	4/1/2026 to 3/31/2027 Year Four Pricing
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	$85,100.00	$87,683.00	$90,343.00	$94,860.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	$11,808.00	$12,162.00	$12,526.00	$13,152.00
3	Labor Rates for Non-Contracted, Scheduled Work				
	Straight Time	$165.00 per hour	$175.00 per hour	$185.00 per hour	$195.00 per hour
	Overtime at 1.5 times	$250.00 per hour	$265.00 per hour	$275.00 per hour	$292.50 per hour
	Double Time	$330.00 per hour	$350.00 per hour	$370.00 per hour	$390.00 per hour

Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

Reimbursable Expenses for Non-Contracted Work:

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

Total Not to Exceed Amount for Four Years: $568,000

Year One – 6/1/23 through 3/31/24 - $115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - $133,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - $160,000 inclusive of cost for additional services as required.

Year Four – 4/1/26 through 3/31/27 - $160,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

FORTY NINERS STADIUM MANAGEMENT COMPANY

ate: March 19, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Approval - Integrated Communication Systems (ICS) Contract Amendment

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 2 to the Agreement with ICS (Agreement) for fire alarm testing, inspections, maintenance, and related services at Levi's Stadium to increase the maximum compensation by $160,000 to cover services from April 1, 2026 to March 31, 2027.

2. Authorize the Executive Director to approve future amendments to the Agreement to: (a) exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $168,000 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $88,200 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.

4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $824,200.

Background:
On May 23, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with ICS for fire alarm testing, inspections, maintenance, and related services, which includes an option to renew for two one-year periods. The initial term of the Agreement was from June 1, 2023, through March 31, 2026, with an aggregate not-to-exceed amount of

$352,000. The Board authorized the Executive to approve the exercise of any option to extend the agreement for up to two additional one-year periods, subject to budget appropriations. On June 24, 2025, the Board approved Amendment No. 1, which increased the aggregate not-to-exceed amount to $408,000.

Regular testing of the fire alarm system is critical to the safe operation of the stadium. To maintain a consistent and safe operating environment for Non-NFL and NFL events, the vendor performs regular inspections of the EST3 fire alarm system, performs corrective maintenance as issues arise, and provides on-site response and emergency services as needed.

To ensure the Stadium remains fully operational, Stadium Manager requires flexibility to manage vendor transitions effectively. In the event that a new provider is selected through a competitive solicitation process at the end of the fifth contract year, an extension of up to six months may be required. This transitional period allows for the seamless handover of specialized pest management and the mobilization of a new contractor without a lapse in essential services.

Fiscal Impact:
The cost for this service is covered in the proposed FY26/27 SCSA Budget, Engineering Department, as a shared expense. Stadium Authority is responsible for 50% of the Shared Expenses portion of the agreement cost.

Year 5 and the as-needed 6-month extension each include a maximum 5% increase year over year in the compensation and fee schedule. This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.

The six-month extension period of $88,200 is included to provide coverage during an active competitive solicitation process if necessary. This is calculated based on the Optional Year 5 NTE with an additional 5% increase. This brings the total not-to-exceed maximum compensation to $824,200, inclusive of all contract years and the six-month extension period.

Description	**Combine NTE**
Initial Three-Year Term (4/1/23-3/31/26)	$408,000
Optional Year 4 (4/1/26-3/31/27)	$160,000
Optional Year 5 (4/1/27-3/31/28)	$168,000
6-Month As-Needed Extension Period (4/1/28-9/30/28)	$88,200
Total Not-to-Exceed Maximum Compensation	**$824,200**

26-316 Agenda Date: 3/24/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Amendment No. 3 to the Agreement with Everon LLC for Fire Sprinkler Testing, Inspection, and Maintenance Services to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director 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 the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

In 2023, the Stadium Manager completed a Request For Proposals (RFP) process for fire sprinkler testing, inspection, maintenance, and related services, which received three proposals. The Stadium Manager recommended an award to the highest-ranked proposer offering the best value, ADT Commercial LLC.

On March 21, 2023, the Stadium Authority Board approved the Stadium Manager's request to establish a three-year agreement with ADT Commercial LLC to provide fire sprinkler testing, inspection, maintenance, and related services with an option to renew for two one-year periods (Agreement) (Attachment 1). The initial term of the agreement was from April 1, 2023 through March 31, 2026, with a not-to-exceed amount of $228,000 over the three-year period. The Stadium Authority Board also authorized the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

After executing the three-year agreement, ADT Commercial was acquired by GTCR, a private equity firm, and rebranded to Everon, LLC. On September 17, 2025, the Stadium Manager and Everon, LLC entered into a Forty Niners Stadium Management Company LLC Consent to Assignment Agreement for the purpose of executing a separate Amendment No. 1 to the service agreement to expand the scope to include a fire sprinkler head installation, as required by the Santa Clara Fire Department through an annual inspection. The Stadium Manager executed Amendment No. 1, effective October 10, 2025, to include the additional services (Attachment 2).

On November 18, 2025, the Stadium Authority Board ratified the Amendment No. 1 to the Agreement with Everon, LLC that covered a necessary fire sprinkler installation; approved and authorized the Stadium Manager to execute Amendment No. 2 to the Agreement with Everon, LLC to increase the not to exceed amount by $24,000 for contract year three, for a total not to exceed amount of

$252,000 over the initial three-year period (Attachment 3); and authorized the Executive Director to approve future amendments to the Agreement with Everon, LLC to exercise options to extend the term for two additional one year periods, and increase the not to exceed agreement amounts for contract years four and five in amounts determined by the Executive Director as necessary and appropriate to provide fire sprinkler testing, inspection, maintenance, and related services, subject to budget appropriations.

To ensure continuity of fire sprinkler testing, inspection, maintenance, and related services in advance of the initial three-year term expiring on March 31, 2026, the Stadium Manager is requesting approval the following actions related to the Agreement with Everon LLC:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 3 to the Agreement with Everon LLC to increase the maximum compensation by $94,000 to cover services from April 1, 2026 to March 31, 2027 (Attachment 4);
2. Authorize the Executive Director to approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $98,700 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations; and
3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $49,862 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $494,562.

The Stadium Manager’s request for an Amendment No. 3 to the Agreement with Everon LLC to increase the agreement by $94,000 for contract year four to cover services from April 1, 2026 to March 31, 2027 is within the Executive Director’s delegated authority to approve. However, the requested Amendment No. 3 to the Agreement with Everon LLC also includes an updated compensation and fee schedule reflected in Exhibit B-2 and additional delegation of authority to the Executive Director for future amendments related to the contract year five and six-month extension require additional Stadium Authority Board action. As such, the requests are being presented to the Stadium Authority Board for approval.

A Recommendation Memo was submitted describing the Stadium Manager’s request in more detail (Attachment 5).

DISCUSSION

Stadium Manager has a continued need for comprehensive fire sprinkler testing, inspection, and maintenance services to support the day-to-day operations and maintenance of Levi’s Stadium. Regular testing of the fire sprinkler system is essential for the stadium's safe operation. The vendor

performs routine inspections in accordance with the National Fire Protection Association (NFPA) standards, conducts corrective maintenance when issues are identified, and provides onsite response and emergency services as needed.

As noted above, the Executive Director has delegated authority to approve future amendments to the Agreement with Everon, LLC to exercise options to extend the term for two additional one-year periods and increase the not to exceed agreement amounts for contract years four and five in amounts determined by the Executive Director as necessary and appropriate, subject to budget appropriations. As the delegated authority did not cover updates to the compensation and fee schedule, the requested Amendment No. 3 is provided for approval.

In staff's review, the rate increases for all routine services under Exhibit B-2 were reasonable and reflective of the regional Consumer Price Index (CPI). For additional services, the rate increased by 4.6%, which slightly exceeded the region's CPI at 2.7%, and Stadium Authority staff followed up with the Stadium Manager for additional justification. The vendor proposed a significantly higher rate and the Stadium Manager negotiated a 4.6% increase. Stadium Authority staff calculated the impact of the additional services increase, which would increase by a total of approximately $1,200 a year. This is offset by the savings where there is no rate increase or the increase was lower than the CPI for the routine rates. As such, staff had no additional concerns with the increase.

To ensure efficiencies through administrative approval, which was intended through the original request for approval of the Agreement, the Stadium Manager is also requesting for additional delegation of authority to the Executive Director, specifically to: 1) approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $98,700 (reflective of a 5% increase) to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases; and 2) approve a future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $49,862 (reflective of a 1% increase) to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. The extension is intended to support the transition to a recommended contractor and maintain continuity of business. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $494,562.

Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Description	Amount
Initial Three-Year Term (4/1/23 - 3/31/26)	$252,000
Optional Year 4 (4/1/26 - 3/31/27)	$94,000
Optional Year 5 (4/1/27 - 3/31/28)	$98,700
6-Month As-Need Extension Period (4/1/28 - 9/30/28)	$49,862
Total Not-to-Exceed Maximum Compensation	$494,562

Optional Years 4 and 5 assume an annual increase of 5%. The Stadium Manager has provided the following reason for the increased agreement amounts that reflect a 5% increase and maximum 5% for rate increases, “This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.” The Stadium Manager or vendor is responsible for providing reasonable justification for any rate increases for future amendments. If the Stadium Manager’s requests are approved, the Executive Director will have delegated authority to approve such rate increases, up to 5%, and any higher rate will have to go to the Stadium Authority Board for additional approval. The Stadium Manager will be responsible for managing expenditures throughout the term of the agreement based on operational needs, provided the overall maximum compensation is not exceeded. This approach allows for continued Stadium Authority oversight, while streamlining the approval process for future amendments.

Based on the review of the Stadium Manager’s request, the agenda reports and Stadium Authority Board actions related to the approval of the original Agreement with ADT Commercial LLC and Amendments No. 1 and 2 to the Agreement with Everon LLC, the draft Amendment No. 3, and additional justification provided by the Stadium Manager, staff recommends approval of the Stadium Manager’s requests related to the Agreement with Everon LLC to continue fire sprinkler testing, inspection, maintenance, and related services at Levi’s Stadium with minor modifications - respect to the recommendation to approve Amendment No. 3, include reference of the updated compensation and fee schedule; and with respect to the recommendations related to the amendments for the fifth contract year and six-month extension period, update the word “increase” to “adjust” regarding the compensation and fee schedules. For clarity, the Executive Director will have delegated authority to approve rate increases of up to 5%, subject to the maximum compensation.

The Stadium Authority Counsel’s Office has reviewed the requested Amendment No. 3 for comparison to the Stadium Authority’s customary language. Nothing in the proposed Amendment No. 3 or Agreement 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 the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. 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.

Additionally, the action being considered is exempt from the CEQA pursuant to CEQA Guidelines section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

The requested Amendment No. 3 to the Agreement with Everon LLC will increase the agreement's total not-to-exceed amount by $94,000 for contract year four, for a total aggregate amount of $346,000. Future amendments to the agreements, as requested through delegated authority to the Executive Director for approval, may increase the agreement's total not-to-exceed amount to $494,562 through September 30, 2028.

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 the agreement costs for the Amendment No. 3 with Everon LLC (up to $47,000). As the requested action for the fifth contract year and six-month extension period covers FY 2027/28 and FY 2028/29, those agreement amendments will be subject to future budget appropriations.

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 execute an Amendment No. 3 to the Agreement with Everon LLC for fire sprinkler testing, inspection, and maintenance services at Levi's Stadium to increase the maximum compensation by $94,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to Exhibit B-2;
2. Authorize the Executive Director to approve future amendments to the Agreement with Everon LLC to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $97,800 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;

3. Authorize the Executive Director to approve future amendment to the Agreement with Everon LLC, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the total not-to-exceed amount by $49,862 to cover six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement with Everon LLC, inclusive of all contract years and the six-month extension period, shall not exceed $494,562.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. Agreement with ADT Commercial LLC
2. Amendment No. 1 to the Agreement with Everon LLC
3. Amendment No. 2 to the Agreement with Everon LLC
4. Draft Amendment No. 3 to the Agreement with Everon LLC
5. Stadium Manager’s Recommendation Memo

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Contract No: 10157

LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
ADT COMMERICAL LLC

This Agreement for the Performance of Services ("Agreement") is made and entered into on April 1, 2023 ("Effective Date") by and between ADT COMMERICAL LLC, a Colorado Limited Liability Corporation with its principal place of business at 1501 Yamato Road, Boca Raton, FL 33431 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of fire sprinkler testing, inspection, and maintenance services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by

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Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, the Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

Contractor 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. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager 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

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persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material

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breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

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H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement

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and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and

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subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

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C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

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15. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

16. 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 Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. 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 Stadium Manager, 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 shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible

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for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, 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 Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

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24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

27. SEVERABILITY CLAUSE.

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

28. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Attention:	Francine Hughes, EVP & General Manager, Levi's Stadium
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	Adam Roston, Systems Integration Rep
Address:	ADT Commercial LLC 4384 Enterprise Place Fremont, CA 94538

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated

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confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or 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

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Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

35. LABOR COMPLIANCE REQUIREMENTS.

A. 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 Services are 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 Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services 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 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.

B. 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.

C. 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.

D. 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 to Stadium Manager, 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

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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.

E. 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** and incorporated herein by this reference prior to Agreement 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.

F. This Agreement 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 Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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 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.

G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.

ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.

iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2

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and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.

vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

[***Signatures continued on next page***]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____

9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

CONTRACTOR:

ADT COMMERICAL LLC

DocuSigned by:

By: Bryan Kehle

DEE89D2E6184468...

Name: Adam Roston

Title: Systems Integration Rep

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EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services at the Stadium during the Term, as requested and directed by Stadium Manager:

1. Overview

    a. Contractor shall provide testing, inspection, and maintenance services for a multi-year period from April 1, 2023 through March 31, 2026, for the fire suppression systems at the Stadium, as requested by Stadium Manager; provided however, if the services extend beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.

    b. Contractor shall provide the following services:
        i. Monthly testing, inspections, and maintenance
        ii. Quarterly testing, inspections, and maintenance
        iii. Annual testing, inspections, and maintenance
        iv. 5 –year testing, inspections, and maintenance
        v. Additional services as required by Stadium Manager

2. General Requirements

    a. Contractor shall perform all testing, inspection and maintenance for the fire sprinkler systems and the dry systems at the Stadium in accordance with the standards set forth by National Fire Protection Association (NFPA), as those standards may be amended from time to time during the Term of the Agreement. The NFPA standards are considered the minimum requirements for this scope of work. It shall be the responsibility of the Contractor to also comply with any recommendations from the equipment manufacturers with respect to testing, inspection and maintenance.

    b. Contractor shall perform the work described herein and shall furnish all labor, equipment, tools, special skills and materials required to perform these services.

    c. All material and work shall be in full accordance with the rules and requirements of the Occupational Safety and Health Administration (OSHA); National Electrical Code (NEG); 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 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. Rulings and interpretations of the enforcing agencies shall be considered a part of these specifications if commonly known to the trade. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, the entire installation shall be in accord with the best practices available in the industry, and shall present a neat, workman- like appearance upon completion.

3. General Services

    a. Contractor shall have, and maintain throughout the Term, expertise in testing, inspecting, maintaining, and servicing facilities with the following characteristics:

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i. A fire suppression system with a wet sprinkler system serving most of the facility, but also including several areas with dry systems, pre-action systems, along with specialized systems serving areas such as kitchens and hood vents.

ii. The following table sets forth the quantities of each sprinkler head in the Stadium that shall require maintenance and servicing by Contractor:

Sprinkler Type	Count
1. Concealed Pendent, QR EC, K=11.2 165F Reliable XLO QREC (SIN R4441) Tan/Wood	284
2. Concealed Pendent, QR EC, K=11.2 165F Reliable XLO QREC (SIN R4441) White	1090
3. Concealed Pendent, QR SC, K=5.6 165F Reliable G5-56 (SIN RA3415) Black	35
4. Concealed Pendent, QR SC, K=5.6 165F Reliable G5-56 (SIN RA3415) White	1413
5. Dry (12” Barrel) Pendent, QR SC, K=5.6, 155, Reliable F3QR (SIN R5714)	217
6. ESFR Pendent, QR, SC, K=16.8, 165F, Tyco ESFR-17 (SIN TY7226)	41
7. ESFR Upright QR, SC, K=16.8, 165F, Tyco ESFR-17 (SIN TY7126)	84
8. Exposed Pendent, QR EC, K=8, 155F Reliable F1FR QREC (SIN R4842) Black	51
9. Exposed Pendent, QR EC, K=5.6, 155F Tyco EC-11 QREC (SIN TY5237) Black	99
10. Exposed Pendent, QR SC, K=5.6, 155F Reliable F1FR56 (SIN RA1414)	134
11. Exposed Sidewall, QR SC, K=5.6, 155F Reliable F1FR56 (SIN RA1414)	11
12. Exposed Upright, QR EC, K=11.2, 155F Tyco EC-11 (SIN TY5137) Black	1108
13. Exposed Upright, QR EC, K=5.6, 155F Reliable F1FR56 (SIN RA1425)	1385

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14. Exposed Upright, SR SC, K=8, 155F Reliable F1 LO (SIN R1742)	8
15. Exposed Upright, SR SC, K=8, 286F Reliable F1 LO (SIN R1722)	93
16. Institutional Pendent, QR SC, K=5.6, 165F Reliable INST XL (SIN R1334)	5
17. Semi-Recessed Pendent, QR EC, K=8, 155F Reliable F1FR (SIN R4842)	1113
18. Semi-Recessed Pendent, QR SC, K=5.6, 155F Reliable F1FR56 (SIN R1414)	499
19. Semi-Recessed Pendent, SR EC, K=11.2, 155F Tyco EC-11 (SIN TY5237)	503
20. Semi-Recessed Pendent, QR SC, K=8, 155F Reliable F1 LO (SIN R1712)	10
21. Under Duct Upright, QR SC, K=5.6, 155F Reliable F1FR56 (SIN R1425)	144
Grand Total	**8327**

b. Contractor shall, in the course of performing the maintenance services under this Agreement, maintain, inspect, and test all fire suppression systems at the Stadium, including the following components:

i. Fire Pump Controller

ii. Tamper Switches

iii. Flow Valves

iv. Test / Drain Valves

v. Horizontal Centrifugal Fire Pump

vi. Jockey Pump

vii. Pump controllers

viii. Wet Standpipes

ix. Wall Hydrants

x. Pre – Action Systems (Semi-Annual of 8th Floor Control Room and 2nd floor Server Room)

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xi. FM 200 Suppression Systems (Semi-Annual of 8th Floor Control Room and 2nd floor Server Room)

c. The specific requirements for testing, inspection, and maintenance for each component of the systems are set forth in the relevant NFPA standards, and relevant guidance by the Office of the State Fire Marshall. It is the responsibility of the Contractor to be thoroughly familiar with the fire suppression systems throughout the stadium, and to be thoroughly familiar with the necessary testing, inspection and maintenance requirements for each component of the systems, including any manufacturer recommendations.

d. Fire sprinkler components shall be cleaned, recalibrate and retested if necessary by Contractor to ensure continued performance and reduce the risk of system failure. During scheduled visits, minor maintenance replacements shall be made, such as replacement of faulty heads, valves and fire pumps.

e. Microprocessor based systems shall have the software and firmware upgraded when required to maintain the listing requirements of the Stadium Manager.

f. Contractor shall perform necessary maintenance for deficient or inoperable devices such as those found during the course of system testing, inspection or preventative maintenance, or have failed during operation shall be provided. Only original replacement components manufactured by the original equipment manufacturer or other equal and compatible components may be used in order to preserve U.L Listings and meet NFPA requirements.

g. Contractor shall provide telephone response to emergency requests from Stadium Manager within (thirty) 30 minutes of contact, and service technicians shall be onsite within four (4) hours. Such response level shall be provided 24-hours a day, 365-days a year. Non-emergency calls, as determined by Stadium Manager in its sole discretion, shall be handled the next business day.

h. If appropriate and approved by Stadium Manager, certain of the monthly inspections may be performed by the Stadium Manager's engineering staff at the direction of Contractor.

i. Following each inspection, Contractor shall provide Stadium Manager with complete documentation of testing and a report of any deficiencies shall be presented for review by Stadium Manager before the technician leaves the Stadium.

j. Testing shall be conducted during off or non-operational hours and the schedule shall be pre-approved by the Stadium Manager.

k. Any and all technicians selected to perform services under this Agreement and/or at the Stadium shall be highly trained and qualified with a minimum of 5 years' experience in servicing the systems/equipment at the Stadium.

l. Contractor shall be required to obtain and maintain on the work site MSDS sheets on hazardous materials brought to the premises or intended to be installed or used in the premises at all times. MSDS sheets shall be presented to Stadium Manager no less than 48 hours in advance of work performance or actual use of materials. No hazardous materials may remain on the premises unless specifically agreed by Stadium Manager.

4. Specific Services

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a. In December 2024, Contractor shall perform a sprinkler/standpipe five-year inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.

b. Once during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform an annual sprinkler/standpipe inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.

c. Eight times during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform a monthly sprinkler/standpipe inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.

d. Once during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform an annual fire pump inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.

e. Twice during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform a semi-annual FM200 suppression inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.

The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete any and all Services at the Stadium during the Term.

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EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Type of Service	Frequency	Year One 4/1/23 to 3/31/24	Year Two 4/1/24 to 3/31/25	Year Three 4/1/25 to 3/31/26
Monthly Inspection	8 times per year	$2,030.00 per inspection	$2,125.00 per inspection	$2,215.00 per inspection
Quarterly Inspection	3 times per year	$2,007.00 per inspection	$2,102.00 per inspection	$2,200.00 per inspection
Semi-Annual Inspection	2 times per year	$1,735.00 per inspection	$1,782.00 per inspection	$1,824.00 per inspection
Annual Inspection	1 time per year	$20,829.56	Included with 5 Year Inspection Cost	$21,959.56
5-year Inspection Tank	1 Time during the Term in 2024	N/A	$2,985.00	N/A
5-year Inspection	1 time during the Term in 2024	N/A	$37,835.22	N/A
Replacement of Gauges at 5-year Test	1 time during the Term in 2024	N/A	$4,385.00	N/A
Hourly rate of additional services	As requested by Stadium Manager	$225.00 per hour straight time $337.50 per hour overtime	$230.00 per hour straight time $345 per hour overtime	$235.00 per hour straight time $352.50 per hour overtime

Total Not to Exceed Amount for Three Years: $228,000

Year One – 4/1/23 through 3/31/24 - $66,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - $92,000 inclusive of 5-year testing and cost for additional services.

Year Three – 4/1/25 through 3/31/26 - $70,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars ($1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

6. Umbrella or excess liability insurance in the amount of Two Million Dollars ($2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

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[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

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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.[6]

Name of Contractor: ADT Commercial

DIR Registration Number: 1000586138

DIR Registration Expiration: 6/30/2023

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 (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- 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 DocuSigned by: Bryan Kehle DEE89D2E6184468...

Name and Title Bryan Kehle

Dated 4/6/2023

[6] If the Agreement 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."

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EXHIBIT F

CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION

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 Services on this Agreement.

Name of Contractor: ADT Commercial

By: DocuSigned by: Bryan Kehle DEE89D2E6184468...
Signature

Bryan Kehle
Name (Print)

Area Service Manager
Title (Print)

Docusign Envelope ID: 5218A398-895F-4CAD-A2AA-E96071104212

everon LEGAL REVIEWED BY: S. Erenstoft DATE: 10/10/2025

AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10157
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
EVERON, LLC

1. Parties and Date.

This Amendment No. 1 to the Agreement for the Performance of Services by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Everon, LLC, a Colorado limited liability company with its principal place of business at 4221 West John Carpenter Freeway Irving, Texas, 75063 ("Contractor"), shall be effective on October 10, 2025 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By and Between Forty Niners Stadium Management Company LLC And ADT Commercial LLC," on April 1, 2023 (the "Agreement"), and "Forty Niners Stadium Management Company LLC Consent to Assignment Agreement" By and Between Forty Niners Stadium Management Company LLC And Everon, LLC, on September 17, 2025 (the "Consent") for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") of the Agreement from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term") in relation to Stadium Manager's obligation to maintain and operate Levi's® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Exhibit A-1 Scope of Additional Services 5th Floor Electrical Room and Compensation.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

3. Terms.

3.1 Amendment: The Agreement is hereby amended to include Exhibit A-1 Scope of Additional Services 5th Floor Electrical Room and Compensation as a new exhibit to the Agreement.

3.2 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "General Service Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

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3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

Approved By:

Signed by:
Francine Melendez Hughes
D90035EF0DA74A3...

Francine Hughes
EVP and General Manager

10/13/2025
Date

EVERON, LLC

ErikHendrickson
Digitally signed by ErikHendrickson
DN: E=erikhendrickson@everonsolutions.com, CN=ErikHendrickson
Date: 2025.10.10 13:52:34-07'00'

NAME:
TITLE: General Manager

10/10/2025
Date

Docusign Envelope ID: 5218A398-895F-4CAD-A2AA-E96071104212

Exhibit A-1 Scope of Additional Services 5th Floor Electrical Room and Compensation

Everon Solutions LLC ("Contractor") shall provide the services, deliverables, and materials set forth in this Scope of Work ("the Work"). This Scope and pricing are based on the Contractor's Design Plan, which was formulated following the site job walk conducted on August 26, 2025.

SCOPE OF WORK:

The Contractor shall furnish all necessary design, materials, equipment, and labor to complete the required fire sprinkler system and modifications as defined below. All other services, materials, and deliverables are excluded from the Work.

1. The final system design and installation shall meet the current requirements of NFPA 13 and all applicable local Authority Having Jurisdiction (AHJ) fire department codes for the details, design criteria, and scope of work stated herein.
    a. The fire sprinkler system shall be designed to satisfy the current requirements of NFPA 13 and the local AHJ, to accommodate a Group B occupancy, as listed on the Design Plan.
        i. Only the wet-type system of automatic fire sprinklers is to be modified.
    b. Contractor shall provide protection at Ordinary Hazard Group 1 with a design density of 0.15/1500 ft^2, with heads spaced at a maximum of 130 Square feet in the electrical room.
        i. If required, the systems specified herein shall be hydraulically designed per the current requirements of NFPA 13.

2. Contractor shall provide all necessary design drawings and submittals to the local AHJ(s), including all required permit fees. The Contractor shall stand all necessary inspections to obtain final permit.

3. Contractor shall install new arm over piping and sprinkler coverage to provide protection only within the 5th floor electrical room. No other work outside this room on the 5th floor is included.

4. Any additions and/or relocation of existing upright sprinklers to accommodate new full height walls is included. This work is limited to the modification of branch piping necessary to reposition the sprinkler heads.

5. All new drops shall be tied directly into the existing system piping and lines. The point of connection shall be at the existing fire sprinkler main at the roof level system.

6. Contractor shall install sprinklers in an aesthetically uniform manner (e.g., center lining with lights and fixtures), to the extent permitted by NFPA 13 spacing requirements and accommodating other installed trades.

7. Contractor shall install new 155° chrome pendants or 200° uprights that will be exposed with no escutcheons.

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8. Contractor shall only provide and install new bracing and hangers on the new branch line and main piping, if applicable, to support new sprinkler piping.

9. Contractor shall provide all equipment and lifting devices necessary to modify the fire sprinkler system.

General:

1. All work shall be performed by skilled Union sprinkler fitters, during normal working days and hours.

    a. Normal work hours include 8-hour shifts, Monday through Friday, between 5:00 am and 5:00 pm.

    b. Any work outside of this is considered overtime and/or double-time. Such work shall not occur without prior written approval by Stadium Manager.

2. Contractor shall facilitate a coordination meeting between all Subcontractors and shall clean up any debris created solely by the Contractor's own forces after each working day.

3. Stadium Manager shall provide CAD and PDF electronic drawings for the project at no cost to Contractor.

4. Contractor shall furnish all manufacturer's warranties and instructions, as-built drawings, certificate of final inspection, and a twelve (12) month warranty against defective equipment, materials, or workmanship. The warranty start date begins the date the system is left in service.

5. All sales taxes applicable to materials are inclusive in the agreement price.

6. The scope excludes BIM 3D Coordination or design.

Scheduling

1. Stadium Manager shall coordinate with Contractor to perform services at a mutually agreed upon date and time.

The total cost for these additional services is $9,985.00, plus any applicable taxes.

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AMENDMENT NO. 2
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10157
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
EVERON, LLC

1. Parties and Date.

This Amendment No. 2 to the Agreement for the Performance of Services by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Everon, LLC, a Colorado limited liability company with its principal place of business at 4221 West John Carpenter Freeway Irving, Texas, 75063 ("Contractor"), shall be effective on November 19, 2025 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By and Between Forty Niners Stadium Management Company LLC And ADT Commercial LLC," on April 1, 2023 (the "Agreement"), "Forty Niners Stadium Management Company LLC Consent to Assignment Agreement", on September 17, 2025 (the "Consent"), and "Amendment No. 1 to the General Services Agreement", on October 10, 2025, for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services"), as amended, of the Agreement from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term") in relation to Stadium Manager's obligation to maintain and operate Levi's® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Exhibit B, Contractor Compensation and Fees, to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 25 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

3. Terms.

3.1 Amendment: Exhibit B, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.2 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 2 and Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "General Service Agreement" or "Agreement"

Docusign Envelope ID: 0EAF0C95-BCB6-48C2-94EA-AE7420CFDA58

appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

Approved By:

Signed by:
Francine Melendez Hughes
D0025FBC0A7A3...

Francine Hughes
EVP and General Manager

11/21/2025
Date

EVERON, LLC

DocuSigned by:
Erik Hendrickson
D3EC55210437128...

Erik Hendrickson
General Manager

11/21/2025
Date

Docusign Envelope ID: 0EAF0C95-BCB6-48C2-94EA-AE7420CFDA58

EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Type of Service	Frequency	Year One 4/1/23 to 3/31/24	Year Two 4/1/24 to 3/31/25	Year Three 4/1/25 to 3/31/26
Monthly Inspection	8 times per year	$2,030.00 per inspection	$2,125.00 per inspection	$2,215.00 per inspection
Quarterly Inspection	3 times per year	$2,007.00 per inspection	$2,102.00 per inspection	$2,200.00 per inspection
Semi-Annual Inspection	2 times per year	$1,735.00 per inspection	$1,782.00 per inspection	$1,824.00 per inspection
Annual Inspection	1 time per year	$20,829.56	Included with 5 Year Inspection Cost	$21,959.56
5-year Inspection Tank	1 Time during the Term in 2024	N/A	$2,985.00	N/A
5-year Inspection	1 time during the Term in 2024	N/A	$37,835.22	N/A
Replacement of Gauges at 5-year Test	1 time during the Term in 2024	N/A	$4,385.00	N/A
Hourly rate of additional services	As requested by Stadium Manager	$225.00 per hour straight time $337.50 per hour overtime	$230.00 per hour straight time $345 per hour overtime	$235.00 per hour straight time $352.50 per hour overtime

Total Not to Exceed Amount for Three Years: $252,000

Year One – 4/1/23 through 3/31/24 - $66,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - $92,000 inclusive of 5-year testing and cost for additional services.

Year Three – 4/1/25 through 3/31/26 - $94,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

AMENDMENT NO. 3
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10157
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
EVERON, LLC

1. Parties and Date.

This Amendment No. 3 to the General Services Agreement ("Amendment No. 3") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and Everon LLC., a Colorado limited liability company with its principal place of business at 4221 West John Carpenter Freeway Irving, Texas, 75063 ("Contractor") shall be effective on April 1, 2026 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement Between Forty Niners Stadium Management Company LLC and ADT Commercial LLC", dated April 1, 2023 ("Original Agreement"), "Forty Niners Stadium Management Company LLC Consent to Assignment Agreement", on September 17, 2025 (the "Consent"), as amended by that "Amendment No. 1 to General Services Agreement" dated October 10, 2025 ("Amendment No. 1") and that "Amendment No. 2 to the General Services Agreement" dated November 19, 2025 ("Amendment No. 2"), for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term"). The Original Agreement, Amendment No. 1, and Amendment No. 2 shall be collectively referred to herein as the "Agreement" unless otherwise noted.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services and update the applicable fees for the extended Term, and to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B-1, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-2, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.2 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and Amendment No. 2 and this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the Effective Date of this Amendment No. 3, whenever the term "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the Consent, Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**EVERON LLC**
Approved By:	
Francine Hughes EVP and General Manager	Erik Hendrickson General Manager
Date	Date

EXHIBIT B-2

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Type of Service	Frequency	Year One 4/1/23 to 3/31/24	Year Two 4/1/24 to 3/31/25	Year Three 4/1/25 to 3/31/26	Year Four 4/1/26 to 3/31/27
Monthly Inspection	8 times per year	$2,030.00 per inspection	$2,125.00 per inspection	$2,215.00 per inspection	$2,215.00 per inspection
Quarterly Inspection	3 times per year	$2,007.00 per inspection	$2,102.00 per inspection	$2,200.00 per inspection	$2,215.00 per inspection
Semi-Annual Inspection	2 times per year	$1,735.00 per inspection	$1,782.00 per inspection	$1,824.00 per inspection	$1,915.00 per inspection
Annual Inspection	1 time per year	$20,829.56	Included with 5 Year Inspection Cost	$21,959.56	$22,000 *includes pump annual
5-year Inspection Tank	1 Time during the Term in 2024	N/A	$2,985.00	N/A	N/A
5-year Inspection	1 time during the Term in 2024	N/A	$37,835.22	N/A	N/A
Replacement of Gauges at 5-year Test	1 time during the Term in 2024	N/A	$4,385.00	N/A	N/A
Hourly rate of additional services	As requested by Stadium Manager	$225.00 per hour straight time $337.50 per hour overtime	$230.00 per hour straight time $345 per hour overtime	$235.00 per hour straight time $352.50 per hour overtime	$246.75 per hour straight time $370.13 per hour overtime

Total Not to Exceed Amount for Four Years: $346,000

Year One – 4/1/23 through 3/31/24 - $66,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - $92,000 inclusive of 5-year testing and cost for additional services.

Year Three – 4/1/25 through 3/31/26 - $94,000 inclusive of cost for additional services as required.

Year Four - 4/1/26 through 3/31/27 - $94,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: March 19, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Approval - Everon, LLC (Everon) Contract Amendment

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 3 to the Agreement with Everon (Agreement) for fire sprinkler testing, inspection, and maintenance services at Levi's Stadium to increase the maximum compensation by $94,000 to cover services from April 1, 2026 to March 31, 2027.

2. Authorize the Executive Director to approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $98,700 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $49,862 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.

4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $494,562.

Background:
On March 21, 2023 the SCSA Board approved Stadium Manager's request to establish a three-year agreement with Everon with an option to renew for two one-year periods. Everon performs professional fire sprinkler testing, inspection, and maintenance services. The initial term of the Agreement was from April 1, 2023, through March 31, 2026, with a not-to-exceed amount of

$228,000 over the life of the contract. The SCSA subsequently amended and approved the agreement on November 18, 2025, to a total not-to-exceed amount of $252,000.

Stadium Manager has a continued need for comprehensive fire sprinkler testing, inspection, and maintenance services to support the day-to-day operations and maintenance of Levi's Stadium. Regular testing of the fire sprinkler system is essential for the stadium's safe operation. The vendor performs routine inspections in accordance with the National Fire Protection Association (NFPA) standards, conducts corrective maintenance when issues are identified, and provides on-site response and emergency services as needed.

To ensure the Stadium remains fully operational, Stadium Manager requires flexibility to manage vendor transitions effectively. In the event that a new provider is selected through a competitive solicitation process at the end of the fifth contract year, an extension of up to six months may be required. This transitional period allows for the seamless handover of fire sprinkler testing, inspection, and maintenance services and the mobilization of a new contractor without a lapse in essential services.

Fiscal Impact:
The cost for this service is covered in the proposed FY26/27 SCSA Budget, Engineering Department, as a shared expense. Stadium Authority is responsible for 50% of the Shared Expenses portion of the Agreement cost.

Year 5 and the as-needed 6-month extension each include a maximum 5% increase year over year in the compensation and fee schedule. This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.

The six-month extension period amount of $49,862 is included to provide coverage during an active competitive solicitation process if necessary. This is calculated based on the Optional Year 5 NTE with an additional 5% increase. This brings the total not-to-exceed maximum compensation to $494,562, inclusive of all contract years and the six-month extension period.

Description	**Combine NTE**
Initial Three-Year Term (4/1/23-3/31/26)	$252,000
Optional Year 4 (4/1/26-3/31/27)	$94,000
Optional Year 5 (4/1/27-3/31/28)	$98,700
6-Month As-Needed Extension Period (4/1/28-9/30/28)	$49,862
Total Not-to-Exceed Maximum Compensation	**$494,562**

26-295 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT
Action on Monthly Financial Status and Investment Reports for December 2025 and Approve the Related Budget Amendments (ITEMS 2b AND 2e CONTINUED FROM MARCH 10, 2026)

BACKGROUND
On March 10, 2026, the Monthly Financial Status and Investment Reports for December 2025 and related budget amendments (RTC 26-107) were brought forward for City Council consideration as part of the consent calendar. The recommended budget actions included as items 2b and 2e were pulled from the consent calendar while the balance of the recommendations was approved. Items 2b and 2e were continued to the March 24, 2026, City Council meeting.

DISCUSSION
The budget actions brought forward under items 2b and 2e recommend the transfer of $180,000 from the unrestricted fund balance in the Downtown Parking Maintenance District Fund to the Public Buildings Capital Fund to establish a Public Facilities Paid Parking project that will be used for a parking study. Funding for a parking study is requested to address prior City Council direction to investigate paid parking options for the City-owned parking lots at Franklin Square.

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 recommended budget adjustments are described in Attachment 1 and summarized below:

- Downtown Parking Maintenance District Fund - establishes a transfer to the Public Buildings Capital Fund to establish a new Public Facilities Paid Parking project; and
- Public Buildings Capital Fund - recognizes a transfer from the Downtown Parking Maintenance District Fund and establishes a new Public Facilities Paid Parking 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

2. Approve the FY 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 1 of the staff report):
   b. In the Downtown Parking Maintenance District Fund, transfers funding to the Public Buildings Fund and decreases the unrestricted ending fund balance, with a net impact of $0; and
   e. In the Public Buildings Capital Fund, recognizes a transfer from the Downtown Parking Maintenance District Fund and establishes a Public Facilities Paid Parking project, with a net impact of $180,000.

Five affirmative Council votes required to appropriate additional revenue, allocate unused balances

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. FY 2025/26 Budget Amendments - Items 2b and 2e

FY 2025/26 Budget Amendments

Downtown Parking Maintenance District Fund (025)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to Public Buildings Capital Fund		180,000	This action establishes a transfer to the Public Buildings Capital Fund to establish the Public Facilities Paid Parking project to fund a paid parking study for Franklin Square. This transfer will be supported by a reduction to the Unrestricted Ending Fund Balance, which is comprised entirely of the City's General Fund dollars that were contributed to the Downtown Parking Maintenance District Fund in prior years for maintenance activities and will not be funded by property owner contributions **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(180,000)	This action decreases the Ending Fund Balance to offset the recommended action above **(five affirmative Council votes required for the use of unused balances).**
	-	-	

Public Buildings Capital Fund (538)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from Downtown Parking Maintenance District Fund / Public Facilities Paid Parking (New Project)	180,000	180,000	At the March 25, 2024, and April 3, 2024, City Council Priority Setting Sessions, City Council directed staff to investigate paid parking options for the City-owned parking lots at Franklin Square. This action establishes the Public Facilities Paid Parking project in the amount of $180,000 for the parking study, funded by a transfer from the Downtown Parking Maintenance District Fund Unrestricted Ending Fund Balance; this fund balance was generated from unspent General Fund contributions for maintenance activities in prior years **(five affirmative Council votes required to appropriate additional revenue).**
	180,000	**180,000**	

26-172 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Public Hearing: Adoption of a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in Association with the County Weed Abatement Program for 2026

BACKGROUND

Since 1976, the City has partnered with Santa Clara County's Weed Abatement Program, a critical initiative that enhances community safety, business environments, and neighborhood aesthetics by mitigating fire risk. Through systematic vegetation and debris management, the program reduces fire hazards, promotes a healthier environment, enhances the overall visual appeal of neighborhoods and business districts, and contributes to a higher quality of life for residents and businesses. This collaboration aligns with the City's goal of delivering efficient, cost-effective services while upholding fiscal responsibility.

The Weed Abatement Program, managed by the Santa Clara County Consumer and Environmental Protection Agency (County), has enabled the City to leverage economies of scale, streamline operations, and maintain high service levels with minimal financial impact. Aligned with the California Government Code, Santa Clara Municipal Code Chapter 8.15 outlines the procedures for weed abatement. Property owners must conduct timely weed abatement activities on their properties. Despite notification, some property owners fail to maintain their properties in accordance with the County's minimum fire safety standards (Attachment 1). In such instances, the City authorizes the Santa Clara County Department of Consumer & Environmental Protection Agency to inspect, remove, and destroy weeds on noncompliant parcels or lots

The County Weed Abatement Program is a cost-recovery program solely funded by fees charged to property owners by the County of Santa Clara. Typically, a property is placed in the program Commencement Report by a County Weed Abatement Program Inspector who identifies a potential fire hazard during inspections within the City. The County can also receive referrals for potential hazards from community members or through service requests from City staff. A County inspector documents the hazard(s) present, photographs the hazard, and records the parcel's location with GPS to ensure accurate property identification. Once parcels are put on the Commencement Report, they will remain in the program for three (3) years to ensure ongoing compliance.

At the close of the County inspection season, once a property is placed on the County Commencement Report for the first time, the City will provide the property owner with another opportunity to demonstrate compliance with City Code Enforcement before the public hearing the following year. At the public hearing, the City Council will take action to determine whether the properties will remain in the official County Commencement Report and will be charged the basic inspection fee upon the second inspection of the property.

After the City Council declares weeds a nuisance (Attachment 2), the County program sends a notification packet to all the property owners in the proposed Commencement Report (Attachment 3). Once a property is included in the official County Commencement Report and the parcel complies with the County's minimum fire safety standards at the second County inspection, no further action is required beyond paying the basic inspection fee. If the property is found non-compliant during the second County inspection, the property owner will be charged an additional processing fee and will receive a final courtesy notice as a reminder to abate the identified hazard(s) within 15 days. The 15-day notification and/or program letters are sent to the legal address on file with the Tax Assessor's office. It is the owner's responsibility to keep this information up to date.

The county contractor will complete the work if the property owner does not abate the identified hazards within 15 days. The County's contractor utilizes environmentally conscious methods, limiting the hazard abatement to mowing and/or hand tools. The property owner is responsible for paying the contractor's costs and all applicable County administrative fees. All fees are included in the following year's property tax bill as a special assessment. This special assessment will remain on the property tax bill for at least three (3) years.

The partnership with Santa Clara County for weed abatement has been integral to maintaining the safety and aesthetics of our community. As part of the ongoing commitment to community well-being, there are options for weed abatement assistance for individuals with mobility or disability challenges.

In 2025, the Weed Abatement Program Commencement Report identified 262 non-compliant parcels or lots. Of these, 45 were removed from the list by the City Council, 7 were removed for providing building or landscaping that mitigated the issue, and 5 were removed for completing 3 years of compliance. Among the remaining 205 properties, 204 received inspections, incurring a $105 per-parcel or lot fee, generating $21,420. Of the 204 properties inspected, 67 parcels failed inspection. Of those, 29 required administrative enforcement action, incurring a $597 per-parcel or lot fee, for a total of $17,313. The remaining 38 parcels that failed inspection were brought into compliance voluntarily by their owners. Second inspections and, in some cases, third inspections were needed to verify compliance for some of those 38 parcels, while some parcel owners sent photos of corrective actions to the Weed Abatement Program and did not require any follow-up.

Nineteen (19) required physical abatement by the County's contractor and were charged the $961 administrative fee, generating $18,259. Thirteen (13) properties required a second inspection at $105 per parcel, bringing the total cost $1,383 per warrant. The individual parcel abatement costs varied by parcel size and abatement level. The total cost of abatements for 2025 were $55,100.64.
The cumulative charges assessed to City of Santa Clara property owners in 2025 totaled $185,246.65, which includes the fees assessed from April 2025 to July 2025 in the 2025 Weed Abatement Program Assessment Report (Attachment 4), the rollover fees from 2024, and the fees assessed from August 2025 to December 2025.

DISCUSSION

On February 10, 2026, the City Council passed a resolution declaring weeds a nuisance in alignment with Chapter 8.15 of the City Code. Subsequently, a Public Hearing was scheduled for March 24, 2026, to allow the public to express their concerns or objections to the 2026 Weed Abatement Commencement Report (Attachment 5). For 2026, the County has identified 201 non-compliant parcels or lots in Santa Clara. 181 properties were carried over from 2025, and twenty (20) properties were newly added to the list for 2026. The City’s Code Enforcement division has evaluated the 20

new properties added to the list this year and recommends removing four (4) properties from the Commencement Report, as they have demonstrated compliance since the last time the County inspected their property (Attachment 6).

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act (“CEQA”) pursuant to section 15308 of Title 14 of the California Code of Regulations, as the Weed Abatement Program is authorized by both state and local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT

The County Department of Consumer & Environmental Protection Agency will assess costs for the destruction or removal, including administrative fees, against the lot or parcel of land from which weeds have been destroyed or removed. Such costs shall constitute a lien upon said lots and be collected upon the following year's tax roll as a special assessment. Per the 2022 Amended and Restated agreement, if the tax assessments are insufficient to cover the program's costs, the County will invoice the City for its pro-rata share of the program's shortfall each December.

The City Council may remove properties from the Commencement Report and the associated fees incurred. However, if the County program does not fully recover its costs, the remaining amount needed for full cost recovery will be paid by the jurisdictions in the program, based on each jurisdiction’s share of the total number of properties in the County program. If the City Council removes a significant number of properties from the Commencement Report, rendering the program no longer financially viable within Santa Clara, the County may exercise its right to terminate the agreement.

The County has notified participating jurisdictions of a projected budget shortfall in FY 2026/27 due to reduced work order fees and decreased abatement activity in 2025. As a result, each participating agency will be invoiced based on its proportional share of properties within the County program. The City’s estimated cost for FY 2026/27 is $47,893, which represents 10.64% of the total parcels in the County program. The final invoice will be issued after June 30, 2026. If needed, staff will return to the City Council with proposed budget amendments at the second and final public hearing, tentatively set for July 14, 2026.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov 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 Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of Title 14 of the California Code of Regulations;
2. Accept the recommendation from the City's Code Enforcement for the removal of the four (4) properties who have demonstrated compliance from the County's 2026 Commencement Report; and
3. Adopt a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in the City of Santa Clara on the Identified Parcels in Accordance with City Code Chapter 8.15 and in Association with the County Weed Abatement Program (Attachment 7).

Reviewed by: Ruben Torres, Fire Chief
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. 2026 Weed Abatement Brochure
2. Resolution No. 26-9535 - Declaring Weeds a Nuisance and Setting Public Hearing
3. 2026 County Weed Abatement Notification Packet
4. City of Santa Clara Weed Abatement Assessment Report 06.12.2025
5. Santa Clara Commencement Report 2026
6. Code Enforcement Properties Inspected 2026
7. Resolution Ordering the Abatement of Weeds 3.24.2026 DRAFT



You Can Help Prevent Fires in Your Neighborhood

Protect what's important—your loved ones, your pets, and your property. Recognize potential fire hazards and apply these Minimum Fire Safety Standards.

About the County of Santa Clara Weed Abatement Program

We help protect our community from fire dangers. Our goal is to ensure that properties are free from fire hazards, such as overgrown vegetation and debris, to minimize the spread of fires.

Contact Us

cepascc.org/weed-abatement

WeedAbatement@cep.sccgov.org

(408) 282-3145

1553 Berger Drive, San José, CA 95112









Minimum Fire Safety Standards You Should Know About

→

Minimum Fire Safety Standards

Keep your property and neighborhood safe from fires. To be in compliance with the County's Weed Abatement Program, follow the Minimum Fire Safety Standards:

1. Tall Grass, Weeds, and Flammable Vegetation

Keep weeds, grass, and brush below 6 inches in height.



2. Flammable Debris

Keep your property clear of debris such as trash, wood, and dead plants.



3. Overgrown Trees

Keep branches at least 10 feet from chimneys, 6 feet off the ground, and clear from under the eaves of houses.



4. Dead Vegetation on Roofs

Keep roofs and gutters clear of leaves and debris. Remove dead trees and vegetation.



Scan or visit the link to view the complete list of Minimum Fire Safety Standards. ⟶

cepascc.org/fire-safety

Español | 中文 | Tiếng Việt | Tagalog



I received a notice that my property is on the Weed Abatement Program. What happens next?

A Weed Abatement inspector will visit your property annually for at least three years to determine if it is in compliance with the Minimum Fire Safety Standards.

If a violation is found on your property, you have two weeks to correct it before we return for another inspection. If you don't correct it or contact us, we may take necessary steps to bring your property into compliance. This will result in additional costs beyond the annual inspection fees.

If your property is in compliance and remains compliant during our annual inspections, you will only be charged the annual inspection fee for three consecutive years.

Refer to the Weed Abatement notice letter for details.

RESOLUTION NO. 26-9535

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, DECLARING WEEDS TO BE A PUBLIC NUISANCE AND SETTING A HEARING DATE FOR THE CITY COUNCIL TO HEAR PUBLIC INPUT REGARDING THE PROPOSED DESTRUCTION OR REMOVAL OF WEEDS

WHEREAS, weeds are growing in the City of Santa Clara upon streets, alleys, sidewalks, and upon private property; these weeds bear seeds of a wingy or downy nature or may grow and, when dry, become a fire menace or those weeds that are otherwise noxious and dangerous; and

WHEREAS, Santa Clara City Code § 8.15.030 authorizes the City Council to pass a resolution declaring such weeds to be a public nuisance, and states that unless such a nuisance is abated, the work of abating the nuisance shall be done by the City, with the expenses assessed upon the lots from which the weeds are removed.

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

1. That these weeds constitute and will continue to constitute a public nuisance, and it is ordered that this public nuisance be abated in the manner provided in Chapter 8.15 [entitled "Weeds"] of Title 8 [entitled “Health and Safety”] of "The Code of the City of Santa Clara, California" and the "Agreement for the Abatement of Weeds by County of Santa Clara for City of Santa Clara" (a copy is on file in the office of the City Clerk).

2. That on March 24, 2026, at 7:00 p.m., or as soon as the matter may be heard, in the Council Chambers of the City of Santa Clara, public comment regarding the proposed destruction or removal of weeds shall be heard.

3. That the City Manager, or their designee, is hereby directed to cause notice of the adoption of this resolution and notice of this hearing to be given by posting and by publication in the manner and form provided in §§ 8.15.030, 8.15.040 and 8.15.080 of "The Code of the City of Santa Clara, California.”

//

4. That the Santa Clara County Agricultural Commissioner is also directed to give notice by mail to the owner or owners of each individual parcel of land upon which weeds will be abated by the City at least ten (10) calendar days prior to such abatement. Before the expiration of the ten-day period, any owner may voluntarily proceed to abate the nuisance. The notice may be given by mail, addressed to the owner at the last known address as shown on the last County Equalized Assessment Roll.

5. 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 10TH DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Cox, Gonzalez, Hardy, Jain, and Park, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

County of Santa Clara

Consumer and Environmental Protection Agency

Agriculture and Environmental Management
1553 Berger Drive, Building 1 San Jose, CA 95112
80 W. Highland Avenue, Building K San Martin, CA 95046
12425 Monterey Road, San Martin, CA 95046

Mosquito and Vector Control District
1580 Berger Drive, San Jose, CA 95112

https://cepa.santaclaracounty.gov

IMPORTANT NOTICE TO ABATE WEEDS

January 14, 2026

Dear Property Owner:

Fire safety is crucial for protecting lives, preserving property, ensuring community well-being, and minimizing environmental impact. Removing fire hazards from your property is a proactive step to reduce the risk of injury, death, and significant damage. Effective prevention and preparedness measures not only save lives but also help safeguard our environment and reduce economic losses. Maintaining proper clearance requirements, known as *Minimum Fire Safety Standards*, is a shared responsibility. Since fire doesn't respect property boundaries, your local city (or County if in unincorporated areas) works with the County of Santa Clara Weed Abatement Program to ensure that all properties meet these *Minimum Fire Safety Standards* obligations. You are receiving this notice because our team has identified your property as being subject to the Weed Abatement Program. Please review the information carefully, and feel free to reach out for clarification or additional information.

The governing body for your property may adopt a resolution declaring that it contains fire hazards due to weeds or other debris. Following this action, the governing body will hold a public Commencement Hearing as part of a public meeting to consider an abatement order. This order will require you to remove any hazardous vegetation or combustible debris before the deadline outlined in the enclosed *Weed Abatement Program Schedule*. The public Commencement Hearing will take place on the date and at the location stated in the enclosed Notice to Destroy. This hearing will provide you with an opportunity to raise any objections or concerns regarding this requirement and the inclusion of your property in the Weed Abatement Program.

If you believe your property includes an environmentally sensitive habitat, please check the box on the blue *Return Reply Form* and provide any additional information on the *Return Reply Form* to assist us in determining the best approach to abating your property from fire hazards.

If, after the public Commencement Hearing, the Weed Abatement Program is approved for your property, the County is authorized by your city, and the California Health and Safety Code sections §14875-14922 to inspect your property to confirm that it has been cleared of hazards and is compliant with *Minimum Fire Safety Standards* (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work before your jurisdiction's deadline. All properties designated to be part of the Weed Abatement Program will have a $296 annual inspection fee to cover the cost of the program. This $296 cost will be included on your property tax bill as a special assessment.

In addition to the $296 annual inspection fee, if the parcel is found non-compliant at the time of our inspection, the parcel will be assessed a processing fee of $953 per parcel, and the property will be scheduled for abatement by the County-designated contractor. You will not incur additional charges if the abatement work is completed before the County-designated contractor arrives. However, should the County-designated contractor perform the abatement work, the parcel will incur the cost associated with the contractor's work plus an additional County administrative fee of $1,383 per parcel. **For those parcels requiring a warrant, a fee of $3,006 per parcel will be assessed.**

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

The County will use the lowest cost method of abatement considering the physical characteristics of your property and any other environmental or related concerns. Fees are detailed on the price list included in the *Notice to Destroy*. The total amount of fees incurred will be included as a special assessment on your property tax bill following confirmation of the charges by your city (or the County if the parcel is in an unincorporated area) at a public Assessment Hearing. This Assessment Hearing will be scheduled in the summer, with the exact date determined by your governing body. Typically, Assessment Hearing information is posted at the physical location of the governing body (typically at a city hall building or other government center and most also publish this information on their websites) prior to the meeting.
You can avoid all costs, other than the $296 annual inspection fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs March through October. Parcels will be removed from the program after three consecutive years of voluntary compliance (work completed by parcel owner prior to the deadline and confirmed by our inspection).

In preparation for this program, please complete and return the enclosed blue *Return Reply Form* so we are notified of your plans for abating your property.

If you designate on your *Return Reply Form* that you intend to abate the weeds yourself, you need to complete the abatement before the deadline listed on the attached abatement program schedule and maintain fire-safe conditions for the duration of the fire season. Responding that you intend to provide maintenance does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. The County will abate hazardous vegetation as required after the deadline for your jurisdiction at your cost.

Enclosed you will find the following information:
***Return Reply Form* specific to your parcel. Please complete and return it to us.**

***Notice to Destroy Weeds* informing you of an upcoming public Commencement Hearing** (that you may attend if you have any objections to the proposed removal of hazardous vegetation or debris from your parcel). Your jurisdiction may offer you the ability to participate in this meeting virtually; please confirm directly with your jurisdiction.

***Weed Abatement Program Schedule* for your city with current County abatement fees.**

County of Santa Clara *Weed Abatement Brochure.*

Please be aware that any abatement performed by the County must comply with all applicable regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the parcel owner identified by this mailing, please notify us immediately at (408) 282-3145. If you sell your parcel after the date of this letter, it is your responsibility to notify the new owner and include the obligation to pay any abatement costs in your sale agreement. Without taking this action, you will be responsible for all hazard abatement charges assessed to the parcel.

Our goals are voluntary compliance with the *Minimum Fire Safety Standards* and that all properties remain safe from fire. If you have any questions or need on-site advice to help you achieve compliance with the *Minimum Fire Safety Standards*, please call us at (408) 282-3145.

Sincerely,



Garik Iosilevsky, Weed Abatement Manager
Consumer and Environmental Protection Agency

TRA 07

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on February 10, 2026, pursuant to Section 8.15 et seq. of the Code of the City of Santa Clara, the City Council of the City of Santa Clara, California passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in 8.15.010 of the Code of the City of Santa Clara constitute a public nuisance; this nuisance must be abated by the removal of weeds.

NOTICE IS FURTHER GIVEN that property owners shall, without delay, remove all weeds from their property and the abutting half of the street in front and alleys, if any, behind such property and between the lot lines thereof as extended, or the weeds will be destroyed or removed and such nuisance abated by the County authorities, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Council of said City to be held in the Council Chambers of the City Hall, 1500 Warburton Ave., Santa Clara, California, on **Tuesday, March 24, 2026,** at **7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration.

The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.

(over)

SANTA CLARA WEED ABATEMENT PROGRAM SCHEDULE

March 24, 2026	Public hearing to consider objections to Abatement List.
April 15, 2026	PARCEL ABATEMENT DEADLINE Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.
July/August, 2026	Assessment Hearing date to be scheduled by City Council.

2026 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of $296.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the April 15th deadline may be charged a work order processing fee of $953.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of $1,383.00 per parcel. For those parcels requiring a warrant a fee of $3,006.00 per parcel will be assessed.

2026 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	**1st Disc**	**+ 2nd Disc**	**= Total Discs**
0-12,500 sq.ft.	**$291-$425**	**$149-$180**	**$440-$605**
12,501sq.ft.- 43,560sq.ft.	**$338-$425**	**$149-$225**	**$487-$650**
Larger than 1 Acre	**$152-$309**	**$130-$151**	**$282-$460** (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK **$5.09-$5.73** PER 100 Square Feet (SF)
C) FLAIL MOWING 6 Foot Mower **$6.40-10.97** PER 1,000 SF
12 Foot Mower **$6.40-10.97** PER 1,000 SF
D) LOADER WORK **$153-$185** PER HOUR
E) DUMP TRUCK **$141-$185** PER HOUR
F) BRUSH WORK **$4.80-$5.47** PER 100 SF
G) DUMP FEE 100%
Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**

(over)

2026 Return Reply Form

AT&T COMMS OF CALIF INC

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program **within 15 days of receipt of this notice.**Thank you.

TRA: **87**

SAMPLE

825-02-138

AT&T COMMS OF CALIF INC
1090 E DUANE AVE
SUNNYVALE CA 94085-2623

825-02-138

Please check the box that applies for each parcel (see explanations below)**:**

Parcel Number	Site Address			A	B	C
825-02-138	73	SOUTH	SAN MARTIN	☐	☐	☐

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **April 1, 2025 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection and fee to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee and the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. ***(All County fees Apply)***

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2025, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐ Please check if you feel this parcel is environmentaly sensitive

Signature	Name (please print)	Date	( ) Day time phone

2025 WEED ABATEMENT PROGRAM
CITY OF SANTA CLARA
ASSESSMENT REPORT

Exhibit A

	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
1	2220	Calle De Luna	097-05-057	**Tasman East Parcel 5 Owner Llc**	60 Columbus Cir	NEW YORK	10023	$210.00
2	2200	Calle De Luna	097-05-058	**Nash-holland Calle De Luna**	808 Washington St Ste 500	VANCOUVER	98660-3577	$105.00
3	1673	Eisenhower	097-17-013	**Yabes, Aurelio B And Carmelita B**	3928 Caxton Ct	SAN JOSE	95130-1211	$105.00
4	1801	Nelson	097-19-037	**Juarez Jennette L**	243 N. 33rd Street	SAN JOSE	95116	$105.00
5	1861	Nelson	097-19-040	**Dillon, Kathleen A**	338 Coleman Dr	SAN RAFAEL	94901	$105.00
6	1952	Eisenhower	097-19-047	**Kuang, Weiwei**	1952 Eisenhower Dr	SANTA CLARA	95054	$210.00
7	1914	Avenida De Los	097-42-078	**Fontana Marc J**	1914 Avenida De Los Rosas	SANTA CLARA	95054	$105.00
8	4913	Avenida De Lago	097-42-083	**Hsu Kang S And Shur M**	3673 Rowley Dr	SAN JOSE	95132	$105.00
9	2272	Calle Del Mundo	097-46-025	**True Solar Usa Inc**	2272 Calle Del Mundo	SANTA CLARA	95054-1005	$105.00
10	2230	Calle Del Mundo	097-46-027	**Ci-gs Tasman East Apartments Llc**	750 Bering Dr Ste 200	HOUSTON	77057	$105.00
11	982	Laurie	101-07-020	**Azul, Edwin C And Evangeline B**	982 Laurie Ave	SANTA CLARA	95054-2243	$105.00
12	3523	Macintosh	101-07-039	**Karnad, Nikhil And Kawlekar ,**	3523 Macintosh St	SANTA CLARA	95054-2246	$105.00
13	3533	Macintosh	101-07-040	**Gavina, Romel R Et Al**	3533 Macintosh St	SANTA CLARA	95054-2246	$105.00
14	3543	Macintosh	101-07-041	**Rapisura Suzanne M**	3543 Macintosh St	SANTA CLARA	95054	$105.00
15	3542	Macintosh	101-07-059	**Wlaschin, Robert A And Chan ,**	3542 Macintosh St	SANTA CLARA	95054-2245	$210.00
16	973	Laurie	101-22-029	**Tran, Trung And Do , Thuy Bich**	973 Laurie Ave	SANTA CLARA	95054-2242	$105.00
17		Lafayette	104-01-077	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$702.00
18	4850	Old Ironsides	104-04-064	**Innovation Commons Owner Llc**	433 Airport Blvd Ste 426	BURLINGAME	94010	$2,298.38
19	2950	Democracy	104-04-065	**Innovation Commons Owner Llc**	433 Airport Blvd Ste 426	BURLINGAME	94010	$105.00

2025 WEED ABATEMENT PROGRAM
CITY OF SANTA CLARA
ASSESSMENT REPORT

Exhibit A

	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
20	4805	Patrick Henry	104-04-111	**Innovation Commons Owner Llc**	433 Airport Blvd Ste 426	BURLINGAME	94010	$2,636.45
21	4855	Patrick Henry	104-04-112	**Innovation Commons Owner Llc**	433 Airport Blvd Ste 426	BURLINGAME	94010	$3,261.02
22	3050	Democracy	104-04-113	**Innovation Commons Owner Llc**	433 Airport Blvd Ste 426	BURLINGAME	94010	$2,424.44
23		Patrick Henry	104-04-121	**San Francisco City And County Of**	525 Golden Gate Av 10th Fl	SAN FRANCISCO	94102	$7,303.46
24	3055	Patrick Henry	104-04-136	**3055 Patrick Henry Development Llc**	950 Tower Ln Ste 870	FOSTER CITY	94553	$105.00
25	3055	Democracy	104-04-142	**Innovation Commons Owner Llc**	433 Airport Blvd, Ste 426	BURLINGAME	94010	$912.00
26	3005	Democracy	104-04-143	**Innovation Commons Owner Llc**	433 Airport Blvd Ste 426	BURLINGAME	94010	$2,636.90
27	2945	Tasman	104-04-151	**Innovation Commons Owner Llc**	4995 Patrick Henry Drive	SANTA CLARA	95054	$306.00
28	2335	Alcalde	104-05-103	**Bhatnagar, Amit And Oza , Tarjani**	2335 Alcalde St	SANTA CLARA	95054-1305	$105.00
29	2355	Alcalde	104-05-105	**Hilario, Rufina F Trustee**	2355 Alcalde St	SANTA CLARA	95054-1305	$105.00
30	2375	Alcalde	104-05-107	**Nguyen, Phuong Thanh And Tran ,**	2635 Britt Way	SAN JOSE	95148-2573	$105.00
31	2337	Silveria	104-05-113	**Lai, Tzer S Trustee & Et Al**	2337 Silveria Ct	SANTA CLARA	95054-1352	$105.00
32	4767	Gillmor	104-05-116	**Vu, To Hoai Thi**	4767 Gillmor St	SANTA CLARA	95054-1325	$105.00
33	2303	Gianera	104-06-037	**Gianeral St Estate Llc**	188 S Lundy Ave Unit 200	SAN JOSE	95131	$807.00
34		Fillmore	104-10-077	**Vnus Investment Group Llc**	7300 Alexis Manor Pl	SAN JOSE	95120-0000	$210.00
35		Lafayette	104-11-082	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$702.00
36		Cheeney	104-12-025	**Maruti Builders Llc**	859 Alisal Ct	MILPITAS	95035-4501	$105.00
37		Cheeney	104-12-026	**Maruti Builders Llc**	859 Alisal Ct	MILPITAS	95035-4501	$105.00
38	4163	Cheeney	104-12-103	**Yakupitiyage Sarath And Parry**	565 Albion Ave	WOODSIDE	94062	$210.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
39		Bassett	104-12-154	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$105.00
40		Bassett	104-12-162	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$5,339.15
41		Mission College	104-13-103	**Amazon Data Services Inc**	P.o. Box 80416	SEATTLE	98108-0416	$105.00
42		Bassett	104-14-145	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$702.00
43	3660	Thomas	104-14-171	**Terreno Middlebrook Llc**	101 Montgomery St Ste 200	SAN FRANCISCO	94104	$201.00
44		Bassett	104-38-001	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$702.00
45		Freedom	104-40-021	**Cre-gs Freedom Circle Phase I**	465 Meeting St Ste 5	CHARLESTON	29403	$210.00
46	3925	Freedom	104-40-036	**Cre Gs Freedom Circle Phase I**	465 Meeting St Ste 5	CHARLESTON	29403	$210.00
47	4546	Lakeshore	104-45-011	**Gordon, Kevin And Ho , Emily**	10420 Miguelita Rd	SAN JOSE	95127-2716	$105.00
48	2368	Sawyer	104-46-032	**Crawley, William L Trustee & Et Al**	2075 Pioneer Ct	SAN MATEO	94403	$105.00
49	2343	Rambo	104-46-072	**Rangel, Anthony T And Misty**	2343 Rambo Ct	SANTA CLARA	95054-1340	$105.00
50	2722	Lyle	216-02-079	**Jain, Varun And Hrishikesh , Swathi**	586 Jayne Ct	SAN JOSE	95133-0000	$105.00
51	2116	Quinn	216-09-069	**Chen, Zixu Et Al**	2116 Quinn Ave	SANTA CLARA	95051-1839	$105.00
52	2473	Elliot	216-11-064	**Adiseshan, Mamtha**	2473 Elliot St	SANTA CLARA	95051-1864	$1,834.25
53	2475	Painted Rock	216-16-007	**Cai, Haowei Et Al**	2475 Painted Rock Dr	SANTA CLARA	95051-1121	$105.00
54	2485	Painted Rock	216-16-008	**Lindsey, Concepcion Trustee**	898 Amador Ave	SUNNYVALE	94085-3427	$105.00
55	2495	Painted Rock	216-16-009	**Files, Nancy D**	2495 Painted Rock Dr	SANTA CLARA	95051-1121	$105.00
56	2515	Painted Rock	216-16-011	**Xu, Steven P Et Al**	2515 Painted Rock Dr	SANTA CLARA	95051	$105.00
57	2516	Parkland	216-16-026	**Shen, Hua And Tian , Tian**	2516 Parkland Ct	SANTA CLARA	95051-1127	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
58	2305	Amethyst	216-17-006	**Suthar, Tushar K And Snehal T**	2086 Silence Dr	SAN JOSE	95148-1918	$105.00
59	2552	Painted Rock	216-19-035	**Toorans, Sue M**	2552 Painted Rock Dr	SANTA CLARA	95051-1124	$105.00
60	2472	Painted Rock	216-19-043	**Sundararaman Sethuraman And**	2472 Painted Rock Dr	SANTA CLARA	95051-1122	$105.00
61	2427	Amethyst	216-19-057	**Tt Investment Properties Llc**	2225 Sherwin Ave	SANTA CLARA	95050-5112	$105.00
62	2437	Amethyst	216-19-058	**Wang, Zhuoxian**	2437 Amethyst Dr	SANTA CLARA	95051-1136	$201.00
63	2517	Amethyst	216-19-070	**Strutner, Koogeelam**	2517 Amethyst Dr	SANTA CLARA	95051-1138	$105.00
64	2533	Amethyst	216-19-074	**Jiang, Chenzi And Chen , Zixing**	2533 Amethyst Dr	SANTA CLARA	95051-1138	$105.00
65	2625	Meadowbrook	216-19-077	**Pham, Alexander Tuan Trustee**	3619 Impresario Way	SAN JOSE	95127-0000	$105.00
66	2526	Amethyst	216-20-083	**Wen, Jida**	267 Alturas Ave	SUNNYVALE	94085-3001	$105.00
67	2426	Amethyst	216-20-097	**Haro, Andrea R Trustee**	2426 Amethyst Dr	SANTA CLARA	95051-1137	$105.00
68	2900	Lakeside	216-30-048	**Cs Lakeside Santa Clara Llc**	17 Coporate Plaza Unit 200	NEWPORT BEACH	92660	$105.00
69	3625	Peterson	216-30-049	**Bxp Peterson Lp**	4 Embarcadero Ctr Lobby Ste 1	SAN FRANCISCO	94111	$210.00
70	1725	Townsend	220-07-044	**Romero Yvonne M**	1725 Townsend Ave	SANTA CLARA	95051-2721	$105.00
71	2101	Rockhurst	220-13-041	**Belardes, Marcus J And Denise E**	2101 Rockhurst Ct	SANTA CLARA	95051-1927	$105.00
72	3565	Notre Dame	220-18-028	**Chun, Youngil Trustee & Et Al**	1451 W Boros Ct	LA HABRA	90631	$807.00
73	3036	San Juan	220-22-053	**Wentz, Dee Trustee**	Po Box 111597	CAMPBELL	95011-1597	$1,658.00
74	2230	Santa Cruz	220-22-121	**Meng, Pengquan Et Al**	2230 Santa Cruz Ave	SANTA CLARA	95051-1658	$105.00
75	3121	Santa Maria	220-22-124	**Lamachy, Barbara J**	3121 Santa Maria Ave	SANTA CLARA	95051-1619	$105.00
76	3131	Santa Maria	220-22-125	**Li, Bing And Xue , Feng**	3131 Santa Maria Ave	SANTA CLARA	95051-1619	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
77	3171	Santa Maria	220-22-129	**Zhou, Zilong**	3171 Santa Maria Ave	SANTA CLARA	95051-1619	$105.00
78	2148	Santa Cruz	220-24-032	**Kwan, Wilson**	2148 Santa Cruz Ave	SANTA CLARA	95051-1646	$105.00
79	3040	Santa Maria	220-24-060	**Toh, Yuting Et Al**	3040 Santa Maria Ave	SANTA CLARA	95051-1647	$105.00
80	2763	Cabrillo	220-25-105	**Fung, Kwok Wing And Carriq**	2368 Shoreside Ct	SANTA CLARA	95054-1350	$105.00
81	2855	El Camino Real	220-31-082	**Teixeira Leo Et Al**	Po Box 307	KERMAN	93630-0307	$807.00
82	2895	El Camino Real	220-31-083	**Teixeira Leo Et A**	Po Box 307	KERMAN	93630-0307	$807.00
83	2973	Jerald	220-32-033	**Huston, T M**	2973 Jerald Ave	SANTA CLARA	95051-2927	$105.00
84	850	Walsh	224-04-005	**L.a.w. Llc**	330 Commercial St	SAN JOSE	95112-4403	$105.00
85	2755	Lafayette	224-04-062	**Witkin Properties Lp**	188 Twin Oaks Dr	LOS GATOS	95032-5649	$2,474.15
86	651	Martin	224-04-071	**Martin Avenue Properties Llc**	2820 Northwest Pkwy	SANTA CLARA	95051	$105.00
87	614	Walsh	224-04-075	**Haro, Estanislao T And Martha S**	12395 Columbet Ave	SAN MARTIN	95046	$105.00
88	960	Central	224-07-099	**Amazon Data Services Inc**	P.o. Box 80416	SEATTLE	98108	$210.00
89	2330	Bray	224-14-072	**Osterello, Michael D Et Al**	2330 Bray Ave	SANTA CLARA	95050-4010	$1,989.73
90	2277	El Camino Real	224-15-034	**Oakland Realty Loan Service**	Po Box 450	KINGSBURG	93631	$105.00
91	1693	Los Padres	224-17-054	**Decot, David C**	1693 Los Padres Blvd	SANTA CLARA	95050-4042	$105.00
92	2075	Cabrillo	224-19-093	**Polon, Joan Trustee**	2075 Cabrillo Ave	SANTA CLARA	95050-3612	$105.00
93	2255	Cabrillo	224-19-108	**Lemmon, Galen L Trustee & Et Al**	1591 Carmel Dr	SAN JOSE	95125-1863	$105.00
94	1857	Cabrillo	224-21-021	**Zheng, Dao-chen And Wang , Hui**	7911 October Way	CUPERTINO	95014-4124	$105.00
95	1836	Cabrillo	224-21-028	**Dhople, Danika M Trustee**	1836 Cabrillo Ave	SANTA CLARA	95050-3707	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
96	1282	Cabrillo	224-22-086	**Hu, Weize**	1282 Cabrillo Ave	SANTA CLARA	95050-3502	$105.00
97	1922	Main	224-23-011	**Kaur, Daljit**	10074 Dona Neely Way	ELK GROVE	95757	$105.00
98	1918	Main	224-23-013	**Monaco, Lewis F Et Al**	1918 Main St	SANTA CLARA	95050	$105.00
99	1975	Main	224-23-051	**Le, Duc**	1975 Main St	SANTA CLARA	95050-3808	$105.00
100	1688	Main	224-26-021	**Serassio, James P Trustee**	1688 Main St	SANTA CLARA	95050-4245	$105.00
101	945	Reeve	224-27-052	**Blandford Marlene Trustee**	1035 Sunlite Dr	SANTA CLARA	95050-5120	$105.00
102	1871	Main	224-27-089	**Luk, Amy P H Trustee**	3410 Geary Blvd Ste #343	SAN FRANCISCO	94118	$105.00
103	1611	Main	224-28-010	**Cheng, Tai-enn And Lo , Vickie**	1611 Main St	SANTA CLARA	95050	$315.00
104	1621	Main	224-28-011	**Archibeque, Flora A**	5520 Maplecrest Ct	SAN JOSE	95123-3025	$105.00
105	998	Civic Center	224-28-053	**Le, Tom Tuong Quoc Trustee**	P.o.box 11555	COSTA MESA	92627	$105.00
106	2028	Staats	224-31-090	**Ansari, Bijan**	2028 Staats Way	SANTA CLARA	95050-3333	$105.00
107	2267	Pasetta	224-32-060	**Kondasani, Yamini**	P.o. Box 2807	SANTA CLARA	95055	$105.00
108	2245	Ellena	224-32-085	**Nbd Holding Trust**	2245 Ellena Drve	SANTA CLARA	95050	$105.00
109	2265	Ellena	224-32-087	**Silicon Valley Homesteads Llc**	P.o. Box 2807	SANTA CLARA	95055	$105.00
110	2351	William	224-32-092	**Jaladi Ramesh Badu Venkata S**	2435 Via De Los Milagros	PLEASANTON	94566	$210.00
111	2360	Galway	224-32-098	**Bhatt Ruchi & Saket, Bhatt Trustees**	1873 Anne Way	SAN JOSE	95124	$807.00
112	2359	Galway	224-32-101	**Koester William H And Faye C**	201 Bancroft Rd	BURLINGAME	94010	$105.00
113	2240	De La Cruz	230-03-077	**Ettefagh, Farajolla Trustee & Et Al**	2342 Stevens Creek Blvd	SAN JOSE	95128	$105.00
114	525	Mathew	230-03-090	**Newark Group Industries Inc**	525 Mathew St	SANTA CLARA	95050-3001	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
115		Central	230-03-094	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$8,269.17
116			230-03-095	**Union Pacific Railroad**	1400 Douglas St. Stop 1690	OMAHA	68179	$2,278.24
117	2600	De La Cruz	230-03-105	**Troutman Sanders Llp**	600 Peachtree Street Ne, Suite	ATLANTA	30308	$8,343.63
118	2655	The Alameda	230-12-012	**Kapital Alameda Llc**	1999 S Bascom Ave Unit 250	CAMPBELL	95008	$105.00
119	1206	Sherwood	230-16-030	**Shen, Yichao And Zheng , Xiaoxiao**	193 Athena Ct	MOUNTAIN VIEW	94043-0000	$105.00
120	1463	Jackson	269-05-011	**Ascuna Victor And Zulma Et A**	1463 Jackson St	SANTA CLARA	95050	$105.00
121	1473	Jackson	269-05-056	**Cardenas Rickey W And Concepcion**	1473 Jackson Street	SANTA CLARA	95050	$105.00
122	1695	Fremont	269-12-019	**Kung, Alma And Shen , Angela**	1241 Gainsborough Dr	SUNNYVALE	94087-2714	$1,872.95
123	1425	Benton	269-13-037	**Hu Jie And Ma Guanying**	4560 Balmoral Park Ct	FREMONT	94538	$105.00
124	1106	Monroe	269-13-062	**Velasco, Bambi Et Al**	1106 Monroe St	SANTA CLARA	95050	$105.00
125	1175	Lafayette	269-16-056	**1175 Lafayette Llc**	16235 Greenwood Ln	LOS GATOS	95030	$105.00
126	689	Moreno	269-31-056	**Lee, Wen-chen And Ulinskas , Geddes**	1014 Paradise Way	PALO ALTO	94306	$105.00
127	2013	Stanley	269-39-021	**Driskell, Jeffrey**	2013 Stanley Ave	SANTA CLARA	95050-5718	$1,329.38
128	2245	Newhall	269-58-014	**De Sousa Pinto, Joao Moreira**	2245 Newhall St	SANTA CLARA	95050-5810	$105.00
129	3590	El Camino Real	290-01-115	**Matusich, William Trustee & Et Al**	2323 S Bascom Ave	CAMPBELL	95008	$105.00
130	3570	El Camino Real	290-01-117	**Matusich, William Trustee & Et Al**	2323 S Bascom Ave	CAMPBELL	95008	$105.00
131		El Camino Real	290-02-087	**At&t Comms Of Calif Inc**	1090 E Duane Ave	SUNNYVALE	94085-2623	$105.00
132	2240	El Camino Real	290-10-090	**Us Alliance Holden Of**	2525 E Camelback Rd Ste 500	PHOENIX	85016	$807.00
133	2232	El Camino Real	290-10-091	**Us Alliance Holden Of**	2525 E Camelback Rd Ste 500	PHOENIX	85016	$807.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
134	1118	Las Palmas	290-14-095	**Tobacco, Richard J**	1118 Las Palmas Dr	SANTA CLARA	95051-3922	$210.00
135	2538	Hayward	290-14-112	**Mandrusov Vladimir And Mira**	2538 Hayward Drive	SANTA CLARA	95051	$105.00
136	1295	Buchanan	290-14-144	**Ibragimov, Eedem And Grigina ,**	1295 Buchanan Dr	SANTA CLARA	95051-3950	$105.00
137	1355	Buchanan	290-14-150	**Guinasso, Edwin A Trustee**	Po Box 760	San Jose	95106-0760	$105.00
138	1177	White	290-14-180	**Foster, Joseph A Et Al**	1177 White Dr	SANTA CLARA	95051-3933	$105.00
139	2991	Orthello	290-17-082	**Schultz, Janet Trustee**	2991 Orthello Way	SANTA CLARA	95051-3756	$105.00
140	3012	Orthello	290-18-006	**Oprica, Dan**	Po Box 760	San Jose	95106-0760	$105.00
141	2932	Orthello	290-18-010	**Yamaichi, Russell J Trustee**	2932 Orthello Way	SANTA CLARA	95051-3768	$105.00
142	2852	Orthello	290-18-014	**Xiong, Chengyu And Deng , Xianmin**	1055 S Blaney Ave	SAN JOSE	95129	$105.00
143	3100	Humbolt	290-19-019	**To, Duc Tan And Nguyen , Michelle**	3129 Butte St	SANTA CLARA	95051-3711	$105.00
144	3131	Humbolt	290-19-023	**Basham Everett F Jr Et Al**	1143 Crespi Dr	SUNNYVALE	94086-7040	$807.00
145	3100	Orthello	290-19-047	**Wheaton, Martin D And**	3100 Orthello Way	SANTA CLARA	95051-3760	$105.00
146	978	White	290-30-008	**Li, Yuxin And Zhao , Guoping**	1118 Greystone St	STILLWATER	74074	$105.00
147	944	White	290-30-014	**Lin, Thura And Jenny C T**	944 White Dr	SANTA CLARA	95051-5315	$105.00
148	2551	Patricia	290-31-002	**Aguilera, Ralph D And M C**	2551 Patricia Dr	SANTA CLARA	95051-5326	$306.00
149	2557	Patricia	290-31-003	**Hoffman, James H And Linda E**	2557 Patricia Dr	SANTA CLARA	95051-5326	$105.00
150	2513	Hayward	290-31-052	**2513 Hayward Drive Llc**	78 Robleda Dr	ATHERTON	94027	$105.00
151	2509	Hayward	290-31-053	**Morrill, Westbrook K Iii And Hilary**	2509 Hayward Dr	SANTA CLARA	95051-5303	$105.00
152	1014	Las Palmas	290-31-054	**Enyedi, Robert And Daniela Trustee**	1014 Las Palmas Dr	SANTA CLARA	95051-5309	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
153	953	White	290-31-069	**Tang, Yuan**	953 White Dr	SANTA CLARA	95051-5314	$105.00
154	1088	Blackfield	290-32-008	**Raju, Jagdeep N And Nagaraj , Fnu**	1088 Blackfield Ct	SANTA CLARA	95051-5301	$105.00
155	2891	Homestead	290-39-080	**Apex Fund Llc**	2891 Homestead Rd	SANTA CLARA	95051-5223	$306.00
156	1224	Block	290-42-076	**Dionisio, John R And Nahurski**	1224 Block Dr	SANTA CLARA	95050-4411	$105.00
157	3250	Princeton	293-04-001	**Slusher Cassandra R Et Al**	3250 Princeton Way	SANTA CLARA	95051-5522	$105.00
158	2930	Homestead	293-17-084	**Woodham Property**	Po Box 2041	LOS GATOS	95031-2041	$807.00
159	617	Flannery	293-18-049	**Recharla, Venkata Naga Suresh And**	35847 Caxton Pl	Fremont	94536-3411	$105.00
160	661	Flannery St	293-18-058	**Parkhurst Ray And Michelene**	661 Flannery St	SANTA CLARA	95051-5544	$105.00
161	593	Flannery	293-19-032	**Bradley, Janice L Et Al**	672 Tramway Dr	MILPITAS	95035-3605	$105.00
162	2936	Forbes	293-19-034	**Brown, Brenda J Rucker Trustee**	2936 Forbes Ave	SANTA CLARA	95051-6114	$105.00
163	492	Woodhams	293-20-018	**Andrews, John R And Sandra K**	492 Woodhams Rd	SANTA CLARA	95051-5629	$105.00
164	462	Woodhams	293-20-020	**Thayer, Kevin**	462 Woodhams Rd	SANTA CLARA	95051-5629	$411.00
165	2274	Forbes	294-05-005	**Bryant, Scott And Susie**	2274 Forbes Ave	SANTA CLARA	95050-5608	$210.00
166	2264	Forbes	294-05-006	**Thompson, Ross W And Susan**	2264 Forbes Ave	SANTA CLARA	95050-5608	$105.00
167	605	Malarin	294-07-021	**Devendrappa, Darshan M And**	605 Malarin Ave	SANTA CLARA	95050-6958	$105.00
168	635	Malarin	294-07-027	**Schekall, Stanley And Regina**	635 Malarin Ave	SANTA CLARA	95050-6958	$105.00
169	653	Malarin	294-07-030	**Franklin, Andrew J And Nicola J**	653 Malarin Ave	SANTA CLARA	95050-6958	$105.00
170	634	Malarin	294-07-051	**Li, Jingjing And Zhang , Yiqian**	634 Malarin Ave	SANTA CLARA	95050-6942	$105.00
171	2257	Forbes	294-08-054	**Souza, Allan C Et Al**	2257 Forbes Ave	SANTA CLARA	95050-5631	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
172	759	Clara Vista	294-15-042	**Tran, Andre Huy Et Al**	759 Clara Vista Ave	SANTA CLARA	95050-5152	$105.00
173	758	Clara Vista	294-15-043	**Ashraf, Ameen And Shagufta , Shaella**	758 Clara Vista Ave	SANTA CLARA	95050-5153	$105.00
174	725	Los Olivos	294-15-068	**Sluman, Christopher B And Kathryn**	725 Los Olivos Dr	SANTA CLARA	95050-5526	$105.00
175	735	Los Olivos	294-15-070	**Gebing, John And Cecile Trustee**	735 Los Olivos Dr	SANTA CLARA	95050-5526	$105.00
176	759	Los Olivos	294-15-075	**Kiros, Eskinder**	759 Los Olivos Dr	SANTA CLARA	95050-5526	$105.00
177	2628	Forbes	294-24-017	**Phadke, Ninad And Rujuta**	250 Hillsdale Ave	SANTA CLARA	95051-6308	$105.00
178	2728	Forbes	294-26-021	**Lam, Laisz D Trustee**	2728 Forbes Ave	SANTA CLARA	95051-6249	$105.00
179	2615	Maplewood	294-29-021	**Francisco, Christina**	2615 Maplewood Ln	SANTA CLARA	95051-6235	$210.00
180	2791	Pruneridge	294-31-040	**Singh, Rahul N And Ghosh , Smita**	2791 Pruneridge Ave	SANTA CLARA	95051-6237	$105.00
181	2790	Pruneridge	294-32-034	**Li, Benny W And Luo , Yuya**	2790 Pruneridge Ave	SANTA CLARA	95051-6238	$105.00
182	392	Hayes	296-09-043	**Chan-tan-wong**	11810 Henley Ln	Los Angeles	90077	$105.00
183	92	Claremont	296-17-005	**Wang, Wen Chun And Yang , Michell**	92 Claremont Ave	SANTA CLARA	95051-6640	$105.00
184	3502	Gibson	296-18-011	**Thodiyil, John A And Fu , Bo Ling**	5917 Armaga Spring Rd Unit E	RANCHO PALOS VERDES	90275-4844	$105.00
185	3498	Gibson	296-18-012	**Tibbetts Family Revoc Tr 8/3/12**	11016 162nd Ave Ne	REDMOND	98052	$105.00
186	3552	Bennett	296-18-039	**Sa, Silin And Yang , Yang**	417 S Genevieve Ln	SAN JOSE	95128-5111	$105.00
187	132	Claremont	296-19-005	**Lee, Chayong And Kim , Haejin**	132 Claremont Ave	SANTA CLARA	95051-6642	$105.00
188	150	Elmhurst	296-19-022	**Mehta, Yatrik H And Minal Y**	150 Elmhurst Ct	SANTA CLARA	95051-6647	$210.00
189	3533	Elmhurst	296-19-036	**Chen, Taiying And Shih , Ying**	1600 Amphitheatre Pkwy	MOUNTAIN VIEW	94043-0000	$105.00
190	3551	Elmhurst	296-19-039	**Ramesh, Suhas Kumar S And**	3551 Elmhurst Ave	SANTA CLARA	95051-6645	$105.00

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	Situs		APN	OWNER ADDRESS				TAX ROLL AMT
191	3712	El Camino Real	313-06-008	**Scs Gateway Llc**	4546 El Camino Real Ste 222	LOS ALTOS	94022	$105.00
192	973	Wood Duck	313-19-031	**Flynn, Brian Et Al**	973 Wood Duck Ct	SANTA CLARA	95051-4516	$105.00
193	977	Wood Duck	313-19-032	**Campbell, Jean T Trustee**	977 Wood Duck Ct	SANTA CLARA	95051-4516	$105.00
194	3800	Homestead	316-09-044	**Kaiser Foundation Hospitals**	1 Kaiser Plaza 15th Fl	OAKLAND	94612	$105.00
195	3800	Homestead	316-09-045	**Kaiser Foundation Hospitals**	1 Kaiser Plaza 15th F	OAKLAND	94612	$7,682.72
							TOTAL	**$94,616.02**

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	Situs			APN			CITY/STATE		
1	3800	HOMESTEAD	RD	316-09-044	KAISER FOUNDATION HOSPITALS	1 KAISER PLAZA 15TH FL	OAKLAND	CA	94612
2	4850	OLD	DR	104-04-064	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD STE 426	BURLINGAME	CA	94010
3	4805	PATRICK	DR	104-04-111	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD STE 426	BURLINGAME	CA	94010
4	4855	PATRICK	DR	104-04-112	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD STE 426	BURLINGAME	CA	94010
5	3050	DEMOCRACY	WY	104-04-113	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD STE 426	BURLINGAME	CA	94010
6		PATRICK	DR	104-04-121	SAN FRANCISCO CITY AND COUNTY	525 GOLDEN GATE AV 10TH	SAN FRANCISCO	CA	94102
7		BASSETT	ST	104-12-162	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
8	3800	HOMESTEAD	RD	316-09-045	KAISER FOUNDATION HOSPITALS	1 KAISER PLAZA 15TH F	OAKLAND	CA	94612
9		CENTRAL		230-03-094	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
10				230-03-095	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
11	2600	DE LA CRUZ	BLV	230-03-105	C1-SANTA CLARA LLC	2101 CEDAR SPRINGS RD STE	DALLAS	TX	75201
12	3005	DEMOCRACY	WY	104-04-143	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD STE 426	BURLINGAME	CA	94010
13	2945	TASMAN	DR	104-04-151	INNOVATION COMMONS OWNER LLC	4995 PATRICK HENRY DRIVE	SANTA CLARA	CA	95054
14	3660	THOMAS	RD	104-14-171	TERRENO MIDDLEBROOK LLC	101 MONTGOMERY ST STE	SAN FRANCISCO	CA	94104
15	2437	AMETHYST	DR	216-19-058	WANG, ZHUOXIAN	2437 AMETHYST DR	SANTA CLARA	CA	95051-1136
16	3036	SAN JUAN	AV	220-22-053	WENTZ, DEE TRUSTEE	PO BOX 111597	CAMPBELL	CA	95011-1597
17	2330	BRAY	AV	224-14-072	OSTERELLO, MICHAEL D ET AL	2330 BRAY AVE	SANTA CLARA	CA	95050-4010
18	1695	FREMONT	ST	269-12-019	KUNG, ALMA AND SHEN , ANGELA	1241 GAINSBOROUGH DR	SUNNYVALE	CA	94087-2714
19	2013	STANLEY	AV	269-39-021	DRISKELL, JEFFREY	2013 STANLEY AVE	SANTA CLARA	CA	95050-5718
20	2551	PATRICIA	DR	290-31-002	AGUILERA, RALPH D AND M C	2551 PATRICIA DR	SANTA CLARA	CA	95051-5326
21	2891	HOMESTEAD	RD	290-39-080	XFORTUNE HOMESTEAD ESTATE LLC	798 N 1ST ST	SAN JOSE	CA	95112
22	462	WOODHAMS	RD	293-20-020	THAYER, KEVIN	462 WOODHAMS RD	SANTA CLARA	CA	95051-5629
23	2220	CALLE DE		097-05-057	TASMAN EAST PARCEL 5 OWNER LLC	60 COLUMBUS CIR	NEW YORK	NY	10023
24	2200	CALLE DE		097-05-058	NASH-HOLLAND CALLE DE LUNA	808 WASHINGTON ST STE 500	VANCOUVER	WA	98660-3577

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	Situs			APN			CITY/STATE		
25	1673	EISENHOWER	DR	097-17-013	YABES, AURELIO B AND CARMELITA	3928 CAXTON CT	SAN JOSE	CA	95130-1211
26	1861	NELSON	DR	097-19-040	DILLON, KATHLEEN A	338 COLEMAN DR	SAN RAFAEL	CA	94901
27	2272	CALLE DEL		097-46-025	TRUE SOLAR USA INC	2272 CALLE DEL MUNDO	SANTA CLARA	CA	95054-1005
28	982	LAURIE	AVE	101-07-020	AZUL, EDWIN C AND EVANGELINE B	982 LAURIE AVE	SANTA CLARA	CA	95054-2243
29	3523	MACINTOSH	ST	101-07-039	KARNAD, NIKHIL AND KAWLEKAR ,	3523 MACINTOSH ST	SANTA CLARA	CA	95054-2246
30	3533	MACINTOSH	ST	101-07-040	GAVINA, ROMEL R ET AL	3533 MACINTOSH ST	SANTA CLARA	CA	95054-2246
31	3542	MACINTOSH	ST	101-07-059	WLASCHIN, ROBERT A AND CHAN ,	3542 MACINTOSH ST	SANTA CLARA	CA	95054-2245
32	973	LAURIE	AVE	101-22-029	TRAN, TRUNG AND DO , THUY BICH	973 LAURIE AVE	SANTA CLARA	CA	95054-2242
33		LAFAYETTE	ST	104-01-077	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
34	2950	DEMOCRACY	WA	104-04-065	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD STE 426	BURLINGAME	CA	94010
35	3055	PATRICK	DR	104-04-136	3055 PATRICK HENRY DEVELOPMENT	PO BOX 1120	SAN JOSE	CA	95108
36	2335	ALCALDE	ST	104-05-103	BHATNAGAR, AMIT AND OZA ,	2335 ALCALDE ST	SANTA CLARA	CA	95054-1305
37	2355	ALCALDE	ST	104-05-105	HILARIO, RUFINA F TRUSTEE	2355 ALCALDE ST	SANTA CLARA	CA	95054-1305
38	2375	ALCALDE	ST	104-05-107	NGUYEN, PHUONG THANH AND	2635 BRITT WAY	SAN JOSE	CA	95148-2573
39	2337	SILVERIA	CT	104-05-113	LAI, TZER S TRUSTEE & ET AL	2337 SILVERIA CT	SANTA CLARA	CA	95054-1352
40	4767	GILLMOR	ST	104-05-116	VU, TO HOAI THI	4767 GILLMOR ST	SANTA CLARA	CA	95054-1325
41		FILLMORE	ST	104-10-077	VNUS INVESTMENT GROUP LLC	7300 ALEXIS MANOR PL	SAN JOSE	CA	95120-0000
42		LAFAYETTE	EXP	104-11-082	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
43		CHEENEY	ST	104-12-025	MARUTI BUILDERS LLC	859 ALISAL CT	MILPITAS	CA	95035-4501
44		CHEENEY	ST	104-12-026	MARUTI BUILDERS LLC	859 ALISAL CT	MILPITAS	CA	95035-4501
45		BASSETT	ST	104-12-154	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
46		MISSION	BL	104-13-103	AMAZON DATA SERVICES INC	P.O. BOX 80416	SEATTLE	WA	98108-0416
47		BASSETT	ST	104-14-145	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179
48		BASSETT	ST	104-38-001	UNION PACIFIC RAILROAD	1400 DOUGLAS ST. STOP 1690	OMAHA	NE	68179

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	Situs			APN			CITY/STATE		
49		FREEDOM	CIR	104-40-021	CRE-GS FREEDOM CIRCLE PHASE I	465 MEETING ST STE 5	CHARLESTON	sc	29403
50	3925	FREEDOM	CIR	104-40-036	CRE GS FREEDOM CIRCLE PHASE I	465 MEETING ST STE 5	CHARLESTON	SC	29403
51	2368	SAWYER	CT	104-46-032	CRAWLEY, WILLIAM L TRUSTEE & ET	2075 PIONEER CT	SAN MATEO	CA	94403
52	2343	RAMBO	CT	104-46-072	RANGEL, ANTHONY T AND MISTY	2343 RAMBO CT	SANTA CLARA	CA	95054-1340
53	2722	LYLE	CT	216-02-079	JAIN, VARUN AND HRISHIKESH ,	586 JAYNE CT	SAN JOSE	CA	95133-0000
54	2116	QUINN	AVE	216-09-069	CHEN, ZIXU ET AL	2116 QUINN AVE	SANTA CLARA	CA	95051-1839
55	2475	PAINTED ROCK	DR	216-16-007	CAI, HAOWEI ET AL	2475 PAINTED ROCK DR	SANTA CLARA	CA	95051-1121
56	2485	PAINTED ROCK	DR	216-16-008	LINDSEY, CONCEPCION TRUSTEE	898 AMADOR AVE	SUNNYVALE	CA	94085-3427
57	2495	PAINTED ROCK	DR	216-16-009	FILES, NANCY D	2495 PAINTED ROCK DR	SANTA CLARA	CA	95051-1121
58	2515	PAINTED ROCK	DR	216-16-011	XU, STEVEN P ET AL	2515 PAINTED ROCK DR	SANTA CLARA	CA	95051
59	2552	PAINTED ROCK	DR	216-19-035	TOORANS, SUE M	2552 PAINTED ROCK DR	SANTA CLARA	CA	95051-1124
60	2427	AMETHYST	DR	216-19-057	HE DAIWEI AND CHEN CHENG	2427 AMETHYST DR	SANTA CLARA	CA	95051-1136
61	2517	AMETHYST	DR	216-19-070	STRUTNER, KOOGEELAM	2517 AMETHYST DR	SANTA CLARA	CA	95051-1138
62	2533	AMETHYST	DR	216-19-074	JIANG, CHENZI AND CHEN , ZIXING	2533 AMETHYST DR	SANTA CLARA	CA	95051-1138
63	2625	MEADOWBRO	DR	216-19-077	PHAM, ALEXANDER TUAN TRUSTEE	3619 IMPRESARIO WAY	SAN JOSE	CA	95127-0000
64	2526	AMETHYST	DR	216-20-083	WEN, JIDA	267 ALTURAS AVE	SUNNYVALE	CA	94085-3001
65	2426	AMETHYST	DR	216-20-097	HARO, ANDREA R TRUSTEE	2426 AMETHYST DR	SANTA CLARA	CA	95051-1137
66	2900	LAKESIDE	DR	216-30-048	CS LAKESIDE SANTA CLARA LLC	17 COPORATE PLAZA UNIT	NEWPORT BEACH	CA	92660
67	3625	PETERSON	WA	216-30-049	BXP PETERSON LP	4 EMBARCADERO CTR	SAN FRANCISCO	CA	94111
68	2101	ROCKHURST	CT	220-13-041	BELARDES, MARCUS J AND DENISE E	2101 ROCKHURST CT	SANTA CLARA	CA	95051-1927
69	3565	NOTRE DAME	DR	220-18-028	CHUN, YOUNGIL TRUSTEE & ET AL	1451 W BOROS CT	LA HABRA	CA	90631
70	2230	SANTA CRUZ	AV	220-22-121	MENG, PENGQUAN ET AL	2230 SANTA CRUZ AVE	SANTA CLARA	CA	95051-1658
71	3121	SANTA MARIA	AV	220-22-124	LAMACHY, BARBARA J	3121 SANTA MARIA AVE	SANTA CLARA	CA	95051-1619
72	3131	SANTA MARIA	AV	220-22-125	LI, BING AND XUE , FENG	3131 SANTA MARIA AVE	SANTA CLARA	CA	95051-1619

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	Situs			APN			CITY/STATE		
73	3171	SANTA MARIA	AV	220-22-129	ZHOU, ZILONG	3171 SANTA MARIA AVE	SANTA CLARA	CA	95051-1619
74	3040	SANTA MARIA	AV	220-24-060	TOH, YUTING ET AL	3040 SANTA MARIA AVE	SANTA CLARA	CA	95051-1647
75	2763	CABRILLO	AVE	220-25-105	FUNG, KWOK WING AND CARRIQ	2368 SHORESIDE CT	SANTA CLARA	CA	95054-1350
76	2973	JERALD	AVE	220-32-033	HUSTON, T M	2973 JERALD AVE	SANTA CLARA	CA	95051-2927
77	850	WALSH	AVE	224-04-005	L.A.W. LLC	330 COMMERCIAL ST	SAN JOSE	CA	95112-4403
78	614	WALSH	AVE	224-04-075	HARO, ESTANISLAO T AND MARTHA	12395 COLUMBET AVE	SAN MARTIN	CA	95046
79	960	CENTRAL	EXP	224-07-099	AMAZON DATA SERVICES INC	P.O. BOX 80416	SEATTLE	WA	98108
80	1693	LOS PADRES	BL	224-17-054	DECOT, DAVID C	1693 LOS PADRES BLVD	SANTA CLARA	CA	95050-4042
81	2075	CABRILLO	AVE	224-19-093	POLON, JOAN TRUSTEE	2075 CABRILLO AVE	SANTA CLARA	CA	95050-3612
82	1857	CABRILLO	AVE	224-21-021	ZHENG, DAO-CHEN AND WANG , HUI	7911 OCTOBER WAY	CUPERTINO	CA	95014-4124
83	1836	CABRILLO	AVE	224-21-028	DHOPLE, DANIKA M TRUSTEE	1836 CABRILLO AVE	SANTA CLARA	CA	95050-3707
84	1282	CABRILLO	AVE	224-22-086	HU, WEIZE	1282 CABRILLO AVE	SANTA CLARA	CA	95050-3502
85	1922	MAIN	ST	224-23-011	KAUR, DALJIT	10074 DONA NEELY WAY	ELK GROVE	CA	95757
86	1918	MAIN	ST	224-23-013	MONACO, LEWIS F ET AL	1918 MAIN ST	SANTA CLARA	CA	95050
87	1975	MAIN	ST	224-23-051	LE, DUC	1975 MAIN ST	SANTA CLARA	CA	95050-3808
88	1688	MAIN	ST	224-26-021	SERASSIO, JAMES P TRUSTEE	1688 MAIN ST	SANTA CLARA	CA	95050-4245
89	1871	MAIN	ST	224-27-089	LUK, AMY P H TRUSTEE	3410 GEARY BLVD STE #343	SAN FRANCISCO	CA	94118
90	1611	MAIN	ST	224-28-010	CHENG, TAI-ENN AND LO , VICKIE	1611 MAIN ST	SANTA CLARA	CA	95050
91	1621	MAIN	ST	224-28-011	ARCHIBEQUE, FLORA A	5520 MAPLECREST CT	SAN JOSE	CA	95123-3025
92	998	CIVIC CENTER	DR	224-28-053	LE, TOM TUONG QUOC TRUSTEE	P.O.BOX 11555	COSTA MESA	CA	92627
93	2028	STAATS	WA	224-31-090	ANSARI, BIJAN	2028 STAATS WAY	SANTA CLARA	CA	95050-3333
94	2245	ELLENA	DR	224-32-085	KODALI SIVA NAGENDRA RAO AND	PO BOX 2807	SANTA CLARA	CA	95055
95	2265	ELLENA	DR	224-32-087	SILICON VALLEY HOMESTEADS LLC	P.O. BOX 2807	SANTA CLARA	CA	95055
96	2240	DE LA CRUZ	BL	230-03-077	ETTEFAGH, FARAJOLLA TRUSTEE &	2342 STEVENS CREEK BLVD	SAN JOSE	CA	95128

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	Situs			APN			CITY/STATE		
97	525	MATHEW	ST	230-03-090	NEWARK GROUP INDUSTRIES INC	525 MATHEW ST	SANTA CLARA	CA	95050-3001
98	2655	THE ALAMEDA		230-12-012	KAPITAL ALAMEDA LLC	1999 S BASCOM AVE UNIT 250	CAMPBELL	CA	95008
99	1206	SHERWOOD	AVE	230-16-030	SHEN, YICHAO AND ZHENG ,	193 ATHENA CT	MOUNTAIN VIEW	CA	94043-0000
100	1106	MONROE	ST	269-13-062	VELASCO, BAMBI ET AL	1106 MONROE ST	SANTA CLARA	CA	95050
101	1175	LAFAYETTE	ST	269-16-056	1175 LAFAYETTE LLC	16235 GREENWOOD LN	LOS GATOS	CA	95030
102	689	MORENO	LN	269-31-056	LEE, WEN-CHEN AND ULINSKAS ,	1014 PARADISE WAY	PALO ALTO	CA	94306
103	2245	NEWHALL	ST	269-58-014	DE SOUSA PINTO, JOAO MOREIRA	2245 NEWHALL ST	SANTA CLARA	CA	95050-5810
104	3590	EL CAMINO		290-01-115	MATUSICH, WILLIAM TRUSTEE & ET	2323 S BASCOM AVE	CAMPBELL	CA	95008
105	3570	EL CAMINO		290-01-117	MATUSICH, WILLIAM TRUSTEE & ET	2323 S BASCOM AVE	CAMPBELL	CA	95008
106		EL CAMINO		290-02-087	AT&T COMMS OF CALIF INC	1090 E DUANE AVE	SUNNYVALE	CA	94085-2623
107	2240	EL CAMINO		290-10-090	US ALLIANCE HOLDEN OF	2525 E CAMELBACK RD STE	PHOENIX	AZ	85016
108	2232	EL CAMINO		290-10-091	US ALLIANCE HOLDEN OF	2525 E CAMELBACK RD STE	PHOENIX	AZ	85016
109	1118	LAS PALMAS	DR	290-14-095	TOBACCO, RICHARD J	1118 LAS PALMAS DR	SANTA CLARA	CA	95051-3922
110	1295	BUCHANAN	DR	290-14-144	IBRAGIMOV, EEDEM AND GRIGINA ,	1295 BUCHANAN DR	SANTA CLARA	CA	95051-3950
111	1355	BUCHANAN	DR	290-14-150	GUINASSO, EDWIN A TRUSTEE	PO Box 760	San Jose	CA	95106-0760
112	1177	WHITE	DR	290-14-180	FOSTER, JOSEPH A ET AL	1177 WHITE DR	SANTA CLARA	CA	95051-3933
113	2991	ORTHELLO	WA	290-17-082	SCHULTZ, JANET TRUSTEE	2991 ORTHELLO WAY	SANTA CLARA	CA	95051-3756
114	3012	ORTHELLO	WA	290-18-006	YU XIAOHUA AND XIA QING	3030 ORTHELLO WAY	Santa Clara	CA	95051
115	2932	ORTHELLO	WA	290-18-010	YAMAICHI, RUSSELL J TRUSTEE	2932 ORTHELLO WAY	SANTA CLARA	CA	95051-3768
116	3100	HUMBOLT	AVE	290-19-019	TO, DUC TAN AND NGUYEN ,	3129 BUTTE ST	SANTA CLARA	CA	95051-3711
117	978	WHITE	DR	290-30-008	LI, YUXIN AND ZHAO , GUOPING	1118 GREYSTONE ST	STILLWATER	OK	74074
118	944	WHITE	DR	290-30-014	LIN, THURA AND JENNY C T	944 WHITE DR	SANTA CLARA	CA	95051-5315
119	2513	HAYWARD	DR	290-31-052	2513 HAYWARD DRIVE LLC	78 ROBLEDA DR	ATHERTON	CA	94027
120	2509	HAYWARD	DR	290-31-053	MORRILL, WESTBROOK K III AND	2509 HAYWARD DR	SANTA CLARA	CA	95051-5303

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	Situs			APN		CITY/STATE		
121	1014	LAS PALMAS	DR	290-31-054	ENYEDI, ROBERT AND DANIELA	1014 LAS PALMAS DR	SANTA CLARA	CA 95051-5309
122	953	WHITE	DR	290-31-069	ZHU LIPING JULIA	953 WHITE DR	SANTA CLARA	CA 95051-5314
123	1088	BLACKFIELD	CT	290-32-008	RAJU, JAGDEEP N AND NAGARAJ ,	1088 BLACKFIELD CT	SANTA CLARA	CA 95051-5301
124	1224	BLOCK	DR	290-42-076	DIONISIO, JOHN R AND NAHURSKI	1224 BLOCK DR	SANTA CLARA	CA 95050-4411
125	2930	HOMESTEAD	RD	293-17-084	WOODHAM PROPERTY	PO BOX 2041	LOS GATOS	CA 95031-2041
126	593	FLANNERY	ST	293-19-032	BRADLEY, JANICE L ET AL	672 TRAMWAY DR	MILPITAS	CA 95035-3605
127	2936	FORBES	AVE	293-19-034	BROWN, BRENDA J RUCKER	2936 FORBES AVE	SANTA CLARA	CA 95051-6114
128	492	WOODHAMS	RD	293-20-018	ANDREWS, JOHN R AND SANDRA K	492 WOODHAMS RD	SANTA CLARA	CA 95051-5629
129	2274	FORBES	AVE	294-05-005	HAN DONGHYEOK AND LEE JIWOO	2274 FORBES AVE	SANTA CLARA	CA 95050-5608
130	2264	FORBES	AVE	294-05-006	THOMPSON, ROSS W AND SUSAN	2264 FORBES AVE	SANTA CLARA	CA 95050-5608
131	605	MALARIN	AVE	294-07-021	DEVENDRAPPA, DARSHAN M AND	605 MALARIN AVE	SANTA CLARA	CA 95050-6958
132	653	MALARIN	AVE	294-07-030	FRANKLIN, ANDREW J AND NICOLA J	653 MALARIN AVE	SANTA CLARA	CA 95050-6958
133	634	MALARIN	AVE	294-07-051	ZHU BAIJUN AND ZHANG RUI	634 MALARIN AVE	SANTA CLARA	CA 95050-6942
134	2257	FORBES	AVE	294-08-054	SOUZA, ALLAN C ET AL	2257 FORBES AVE	SANTA CLARA	CA 95050-5631
135	759	CLARA VISTA	AV	294-15-042	TRAN, ANDRE HUY ET AL	759 CLARA VISTA AVE	SANTA CLARA	CA 95050-5152
136	758	CLARA VISTA	AV	294-15-043	ASHRAF, AMEEN AND SHAGUFTA ,	758 CLARA VISTA AVE	SANTA CLARA	CA 95050-5153
137	725	LOS OLIVOS	DR	294-15-068	SLUMAN, CHRISTOPHER B AND	725 LOS OLIVOS DR	SANTA CLARA	CA 95050-5526
138	735	LOS OLIVOS	DR	294-15-070	GEBING, JOHN AND CECILE TRUSTEE	735 LOS OLIVOS DR	SANTA CLARA	CA 95050-5526
139	759	LOS OLIVOS	DR	294-15-075	KIROS, ESKINDER	759 LOS OLIVOS DR	SANTA CLARA	CA 95050-5526
140	2628	FORBES	AVE	294-24-017	PHADKE, NINAD AND RUJUTA	250 HILLSDALE AVE	SANTA CLARA	CA 95051-6308
141	2728	FORBES	AVE	294-26-021	LAM, LAISZ D TRUSTEE	2728 FORBES AVE	SANTA CLARA	CA 95051-6249
142	2615	MAPLEWOOD	LN	294-29-021	FRANCISCO, CHRISTINA	2615 MAPLEWOOD LN	SANTA CLARA	CA 95051-6235
143	2791	PRUNERIDGE	AVE	294-31-040	SINGH, RAHUL N AND GHOSH , SMITA	2791 PRUNERIDGE AVE	SANTA CLARA	CA 95051-6237
144	2790	PRUNERIDGE	AVE	294-32-034	LI, BENNY W AND LUO , YUYA	2790 PRUNERIDGE AVE	SANTA CLARA	CA 95051-6238

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	Situs			APN					
145	92	CLAREMONT	AVE	296-17-005	WANG, WEN CHUN AND YANG ,	92 CLAREMONT AVE	SANTA CLARA	CA	95051-6640
146	3498	GIBSON	AVE	296-18-012	TIBBETTS FAMILY REVOC TR 8/3/12	11016 162ND AVE NE	REDMOND	WA	98052
147	3552	BENNETT	AVE	296-18-039	SA, SILIN AND YANG , YANG	417 S GENEVIEVE LN	SAN JOSE	CA	95128-5111
148	132	CLAREMONT	AVE	296-19-005	LEE, CHAYONG AND KIM , HAEJIN	132 CLAREMONT AVE	SANTA CLARA	CA	95051-6642
149	150	ELMHURST	CT	296-19-022	MEHTA, YATRIK H AND MINAL Y	150 ELMHURST CT	SANTA CLARA	CA	95051-6647
150	3533	ELMHURST	AVE	296-19-036	CHEN, TAIYING AND SHIH , YING	1600 AMPHITHEATRE PKWY	MOUNTAIN VIEW	CA	94043-0000
151	3551	ELMHURST	AVE	296-19-039	RAMESH, SUHAS KUMAR S AND	3551 ELMHURST AVE	SANTA CLARA	CA	95051-6645
152	973	WOOD DUCK	CT	313-19-031	FLYNN, BRIAN ET AL	973 WOOD DUCK CT	SANTA CLARA	CA	95051-4516
153	977	WOOD DUCK	CT	313-19-032	CAMPBELL, JEAN T TRUSTEE	977 WOOD DUCK CT	SANTA CLARA	CA	95051-4516
154	3131	HUMBOLT	AV	290-19-023	BASHAM EVERETT F JR ET AL	1143 CRESPI DR	SUNNYVALE	CA	94086-7040
155	1725	TOWNSEND	Ave	220-07-044	ROMERO YVONNE M	1725 TOWNSEND AVE	SANTA CLARA	CA	95051-2721
156	1801	NELSON	DR	097-19-037	JUAREZ JENNETTE L	243 N. 33RD STREET	SAN JOSE	CA	95116
157	1952	EISENHOWER	DR	097-19-047	KUANG, WEIWEI	1952 EISENHOWER DR	SANTA CLARA	CA	95054
158	1914	AVENIDA DE		097-42-078	FONTANA MARC J	1914 AVENIDA DE LOS ROSAS	SANTA CLARA	CA	95054
159	4913	AVENIDA DE		097-42-083	HSU KANG S AND SHUR M	3673 ROWLEY DR	SAN JOSE	CA	95132
160	3543	MACINTOSH	ST	101-07-041	RAPISURA SUZANNE M	3543 MACINTOSH ST	SANTA CLARA	CA	95054
161	3055	DEMOCRACY	WA	104-04-142	INNOVATION COMMONS OWNER LLC	433 AIRPORT BLVD, STE 426	BURLINGAME	CA	94010
162	2303	GIANERA	ST	104-06-037	GIANERAL ST ESTATE LLC	188 S LUNDY AVE UNIT 200	SAN JOSE	CA	95131
163	4163	CHEENEY	ST	104-12-103	YAKUPITIYAGE SARATH AND PARRY	565 ALBION AVE	WOODSIDE	CA	94062
164	2472	PAINTED	DR	216-19-043	SUNDARARAMAN SETHURAMAN	2472 PAINTED ROCK DR	SANTA CLARA	CA	95051-1122
165	2855	EL CAMINO		220-31-082	TEIXEIRA LEO ET AL	PO BOX 307	KERMAN	CA	93630-0307
166	2895	EL CAMINO		220-31-083	TEIXEIRA LEO ET A	PO BOX 307	KERMAN	CA	93630-0307
167	945	REEVE	ST	224-27-052	BLANDFORD MARLENE TRUSTEE	1035 SUNLITE DR	SANTA CLARA	CA	95050-5120
168	2267	PASETTA	DR	224-32-060	KONDASANI YAMINI AND KODALI	2267 PASETTA DR	SANTA CLARA	CA	95050-6861

2026 WEED ABATEMENT PROGRAM
CITY OF SANTA CLARA
COMMENCEMENT REPORT

Exhibit A

	Situs				APN			CITY/STATE		
169	2351		WILLIAM	DR	224-32-092	JALADI RAMESH BADU VENKATA S	2435 VIA DE LOS MILAGROS	PLEASANTON	CA	94566
170	2360		GALWAY	CT	224-32-098	BHATT RUCHI & SAKET, BHATT	1873 ANNE WAY	SAN JOSE	CA	95124
171	2359		GALWAY	CT	224-32-101	KOESTER WILLIAM H AND FAYE C	201 BANCROFT RD	BURLINGAME	CA	94010
172	1463		JACKSON	ST	269-05-011	ASCUNA VICTOR AND ZULMA ET A	1463 JACKSON ST	SANTA CLARA	CA	95050
173	1473		JACKSON	ST	269-05-056	CARDENAS RICKEY W AND	1473 JACKSON STREET	SANTA CLARA	CA	95050
174	1425		BENTON	ST	269-13-037	HU JIE AND MA GUANYING	4560 BALMORAL PARK CT	FREMONT	CA	94538
175	2538		HAYWARD	DR	290-14-112	MANDRUSOV VLADIMIR AND MIRA	2538 HAYWARD DRIVE	SANTA CLARA	CA	95051
176	3250		PRINCETON	WY	293-04-001	SLUSHER CASSANDRA R ET AL	3250 PRINCETON WAY	SANTA CLARA	CA	95051-5522
177	661		FLANNERY ST		293-18-058	PARKHURST RAY AND MICHELENE	661 FLANNERY ST	SANTA CLARA	CA	95051-5544
178	392		HAYES	AVE	296-09-043	CHAN-TAN-WONG	11810 HENLEY LN	Los Angeles	CA	90077
179	3712	E.	EL CAMINO		313-06-008	SCS GATEWAY LLC	4546 EL CAMINO REAL STE	LOS ALTOS	CA	94022
180	2755		LAFAYETTE	ST	224-04-062	WITKIN PROPERTIES LP	188 TWIN OAKS DR	LOS GATOS	CA	95032-5649
181	2473		ELLIOT	ST	216-11-064	ADISESHAN, MAMTHA	2473 ELLIOT ST	SANTA CLARA	CA	95051-1864
182	989		CHERRY	LN	290-22-060	KHANORKAR DEEPAK S AND	989 CHERRY LN	SANTA CLARA	CA	95051-4640
183	771		HARVARD	Av	293-04-040	GREGGANS CHERYL TRUSTEE	11411 ENCHANTO VISTA DR	SAN JOSE	CA	95127-1329
184			BASSETT	ST	104-15-081	UNION PACIFIC CO	10031 FOOTHILLS BLVD	ROSEVILLE	CA	95747
185	4430		BASSETT	ST	104-10-052	MILLFELT RAYMOND TRUSTEE	4001 DAVIS ST	SANTA CLARA	CA	9554-2536
186	2125		QUINN	AV	216-11-017	ADL-TABATABAI ALI	2125 QUINN AVE	SANTA CLARA	CA	95051
187	4901		AVENIDA DE		097-42-047	RICASA RIZALINO S ET AL	2091 CORTE PRIMAVERA	SANTA CLARA	CA	95054
188	1711		MAIN	St	224-27-001	HATCH TIMOTHY S AND LORIANA K	1711 MAIN ST	SANTA CLARA	CA	95050-3804
189	2598		DIXON	Dr	290-38-004	SULTANA CHAND	2598 DIXON DR	SANTA CLARA	CA	95051-5319
190	1037		HARRISON	St	269-05-045	CHAN TOM CHI AND JIANG XUEMAN	1037 HARRISON ST	SANTA CLARA	CA	95050-4201
191	2150		COOLIDGE	Dr	216-10-028	JYUNG JANG M AND JONG S ET AL	2150 COOLIDGE DR	SANTA CLARA	CA	95051-1811
192	1648		LOS PADRES	Bl	224-14-025	HSIAO FRANK HSU-HUNG ET AL	400 Margarita Ave	Palo Alto	CA	94306

2026 WEED ABATEMENT PROGRAM
CITY OF SANTA CLARA
COMMENCEMENT REPORT

Exhibit A

	Situs			APN			CITY/STATE		
193	1575	POMEROY	Av	290-03-089	SKYRUN INVESTMENT INC	450 S 19TH ST	SAN JOSE	CA	95116
194	2951	MONROE	St	216-18-023	BRADFORD CLIFFORD AND	PO BOX 2158	SANTA CLARA	CA	95055-2158
195	618	OAKWOOD	Dr	101-25-073	HERITAGE COURT HOLDINGS LLC	1390 SOUTHGATE AVE	DALY CITY	CA	94015
196	676	MALARIN	Ave	294-07-042	VERGA MICHAEL J AND GILLIAN	46 BROADWAY AVE	LOS GATOS	CA	95030
197	3407	SANTA	Ave	220-10-002	FRYE MARGARET M TRUSTEE	3407 SANTA BARBARA AVE	SANTA CLARA	CA	95051-2130
198	4203	CHEENEY	ST	104-12-151	MILLFELT RAYMOND H	4001 DAVIS ST	SANTA CLARA	CA	95054-2536
199	4919	AVENIDA DE		097-42-026	BANKS AARON W	4919 AVENIDA DE LOS	SANTA CLARA	CA	95054-1428
200	191	MUIR	AV	296-14-069	LEE CHEOLWHAN AND HYUNAH	191 MUIR AVE	SANTA CLARA	CA	95051-6625
201	3775	EL CAMINO		213-35-035	K-D-W SANTA CLARA	11150 SANTA MONICA BLVD	LOS ANGELES	CA	90025-3386

2026 WEED ABATEMENT PROGRAM - COMMENCEMENT REPORT - CITY OF SANTA CLARA									
	Street No.	Street Name		APN	Enrolled By	Overgrown	Recommend Removal	State	Notes
187	4901	AVENIDA DE CARMEN		097-42-047	County of Santa Clara		**Yes**		
199	4919	AVENIDA DE LOS ARBOLES		097-42-026	County of Santa Clara		**No**		
185	4430	BASSETT	ST	104-10-052	County of Santa Clara		**No**		
184		BASSETT (RIGHT OF WAY)	ST	104-15-081	County of Santa Clara		**No**		
198	4203	CHEENEY	ST	104-12-151	County of Santa Clara		**No**		
182	989	CHERRY	LN	290-22-060	County of Santa Clara		**No**		CDD Weeds 10/24/23, 2 NOV's issued
191	2150	COOLIDGE	DR	216-10-028	County of Santa Clara		**No**		CDD Weeds, 09/25/20, 06/07/24
189	2598	DIXON	DR	290-38-004	County of Santa Clara		**Yes**		PW Weeds, 07/03/25
201	3775	EL CAMINO REAL		213-35-035	CDD on 02/09/26		**No**		CDD Weeds, 5/26/25, 6/08/25, 2/9/26
190	1037	HARRISON	ST	269-05-045	County of Santa Clara		**Yes**		
183	771	HARVARD	Av	293-04-040	CDD on 05/06/25		**No**		CDD & PW, 10 complaints within last 3 years
192	1648	LOS PADRES	BL	224-14-025	County of Santa Clara		**No**		PW Weeds, 02/17/26
188	1711	MAIN	ST	224-27-001	CDD on 07/15/25		**No**		
196	676	MALARIN	AVE	294-07-042	County of Santa Clara		**Yes**		PW Weeds, 08/05/25
194	2951	MONROE	ST	216-18-023	County of Santa Clara		**No**		PW Weeds, 6/18/24
200	191	MUIR	AV	296-14-069	County of Santa Clara		**No**		
195	618	OAKWOOD	DR	101-25-073	CDD on 07/25/24		**No**		CDD Weeds, 6/24/24, 8/1/24, 5/16/25, 10/3/25
193	1575	POMEROY	AV	290-03-089	County of Santa Clara		**No**		CDD & PW, 4 in 2025 & 1 in 2026
186	2125	QUINN	AV	216-11-017	CDD on 9/2/25		**No**		CDD & PW, 5/5/25, 6/26/25, 7/4/25
197	3407	SANTA BARBARA	AVE	220-10-002	CDD on 07/18/25 & 09/13/24		**No**		CDD & PW

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ORDERING THE ABATEMENT OF A NUISANCE CONSISTING OF GROWING WEEDS IN THE CITY OF SANTA CLARA.

WHEREAS, on February 11, 2026, the City Council of the City of Santa Clara adopted a Resolution declaring weeds to be a public nuisance in the manner provided in Chapter 8.15 of the Santa Clara City Code;

WHEREAS, Subsequently, the City of Santa Clara published a Notice to Destroy Weeds and notice of public hearing informing residents of the City that the growing of weeds had been declared a nuisance, that residents were ordered to abate any such condition on their property, that a failure to abate such a condition would result in the City taking remedial action and assessing against such property the costs of abatement;

WHEREAS, the City has entered into an agreement with the County of Santa Clara entitled, “Amended and Restated Agreement between the County of Santa Clara and the City of Santa Clara for Weed Abatement Services," most recently approved on February 22, 2022, a copy of which is on file in the Office of the City Clerk (“Agreement”);

WHEREAS, pursuant to this Agreement with the County, non-compliant properties were inspected and added to the 2026 Commencement Report where appropriate;

WHEREAS, On March 24, 2026, a public hearing was held to hear and consider all objections to the proposed destruction or removal of such weeds on the properties set forth in the Commencement Report, and

WHEREAS, no protests have been received by the City Council protesting the abatement of the nuisance, or if such protest(s) were received they were either allowed or overruled as required by City Code, so the City Council deems it to be in the best interests of the City to direct the County Consumer and Environmental Protection Agency to commence abatement of the nuisance of weeds growing in the City of Santa Clara, pursuant to the Agreement.

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

1. That the County of Santa Clara Consumer and Environmental Protection Agency shall abate the nuisance in the manner provided by the Agreement, City Code, and applicable State law. The County Consumer and Environmental Protection Agency is hereby directed to give notice by mail to the owner or owners of each individual parcel of land upon which weeds will be abated by the City at least ten (10) days before abatement. The notice shall be given by mail, addressed to the owner at their last known address, as shown on the last County equalized assessment roll. Meanwhile, and before the expiration of the notification period, any owner may voluntarily abate the nuisance. Said parcel or lot of land will still be added to the Commencement List for ongoing monitoring.

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 24TH DAY OF MARCH, 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. City of Santa Clara Public Notice to Destroy Weeds
2. 2026 County Weed Abatement Commencement Report

26-135 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT

Public Hearing: Opportunity for Public Comment on the First Version of the DRAFT FY 2026/27 Annual Action Plan for the Use of Federal Housing and Urban Development (HUD) Grant Funds

BACKGROUND

As an entitlement agency, the City of Santa Clara receives annual funding from the United States Department of Housing and Urban Development (HUD) in the form of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds. CDBG funds can be used to provide public services and funding for Capital Improvement projects that serve residents in Santa Clara. HOME funds can be used for the development of affordable housing and for providing rental assistance. The City does not compete for these funds, and the amount awarded each year is based on a population-based formula and the federal budget.

Every five years, HUD requires the City to prepare a Five-Year Consolidated Plan (Consolidated Plan), which identifies broad goals and needs within the community that could be addressed through the use of HUD funding. The City's current Consolidated Plan covers 2025-2029. HUD also requires the City to submit an Annual Action Plan (AAP) each fiscal year.

The AAP details how CDBG, HOME and local funding allocations will be used in a given year by the City to address the goals and needs identified in the Consolidated Plan. The 2026/27 AAP covers the second year of the 2025-2029 Consolidated Plan cycle. The purpose of this report is to gather public input on the programs the City proposes to fund in the 2026/27 fiscal year (FY).

DISCUSSION

The FY 2026/27 AAP is a one-year Plan that details how HUD funds will be spent on projects and activities to address goals and needs identified in the Consolidated Plan. The AAP also allocates funds from prior year activities and projects that did not fully spend down, and funds that have come back to the City as Program Income (PI) when loans are repaid. This year's AAP includes $180,000 in prior year funds from FY 2025/26.

At the time of this report, the City has not finalized the acceptance or signed its Federal Grant Agreements with HUD for FY 2025/26 funding. This delay is due to a number of factors including the government shutdown and legal concerns with new terms and conditions set forth in the Federal Grant Agreements and new federal polices for entitlement funding. City staff is continuing to work on these issues, including the initiation of legal remedies, the outcome of which remains pending. Due to this delay in accepting HUD funding, Public Services that were programmed for FY 2025/26 were not funded. HUD regulations restrict the amount of CDBG funds that can be spent on Public Services each year (i.e., the Public Service Cap) so $180,000 must now be reprogrammed into the FY 2026/27 Annual Action Plan for Capital Improvement Projects. HUD typically announces actual

allocations to jurisdictions in the spring of each year once the federal budget is finalized. All numbers in the AAP are subject to change prior to the presentation of the final FY 2026/27 AAP at the second and final public hearing.

HUD requires that the public be provided two opportunities to offer input on the development of the AAP; once during the development of the draft AAP, and once prior to submission of the final version to HUD. This meeting is the first of the two required public hearings. Public comment will be included in the final version of the AAP which is scheduled to be presented to the City Council on May 5, 2026. The final version of the AAP will be submitted to HUD on or before May 15, 2026.

In early 2025 a Notice of Funding Availability (NOFA) was made available to not-for-profits (NFPs) through a competitive process and was intended to fund NFPs for three years. City Council approved the NFPs through the annual action plan. Since this is year two of the plan, the City will continue to fund the already selected NFPs.

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 estimated total program resources for FY 2026/27 are $1,580,000 in CDBG funds and $770,000 in HOME funds for a total amount of $2,350,000. In addition to HUD funding, the Community Development Department’s budget includes ongoing appropriations of approximately $89,459 in the General Fund, $223,677 in the City Affordable Housing Fund, and $250,000 in the City Housing Successor Fund. These annual amounts are subject to the appropriation of funds. These appropriations, in conjunction with the estimated new entitlement funds, would be used to support the goals set forth in the City’s Consolidated Plan.

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.

After tonight’s public hearing is complete, there will be further updates, and a final version of the AAP will be available for public review for a 30-day public comment period before the second and final public hearing scheduled on May 5, 2026.

The Draft AAP was posted February 20, 2026 for the first public hearing. The 30-day public comment period for the final version will be from April 2, 2026 - May 5, 2026. The final AAP will be

made available on the City's website, and at public locations including the City Clerk's Office, the Housing and Community Services Division, and City Libraries. Notification of the availability of the Draft AAP was also emailed to interested parties which include local nonprofit agencies.

RECOMMENDATION

Approve the 2026-2027 DRAFT Annual Action Plan and direct staff to include public comments in the final version to be presented to the City Council on May 5, 2026.

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

ATTACHMENTS

1. 2026-2027 Annual Action Plan DRAFT
2. 2026-2027 Annual Action Plan Breakdown - HUD Funds

City of Santa Clara
The Center of What's Possible

Housing & Community Services Division
1500 Warburton Avenue,
Santa Clara, CA 95050
(408) 615-2490

2026-2027
Annual Action Plan

Prepared by: City of Santa Clara
Housing and Community Services Division,
Community Development Department
1500 Warburton Ave.
Santa Clara, CA 95050
(408) 615-2490

DRAFT

NOTE: Areas highlighted in yellow are subject to change once it is known how much federal funding the City receives.

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AP-05 Executive Summary – 91.200 (c), 91.220 (b)

1. Introduction

The City of Santa Clara (City) is an entitlement city that receives federal funding from the Department of Housing and Urban and Development (HUD). The City receives Community Development Block Grant (CDBG) funds and HOME and Investment Partnerships (HOME) funds.

CDBG funds address community development needs through public service activities and capital improvement projects. At least seventy percent (70%) of gross funding is used to serve low- to moderate- income households. Eligible projects and activities must meet one of the following national objectives: 1) Benefit low- and moderate- income persons; 2) Prevention or elimination of slums or blight; or 3) Address community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other funding is not available.

HOME funds are used for the development of affordable housing options such as building, and/or rehabilitating affordable rental housing and providing direct Tenant Based Rental Assistance to low-income households.

The City is required to develop a 5-Year Consolidated Plan that identifies the goals and needs of the community. During the Consolidated Plan cycle, the City must develop Annual Action Plans (AAPs) which detail projects and activities to be funded during the program year in support of the identified goals and needs. In 2025, the City collaborated with the County of Santa Clara and other entitlement jurisdictions to develop the 5-year Consolidated Plan. The Consolidated Plan identifies and prioritizes public services and housing-related needs across the region and for the City of Santa Clara. The purpose of the Consolidated Plan is to guide the City to:

- Assess their affordable housing and community development needs and market conditions,
- Make data-driven, place-based investment decisions; and
- Conduct community-wide discussions to identify housing and community development priorities that align and focus on eligible activities for HUD funding.

The 5-Year Consolidated Plan is supported by the Annual Action Plan (AAP). The AAP documents annually how the City anticipates it will use HUD funding consistent with the goals and needs identified in the Consolidated Plan. This is the second AAP for the 2025-2030 Consolidated Plan cycle.

2. Summarize the objectives and outcomes identified in the Plan

The Annual Action Plan supports the goals and needs identified in the Consolidated Plan as stated below:

- **Affordable Housing**. Increasing the supply of affordable housing and rehabilitate affordable housing developments.
- **Homelessness.** Stabilizing persons at-risk of and experiencing homelessness through housing, and supportive services by facilitating access to mental health and addiction recovery services.
- **Public Facilities.** Improve neighborhood safety through the installation of ADA curb cuts, street lighting, enhanced crosswalks and park improvements.
- **Fair Housing.** Improve navigation and case management services for residents needing housing, legal services (related to housing) and basic services including documentation assistances.

3. Evaluation of past performance

The last Consolidated Annual Performance Evaluation Report (CAPER) submitted to HUD was for 2024-2025 (PY2024). The following are the highlights of the accomplishments reported in support of the Consolidated Plan goals:

- Affordable Housing.
  The Tenant Based Rental Assistance program assisted 19 households, and between the NCIP program and Rebuilding Together Silicon Valley, there were 18 households assisted.

- Public Services.
  There were 569 households that benefited from public services provided by three non-profit agencies and other city funded programs. 1,383 persons received a variety of public services from four non-profit agencies.

- Homelessness.
  583 households benefited from case management services provided by local non-profit agencies. The majority of these households were assisted with local funds. Further, 19 TBRA households, which have already been counted under the Affordable Housing goal, also received case management services.

- Fair Housing.
  Project Sentinel assisted 18 households with fair housing services.

4. Summary of Citizen Participation Process and consultation process

During the development of the 2026-2027 Annual Action Plan, two public hearings are held to solicit public comment to help identify community needs, and non-profit agencies that could provide services to address those identified needs. One of the hearings is held during the drafting phase of the Plan as required by HUD. 30-day public comment periods for each Public Hearing will occur and all public comments will be noted in the Annual Action Plan.

Public Hearing #1. This Public Hearing satisfies the Citizen Participation Plan requirement to hold at least one Public Hearing during the drafting phase of the Annual Action Plan. This Public Hearing gives the public its first opportunity to provide input. The Public Hearing for the 2026-2027 Annual Action Plan (DRAFT) is scheduled for March 24, 2026, at the regularly scheduled City Council Meeting.

Public Hearing #2. The second and final Public Hearing is scheduled for May 5, 2026. This Public Hearing will provide a final opportunity for public comment/input. The final version of the 2026-2027 Annual Action Plan (FINAL) will be presented. Any comments will be included in the final version of the Annual Action Plan prior to its submission to HUD.

Public Noticing. The noticing follows the Citizen Participation Plan requirements. The following information for the 2026-2027 Annual Action Plan was publicly noticed in The Santa Clara Weekly on February 18, 2026, noticed via email to community non-profits, posted on the City website, and copies were accessible at City Hall:

1) Notice of the start of the 30-day Public Comment Period (February 20, 2026 – March 24, 2026) for the DRAFT version of the 2026-2027 Annual Action Plan.
2) Notice of Public Hearing #1 on March 24, 2026, for the DRAFT version of the 2026-2027 Annual Action Plan.
3) Notice of the start of the 30-day Public Comment Period (April 2, 2026 – May 5, 2026) for the FINAL version of the 2026-2027 Annual Action Plan.
4) Notice of Public Hearing #2 on May 5, 2026, for the FINAL version of the 2026-2027 Annual Action Plan.

5. **Summary of public comments**

Public Hearing #1:

TBD

30-Day Public Comment Period

TBD

Public Hearing #2:

TBD

30-Day Public Comment Period

TBD

6. **Summary of comments or views not accepted and the reasons for not accepting them**

All comments received during Public Hearings and the Public Comment Period were noted and considered. The City attempts to incorporate all feedback.

7. **Summary**

CDBG-funded public services continue to be a great asset to the community, with many of the programs focusing on the senior population, persons with disabilities, and unhoused residents. The City will continue to seek out creative solutions to improve its grants management program that are consistent with the City Council direction and the 2025-2030 Consolidated Plan.

PR-05 Lead & Responsible Agencies – 24 CFR 91.200(b)

1. **Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.**
   The City of Santa Clara Housing and Community Services Division is the agency responsible for preparing the Consolidated Plan and administering the CDBG and HOME grants, as shown in **Table 1.**

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	City of Santa Clara	Housing & Community Services Division
HOME Administrator	City of Santa Clara	Housing & Community Services Division

Narrative

Lead and Responsible Agency

The City of Santa Clara (City) is the Lead and Responsible Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs in the City of Santa Clara. Housing and Community Services, a division of the Community Development Department, is responsible for administering the HUD entitlement grants, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

Entitlement jurisdictions receive entitlement funding (i.e., non-competitive, formula funds) from HUD. By federal law, the City is required to submit a five-year Consolidated Plan and Annual Action Plans to HUD that detail the City's priorities and strategies for the use of its federal funds.

Consolidated Plan Public Contact Information

Adam Marcus,
Division Manager, Housing and Community Services,
amarcus@SantaClaraCA.gov
408-615-2451

Eric Calleja,
Housing Development Officer
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AP 10 Consultation – 24 CFR 91.100, 91.200(b) 91.215 (l)

Introduction

The 2026-2027 Annual Action Plan was prepared by City staff with input from a variety of local and regional stakeholders including public service providers, affordable housing developers, and County partners. Service partners administer projects and activities that align with the goals and objectives of the Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The jurisdiction coordinates housing and supportive services through ongoing collaboration with public and assisted housing providers, local health and behavioral health agencies, and nonprofit service organizations. Coordination is achieved through regular interagency meetings, participation in Continuum of Care planning, and formal and informal referral networks.

The Santa Clara Housing Authority (SCHA) administers the Housing Choice Voucher program. The City TBRA administrators and City staff have worked with SCHA in the past to assist long standing clients of the TBRA program to acquire long-term vouchers. Typically, these are previously homeless households that did not initially qualify for permanent supportive housing and were not able to improve their income and housing situation by the end of the TBRA program term. Coordination and case management services resulted in some families receiving 10-year Emergency Housing Vouchers.

The City uses CDBG funds for the Bill Wilson Family Therapy/School Outreach/Grief Counseling. This public service provides mental health services to youth and their families to cope with high-risk behavior choices, family conflict, and grief counseling. The City also funds the County Office of Supportive Housing to provide case management services to a portion of the City homeless population. In addition, Abode Services administers the TBRA program and uses local funds to provide case management services for TBRA clients.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Continuum of Care (CoC) is a multi-sector group of stakeholders dedicated to reducing and preventing homelessness in the County of Santa Clara (County). The CoC Board is comprised of the same individuals who serve on the Destination: Home Leadership Board. Destination: Home, a program of The Health Trust, is a public-private partnership implementing collective impact strategies to end homelessness in Santa Clara County. Its mission is to drive and align resources to create permanent housing and sustainable support systems built for the long term.

The CoC's primary responsibilities are to coordinate large-scale implementation efforts to reduce and prevent homelessness. The CoC is governed by the Santa Clara CoC Board (CoC Board), which is committed to supporting and promoting a systems-change approach to preventing and reducing homelessness. The organization is improving how systems work together to end homelessness, as well as protect individuals and families at risk of becoming homeless.

The City of Santa Clara, having endorsed the 2020-2025 Santa Clara County Community Plan to End Homelessness, convened a Homelessness Taskforce in April 2022. The Taskforce included stakeholders with a range of perspectives and experience who can help identify priorities and provide recommendations on the development of a City Plan to reduce the impacts of Homelessness. The City partnered with the non-profit, Homebase, to facilitate the taskforce and to develop a City-centric Plan. A draft of this plan was presented in January 2023 at a City Council Study Session and the City Council directed staff to move forward with a new street-based case management and short-term hotel stay program. In addition, City staff meet regularly with the County's Office of Supportive Housing and participate in a north county homelessness working group.

The results of the 2025 Point in Time Homeless Count ("Count") showed a 72% increase in homelessness since 2023 (461 to 794). By comparison, the Countywide count showed an 8% increase. Of the 794 persons, 464 had completed VI-SPDAT assessments. Of those 464, 325 were single adults and 104 were families with children and 35 were single youth and young adults. The City intends to use HOME funds to continue the focus of reducing homelessness for families with children. The City also intends to use HOME ARP funds to provide supportive services to a variety of HOME ARP qualifying populations.

Describe agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultation with housing, social service agencies and other entities.

1	**Agency/Group/Organization**	Bill Wilson Center
	Agency/Group/Organization Type	Housing Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff is consulted on services needed for transitional aged youth.
2	**Agency/Group/Organization**	County of Santa Clara Office of Supportive Housing
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care Other government – County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Market Analysis Homeless Needs – Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with the Santa Clara County Office of Supportive Housing on several occasions to discuss the City response to homelessness and partnership opportunities.
3	**Agency/Group/Organization**	Abode Services
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff is consulted on improvements to the TBRA program.
4	**Agency/Group/Organization**	Senior Adult Legal Services (SALA)
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/ Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Submitted public comment at both public hearings; highlighting the need for the services they provide.
5	**Agency/Group/Organization**	Next Door Solutions to Domestic Violence
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homelessness Needs – Families with children and domestic violence and human trafficking survivors Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Submitted public comment at public hearings; highlighting the need for the services they provide.

6	**Agency/Group/Organization**	Homebase
	Agency/Group/Organization Type	Regional policy consultant that builds capacity to address homelessness systematically.
	What section of the Plan was addressed by Consultation?	AP-65 Homelessness and Other Special Needs Activities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Helped prepare a set of local strategies to address homelessness and its impacts in the City. Homebase also helped prepare the HOME ARP plan which was approved by HUD.

Identify any Agency Types not consulted and provide rationale for not consulting:
The City did not reach out to broadband-specific providers/organizations. Local internet providers all provide low-cost options and/or discounts to low-income households. Further, broadband infrastructure is typically a county-led activity if it is shown to be a need.

Although the City works with organizations whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies on normal public business, these organizations were not specifically consulted for the Annual Action Plan. Issues related to such agencies were not mentioned as an issue in the Consolidated Plan survey.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Continuum of Care Council	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan goal to end homelessness including rental assistance, homeless prevention programs, case management, outreach activities and support of facilities.
Housing Element	City of Santa Clara	The actions in the Housing Element are consistent with the Strategic Plan, most notably in the provision of adequate sites appropriate for a range of housing types and in promoting preservation and development of affordable housing including supportive housing for persons with disabilities. The Housing Element was adopted in mid-2023.
City of Santa Clara Homelessness Strategic Plan (2023)	City of Santa Clara City Council	In 2022 the City conducted a six-month Homelessness Taskforce process and worked with nonprofit consultant Homebase to develop a draft strategic plan. The plan was reviewed in January 2023. The draft plan includes strategies to reduce homelessness, connect unhoused residents with basic needs, case management, and housing opportunities.
Santa Clara County Seniors Agenda	Santa Clara County	The City outreach for the 5-year Consolidated Plan showed senior needs and services as a high priority. Seniors Agenda 2024 report speaks to the needs for seniors, and the City uses CDBG funds to support many of the activities and needs noted.
Community Plan to End Homelessness in Santa Clara	Destination Home	The 2020-2025 Community Plan to End Homelessness is a five-year plan to guide governmental, nonprofits, and other community members as they make decisions about funding, programs, priorities and needs. This Annual Action Plan aligns with the County's Plan for reducing homelessness with programs such as the City's TBRA program, homeless prevention programs, case management, outreach activities & support of facilities.

AP 12 Participation – 24 CFR 91-105, 91.200(c)

1. Summarize citizen participation process and how it impacted goal setting.

The City outreach efforts to obtain community input included two public hearings before City Council (one during the drafting phase of the AAP), noticing the AAP and hearings, and posting the draft AAP on the City website. The table below summarizes the results of the City efforts.

Citizen Participation Outreach

	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	Public Hearing #1 was noticed in The Santa Clara Weekly on February 18, 2026. City Council Meeting – March 24, 2026, during the drafting phase of the Plan.	TBD	All comments were accepted and noted.	n/a
2	Public Hearing	Non-targeted/broad community	Public Hearing #2 was noticed in The Santa Clara Weekly on February 18, 2026. The City Council Meeting on May 5, 2026, presented the final version of the Plan.	See AP-05, section 5 for a summary of the public comments given at Public Hearing #2.	All comments were accepted and noted.	n/a
3	Newspaper	Non-targeted/broad community	Publicly noticed in The Santa Clara Weekly on February 18, 2026, and also noticed via email to community non-profits, posting on the City website, and having copies accessible at City Hall: 1) Notice of 30-day Public Comment Period for the DRAFT 2026-2027 Annual Action Plan. 2) Notice of Public Hearing #1 for the DRAFT 2026-2027 Annual Action Plan on March 24, 2026. 3) Notice of 30-day Public Comment Period for the FINAL 2026-2027 Annual Action Plan. 4) Notice of Public Hearing #2 for the FINAL 2026-2027 Annual Action Plan on May 5, 2026.	TBD	All comments were accepted and noted.	n/a

AP-15 Expected Resources – 91.220 (c) (1,2)

Introduction

The City of Santa Clara is estimating the following federal resources for the 2026 Program Year: Fiscal Year 26/27:
CDBG Funds: The total CDBG resources expected to be available for FY26/27 is $1,580,000. This total is made up of the annual CDBG entitlement from HUD, Prior Year Resources (i.e., funds that are being re-programmed and/or funds that were programmed but not spent), and Program Income (income generated from prior CDBG projects). The breakdown of the Expected Resources is:

- Annual Entitlement Funds $1,020,000
- Estimated Prior Year Balance* $ 440,000
- Estimated FY25/26 Program Income $ 120,000

**$180,000 in prior year resources are from 2025 funds allocated to Public Services. The City has yet to accept its 2025/2026 HOME and CDBG funds as of the publishing of this Plan; thus, the funds could not be used for Public Services. Due to HUD regulations that restricts the amount of CDBG funds that can be spent on Public Services each year, those funds will need to be reprogrammed in the new 2026 Program Year to Capital Improvement Projects.*

CDBG CONTINGENCY LANGUAGE

More than expected: If the City receives more CDBG Entitlement funding than expected, funds will be used for the City Homeowner Rehabilitation Program (i.e., NCIP) and/or the Minor Repair Program. The City reserves the option to provide more funding for public services if the Public Service Cap allows for another agency to be funded to at least $30,000.

Less than expected: If the City receives less CDBG Entitlement funding than expected, the Public Service and Administration Caps will be recalculated and amounts adjusted. If the re-calculation results in a Public Service Cap of less than $180,00, the City will need to reduce its number of Public Service agencies to come under the newly calculated Public Service Cap. Further, the amount allocated to the Minor Repair Program may need to be reduced. All Program Income is placed in the Revolving Loan Fund for use in the NCIP program.

HOME Funds: The total HOME resources expected to be available for FY26/27 is $770,000. This is made up of the annual HOME entitlement from HUD, Prior Year Resources (funds being re-programmed and/or funds that were programmed but not spent), and Program Income (income generated from prior projects). The breakdown of the source of funds is:

- Entitlement Funds $350,000
- Estimated Prior Year Balance $410,000
- Estimated FY26/27 Program Income** $ 10,000

**HOME Program Income (PI). The City estimates it will receive $100,000 in PI in the FY26/27. Ten percent; or $10,000 will be programmed in this 2026 Annual Action Plan for administrative costs as allowed by HOME regulations. The other 90% ($90,000) will be programmed next year in the 2027 Annual Action Plan.

In accordance with HOME regulations, CHDO set-aside funds not used for the set-aside purpose are allowed to be reprogrammed to non-CHOD activities after two years. The City will reprogram old CHDO dollars to its TBRA program.

HOME CONTINGENCY LANGUAGE

More than expected: If the City receives more HOME funds than expected, the CHDO set-aside amounts, and the Administration amounts will be recalculated. All remaining funds will be used for the TBRA Program.

Less than expected: If the City receives less HOME Entitlement funding than expected, the CHDO set-aside amounts, and the Administration amounts will be recalculated. The TBRA program will then be reduced in funding.

LOCAL Funds: The City anticipates it will leverage $741,239 of local funds for public services.

AP-15 Table –Expected Resources Priority Table								
Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available for Remainder of Consolidated Plan:	Narrative Description
			Annual Allocation	Program Income	Prior Year Resource	Total:		
			$	$	$	$	$	
CDBG	Public-Federal	Acquisition Housing Rehab. Capital Improvement Projects – Public Facilities Capital Improvement Projects – Aff. Housing Public Services Admin. & Planning	$1,020,000	$120,000	$440,000	$1,580,000	$3,000,000	CDBG funds may be used for: 1) Land acquisition for affordable housing; 2) NCIP and Minor Repair Program; 3) Public infrastructure improvements and other public facility improvements; 4) Capital Improvements to Affordable Housing; 5) Public Services; 6) Administration and planning. **$180,000 from 2025 funds, previously committed to Public Services, will be reprogrammed to Capital Improvement Projects.*
HOME	Public-Federal	CHDO and regular HOME rental projects, such as property acquisition, new construction, and/or rehabilitation. Homeowner Rehabilitation TBRA Admin. and Planning for HOME programs and activities. Fair Housing Services	$350,000	$10,000	$410,000	$770,000	$1,050,000	HOME funds may be used for: 1) TBRA; 2) NCIP; 3) Rental Development and/or rehab; 4) Fair Housing Services; 5) Admin. & Planning. Approx $125,000 of Prior Year Resources is Program Income received in FY25/26. Approximately $100,000 in Program Income is expected in FY26/27. 10% of that will be programmed in this action plan for administrative activities and drawn during the program year. The remaining estimated $90,000 will be programmed in FY27/28. If Program Income exceeds $100,000, the City will continue using 10% for admin.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will leverage local funds (i.e., General Funds, City Affordable Housing Funds, and City Housing Successor Funds) to increase project efficiencies and benefit from economies of scale. The HOME match requirement will be met through the waiving of property taxes on past HOME-funded multi-family affordable developments. The following details the activities that will be funded with local dollars to provide other non-federally funded Public Services:

Funds	Funding Source	Activity	Agency	Beneficiaries
$160,697	City Affordable Housing Fund (CAHF)	TBRA Case Management	Abode Services	20 households
$140,000	City Housing Successor Funds (CHSF)			
$220,000*	City Housing Successor Funds (CHSF)	Intensive Case Management	County of Santa Clara	20 households
$ 30,000*	City Affordable Housing Fund (CAHF)			
$100,000*	City Affordable Housing Fund (CAHF)	Homeless Prevention Program	County of Santa Clara	175 households
$ 70,542	General Fund	Landlord/Tenant Mediation	Project Sentinel	100 persons
$ 15,000	General Fund	Ombudsman Program	Catholic Charities	380 persons
$ 5,000	General Fund	Referral Hotline Program	United Way 211	500 persons
$741,239	**Total amount of local funds being committed.**			

***The total amount being funded is for a two-year agreement.**

Other Federal Grant Programs

Additional federal programs that fund community development and affordable housing activities include: Section 8 Housing Choice Voucher Program; Section 202; Section 811; and Affordable Housing Program (AHP) through the Federal Home Loan Bank. These programs are provided by Santa Clara County Housing Authority and affordable housing developers.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has identified two city-owned sites for potential redevelopment:

3575 De La Cruz: The City Council entered into an Exclusive Negotiation Rights Agreement (ENA) with Habitat for Humanity East Bay/Silicon Valley. The proposed development will be 15 100% affordable, for-sale townhomes. The project is in predevelopment until additional subsidies can be secured.

1031 El Camino Real: The City owns a vacant 0.75-acre site that was previously used for a motel and gas station. The City is exploring next steps for this project in FY 2026/2027.

AP-20 Annual Goals and Objectives – 91.220(c)(3) & (e)

Goal Description		
1	**Goal Name**	Affordable Housing
	Goal Description	Assist in the creation and preservation of affordable housing for low income and special needs households through continuation of the Neighborhood Conservation and Improvement Program, rental habilitation of units occupied by low-income tenants, TBRA rental subsidies, and new construction.
2	**Goal Name**	Homelessness
	Goal Description	Support activities, consistent with Continuum of Care strategies, to prevent and end homelessness. This includes building affordable housing for people who are homeless or at risk of homelessness as well as the provision of support services.
3	**Goal Name**	Public Services
	Goal Description	Support activities that provide basic needs to lower income households and special needs populations. Services would be provided to low-income households, elderly individuals, homeless persons, people with disabilities, and victims of domestic violence.
4	**Goal Name**	Fair Housing
	Goal Description	Promote fair housing choice, through the following activities: fair housing education, fair housing testing, housing assistance hotline, and landlord-tenant mediation.
5	**Goal Name**	Public Facilities
	Goal Description	Improve accessibility for persons with physical disabilities by identifying and repairing intersections for accessibility, mostly through curb cuts. Also providing upgrades and improvements to non-profit facilities that serve low-income households.
6	**Goal Name**	Planning and Administration
	Goal Description	Provide management, planning and implementation of the City's CDBG & HOME programs as well as monitoring of public services and housing projects.

AP-23 Annual Goals and Objectives Summary

Goal	Category Needs Addressed		Needs Addressed	Funding
Affordable Housing	Affordable Housing		Affordable Housing	**CDBG: $740,000** **HOME: $725,000**
	Start Year: 2026	End Year: 2027	**Outcome:** Affordability	**Objective:** Provide decent affordable housing
	Narrative: Assist in the creation and preservation of multi-family rental housing for low income and special needs households, rehabilitation of low-income owner-occupied housing through the NCIP, TBRA rental subsidies, and/or new construction. **CDBG** $698,000 NCIP Loans and Grants (5 households) $122,000 NCIP Project Delivery Costs $152,000 SVILC Rehab (Phase 2) $200,000 Minor Repair Program - Rebuilding Together (20 households) **$1,172,000** total (25 households) **HOME** $672,500 TBRA Administration (19 households) $ 52,500 CHDO Set Aside (1 households) **$725,000** total (20 households)			
	Goal Outcome Indicator		**Quantity**	**Unit of Measure**
	Rental Units rehabilitated		1	Household Housing Unit
	Homeowner housing rehab.		25	Household Housing Unit
	TBRA/Rapid Rehousing		19	Households Assisted

Goal	Category Needs Addressed		Needs Addressed	Funding
Public Services	Non-Homeless Special Needs		Public Services	**CDBG: $180,000**
	Start Year: 2026	End Year: 2027	**Outcome:** Availability and accessibility	**Objective:** Create economic opportunities
	Narrative: Support activities that provide basic needs to lower income households and special needs populations. Services would be provided to low-income households, elderly individuals, homeless persons, people with disabilities, and victims of domestic violence. The following non-profit agencies will be funded: **CDBG** $30,000 Bill Wilson Center – Counseling & Family Therapy (100 persons) $30,000 Heart of the Valley – Support & Transportation Services (100 persons) $30,000 Hope Services – Educational Services (100 persons) $30,000 Loaves & Fishes – Meals on Wheels (20 persons) $30,000 Senior Adult Legal Assistance (SALA) – Legal Assistance for Seniors (80 persons) $30,000 Silicon Valley Independent Living Center– Housing Search & Counseling (70 persons) **LOCAL FUNDS** See page 12 for details.			
	Goal Outcome Indicator		**Quantity**	**Unit of Measure**
	Public Services		470	Persons Assisted

Goal	Category Needs Addressed		Needs Addressed	Funding
Fair Housing Services	Non-Homeless Special Needs		Fair Housing	**HOME: $22,197**
	Start Year: 2026	End Year: 2027	**Outcome:** Availability and accessibility	**Objective:** Create economic opportunities
	Narrative: Promote fair housing choice through the following activities: fair housing education, fair housing testing, housing assistance hotline, and landlord/tenant mediation. These funds are part of the HOME Administration set-aside.			
	Goal Outcome Indicator		**Quantity**	**Unit of Measure**
	Public Services		50	Persons Assisted

Goal	Category Needs Addressed		Needs Addressed	Funding
Public Facility Improvements	Non-Homeless Special Needs		Public Facility Improvements	**CDBG: $152,000**
	Start Year: 2026	End Year: 2027	**Outcome:** Availability and accessibility	**Objective:** Create economic opportunities
	Narrative: Improve accessibility for persons with physical disabilities by identifying and repairing intersections for accessibility, mostly through curb cuts. Further, making facility improvements to non-profit public facilities that serve low-income households. **CDBG** $152,000 Silicon Valley Independent Living Center – Facility Rehabilitation (4 persons). Improvements to a non-profit facility that houses adults with disabilities.			
	Goal Outcome Indicator		**Quantity**	**Unit of Measure**
	Public Services		4	Households Assisted

Goal	Category Needs Addressed		Needs Addressed	Funding
Administration and Planning	Other		Administration and Planning	**CDBG: $228,000** **HOME: $22,803**
	Start Year: 2026	End Year: 2027	**Outcome:** Availability and accessibility	**Objective:** Create economic opportunities
	Narrative: Provide management, planning and implementation of the CDBG & HOME programs as well as monitoring of public services and housing projects.			
	Goal Outcome Indicator		**Quantity**	**Unit of Measure**
	Public Services		n/a	Persons Assisted

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b).

25 households for Homeowner housing rehabilitation (CDBG),
5 Extremely low-income households
15 Low-income households

19 households for TBRA (HOME),
16 Extremely low-income households
3 Low-income households

1 household for CHDO Rental Housing (HOME),
1 Extremely low-income households

AP-35 Projects – 91.220(d)

Introduction

The activities that the City will undertake in FY26/27 using CDBG and HOME funds include: Homeowner Rehabilitation, Tenant Based Rental Assistance, Program Administration and Planning, and Public Services, for low and moderate-income residents. The activities meet one or more priority needs identified in the 5-Year Consolidated Action Plan.

In addition to the projects and activities funded with HUD funds as noted in table "AP-35 – Project Information Summary", the City also funds other Public Service Activities with local funds (see page 12).

AP-38 Project Summary

AP-38 Project Information Summary				
#	**Project**	**Goals Supported**	**Needs Addressed**	**Funding**
1	Public Services	Homelessness Public Services	Homelessness Public Services	CDBG: $180,000
	Description	Public services provided to the community that primarily benefit low to low-mod income persons and/or households.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	470 persons [180 moderate income at less than 80% AMI; 180 low-income less than 50% AMI; 110 extremely low-income less than 30% AMI]		
	Location Description	Citywide		
	PLANNED ACTIVITIES	$30,000: 2026 Family Therapy/School Outreach/Grief Counseling (Bill Wilson Center) [LMC/5D/100 persons] $30,000: 2026 Support & Transportation Services for Seniors (Heart of the Valley) [LMC/5A/100 persons] $30,000: 2026 Educational Services (Hope Services) [LMC/5B/100 persons] $30,000: 2026 Meals on Wheels (Loaves & Fishes) [LMC/5A/20 persons] $30,000: 2026 Legal Services Senior Adult Legal Services (SALA) [LMC/5C/80 persons] $30,000: 2026 Silicon Valley Independent Living Center [LMC/5B/70 persons]		

#	**Project**	**Goals Supported**	**Needs Addressed**	**Funding**
2	Homeowner Housing Rehab and Minor Repair	Affordable Housing	Affordable Housing	CDBG: $1,020,000
	Description	Financial assistance for low-income homeowners to make necessary repairs to their homes to address health and safety issues.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	25 households [20 low-income less than 50% AMI; 5 extremely low-income less than 30% AMI]		
	Location Description	Citywide		
	PLANNED ACTIVITIES	$200,000: 2026 Homeowner Minor Repair Program (Rebuilding Together Silicon Valley) [LMH/14A/20 households] $698,000: 2026 NCIP [LMH/14A/5 households] $122,000: 2026 NCIP Project Delivery Costs		

AP-38 Project Information Summary (continued)				
#	**Project**	**Goals Supported**	**Needs Addressed**	**Funding**
3	Tenant Based Rental Assistance (TBRA)	Affordable Housing	Affordable Housing	HOME: $672,500
	Description	Provide financial assistance to low and extremely low-income households through deposit assistance and monthly rental subsidy assistance.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	19 households [2 low-income less than 50% AMI; 17 extremely low-income less than 30% AMI]		
	Location Description	Citywide		
	PLANNED ACTIVITIES	$672,500: 2026 Tenant Based Rental Assistance (Abode Services). In addition, $300,697 of local funds will be used for case management services for TBRA participants.		

#	**Project**	**Goals Supported**	**Needs Addressed**	**Funding**
4	Capital Improvements to Affordable Housing	Affordable Housing	Affordable Housing	HOME: $52,500
	Description	Capital Improvements to affordable housing using CHDO set-aside funds. If funds are not used for a CHDO project within two years, these funds will automatically be reprogrammed for TBRA.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	1 household		
	Location Description	Citywide		
	PLANNED ACTIVITIES	TBD		

#	**Project**	**Goals Supported**	**Needs Addressed**	**Funding**
5	Capital Improvements to Public Facilities	Public Facility Improvements	Public Facility Improvements	CDBG: $152,000
	Description	Additional funding for improvements/rehabilitation of the Silicon Valley Independent Living Center. This is a project that was funded to $69,500, but the scope of work expanded and needs more funding.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	4 households [4 low-income less than 50% AMI]		
	Location Description	1597 Market Street		
	PLANNED ACTIVITIES	$152,000 Silicon Valley Independent Living Center Rehab		

AP-38 Project Information Summary (continued)				
#	Project	Goals Supported	Needs Addressed	Funding
6	Fair Housing	Fair Housing	Fair Housing	HOME: $22,197
	Description	Promote fair housing choice through the following activities: fair housing education, fair housing testing, housing assistance hotline, and landlord/tenant mediation. These funds are part of the HOME Administration set-aside.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	50 households [40 low-income less than 50% AMI; 10 extremely low-income less than 30% AMI]		
	Location Description	Citywide		
	PLANNED ACTIVITIES	$22,197: 2026 Fair Housing Services (Project Sentinel)		

#	Project	Goals Supported	Needs Addressed	Funding
7	Administration & Planning	Administration	Administration	CDBG: $228,000 HOME: $ 22,803
	Description	Provide management, planning and implementation of the CDBG & HOME programs as well as monitoring of public services and housing projects.		
	Target Date for Completion	6/30/2027		
	Estimate the number and type of families that will benefit from the proposed activities.	n/a		
	Location Description	Citywide		
	PLANNED ACTIVITIES	$228,000: 2026 CDBG Administration and Planning $ 22,803: 2026 HOME Administration and Planning		

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:
The allocation of funds is based on the needs and priorities identified in the 2025-2029 Consolidated Plan. The City prioritizes allocations of its CDBG and HOME funds to projects that serve the lowest income households, from 0-50% of Area Median Income (AMI). In addition, public services are an identified funding priority in the Consolidated Plan, and funding is recommended to organizations that provide needed services in the community.

AP-50 Geographic Distribution – 91.220 (f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Investments will be allocated citywide for affordable housing services, capital projects, fair housing services, and public services.

AP-50– Geographic Distribution	
Target Area	**Percentage of funds**
Citywide	100%

Rationale for the priorities for allocating investments geographically

The City does not have plans to prioritize investments geographically. HOME CHDO set-aside funds may be spent in a contiguous jurisdiction if a CHDO development cannot be identified within the City limits.

AP-55 Affordable Housing – 91.220 (g)

Introduction

For the purpose of this section, the term "affordable housing" is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

The City of Santa Clara has identified the production and maintenance of affordable housing as the primary objective for the expenditure of federal funds in the Consolidated Plan. While CDBG and HOME funds are limited, the City will continue to allocate funding to affordable housing projects, including owner-occupied rehabilitation. The City has non-federal funding sources that it will use toward the development of affordable housing.

AP-55A - One Year Goals for the Number of Households to be Supported (by Population Type)

Rental Assistance – Housing assistance for programs such as tenant-based rental assistance (TBRA) and one-time payments to prevent homelessness	19
The Production of New Units – New units, including the conversion of non-residential properties.	0
Rehab of Existing Units – Rehabilitation of existing units, including reconstruction. If unit will be acquired and rehabilitated, report the unit only once.	26
Acquisition of Existing Units – Housing assistance for programs such as down payment assistance. If the unit will be acquired and rehabilitated, report the unit only once.	0
TOTAL	45

AP-55B – One Year Goals for the Number of Households Supported Through (by Program Type)

Rental Assistance – Housing assistance for programs such as tenant-based rental assistance (TBRA) and one-time payments to prevent homelessness	19
The Production of New Units – New units, including the conversion of non-residential properties.	0
Rehab of Existing Units – Rehabilitation of existing units, including reconstruction. If unit will be acquired and rehabilitated, report the unit only once.	26
Acquisition of Existing Units – Housing assistance for programs such as down payment assistance. If the unit will be acquired and rehabilitated, report the unit only once.	0
TOTAL	45

Discussion

The goal, as it relates to Affordable Housing, is to assist in the creation and preservation of affordable housing for low income and special needs households through continuation of the Neighborhood Conservation and Improvement Program (NCIP), rental habilitation of units occupied by low-income tenants, TBRA rental subsidies, and new construction.

25 households for Homeowner housing rehabilitation (CDBG),
5 Extremely low-income households
20 Low-income households

19 households for TBRA (HOME),
16 Extremely low-income households
3 Low-income households

01 households for CHDO Rental Housing (HOME),
1 Low-income households

AP-60 Public Housing – 91.220 (h)

Introduction

The Santa Clara County Housing Authority (SCCHA) is the regional entity that manages and maintains housing units and administers Housing Choice Voucher programs across the County. SCCHA operates four public housing units located in City of Santa Clara. The housing authority is a HUD-designated Moving to Work (MTW) agency which allows it greater flexibility to design and implement more innovative approaches to providing housing assistance.

For program year 2025, SCCHA plans to serve 18,299 households with MTW Housing Choice Vouchers, 1,270 with local, non-traditional property-based and tenant-based vouchers, and 4 MTW Public Housing units leased for a total of 19,605 households served. The majority of voucher holders have a tenant-based voucher which allows the holder to use the voucher at any housing unit where the landlord will accept the voucher. Data on the number of vouchers in use within the City is unavailable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The SCCHA MTW Plan for 2025 states that 377 tenant-based vouchers that the MTW PHA anticipates project -basing for the first time (county-wide); there are 3,599 currently. The City will continue to work closely with the SCCHA to address any needs identified during the program year.

The most immediate need is finding housing units and owners that will accept vouchers. Stakeholder interviews also identified the need for assisting families moving into affordable units with basic necessities. SCCHA re-proposed allocating project-based vouchers to SCCHA-owned projects without competition. This activity was originally proposed and approved by HUD to allow SCCHA to issue Project Based Vouchers (PBVs) to projects owned by SCCHA or a SCCHA affiliate entity without needing to go through a competitive selection process. The re-proposal of this activity would leave the original activity in place and in addition SCCHA is adopting a Housing Opportunities Through Modernization Act (HOTMA) provision that has not yet been implemented by HUD. A modification to Activity 2016-2 will allow SCCHA, at its discretion, to enter into a HAP contract for housing to be rehabilitated or newly constructed even if construction had begun without an AHAP in place.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220 (i)

Introduction

The 2025 Point-in-Time Count identified 10,711 homeless individuals county-wide, which was higher than the 2023 count of 9,903. Of 10,711 persons counted, 7,472 are unsheltered and 3,239 are sheltered. It is estimated that 43% (4,650) of the 10,711 homeless people are chronically homeless with 69% of those chronically homeless being unsheltered. 378 are veterans (4%) with 79% of those being unsheltered. 16% of households are "Families" with 16% of those being unsheltered.

The City of Santa Clara saw a 72% increase in its homeless population up from 461 in 2023 to 794 persons in 2025.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City will continue its efforts of housing homeless families through its TBRA program. The goal is to house/keep housed approximately 20 households in its TBRA program. The City will renew its agreement with the County of Santa Clara for FY26/27 to provide intensive case management to approximately 20 chronically homeless individuals referred by the police department. This program is funded with local funds. The County provides housing subsidies for the participants in this program while the City uses its Successor Housing Agency funds to provide the case management and services for the program. HOME-ARP funds will be used to provide TBRA and other supportive services to Qualifying Populations under the HOME-ARP regulations. The City will also continue to offer mobile shower/laundry and case management services on a weekly basis through a partnership with WeHope Dignity on Wheels.

Addressing the emergency shelter and transitional housing needs of homeless persons.

The City does not currently have an emergency shelter or transitional housing facility located within its boundaries. Individuals and families experiencing homelessness are referred to emergency shelter and interim housing programs operated by nonprofit providers in neighboring jurisdictions and administered at the County and Continuum of Care level. The City participates in regional coordination efforts, including Coordinated Entry, to support access to shelter, services, and permanent housing resources. At this time, the City does not anticipate using federal funds to develop or operate an emergency shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Particularly for chronically homeless, it is preferable for individuals to receive intensive case management rather than simple information and referral services. Case managers work to assist homeless individuals find housing, connect with resources, and receive services to maintain housing. The provision of case management is person-based rather than shelter-based with the goal of rapid re-housing. The goals of the County 2020-2025 Community Plan to End Homelessness establish a target of creating 6,000 housing opportunities for persons who are homeless. An additional goal is for each of the 6,000 new tenants to have access to the services that will allow them to maintain that housing.

The City will continue to use HOME funds for our TBRA program. The TBRA program is a short-term solution to homelessness (unlike permanent supportive housing for the chronically homeless). The Homeless Survey has shown that families with children are not only a special need population but tend to be underrepresented in Homeless Surveys. The TBRA program will continue to focus on assisting the homeless and at-risk of homelessness population; however, preferences towards families with children, and individuals and/or families exiting housing exclusively designated for domestic violence survivors will be given.

Helping low-income individuals and families avoid becoming homeless, especially extremely low- income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Although the City does not fund programs or activities that specifically help low-income individuals and families avoid becoming homeless who are being discharged from publicly funded institutions or who receive assistance from public or private agencies that address housing, health, social services, employment or youth needs, many of the programs and activities that the City does fund help to prevent homelessness.

Tenant Based Rental Assistance Program (TBRA). Many of the beneficiaries of the TBRA program also receive SNAP (i.e., food assistance), and all receive case management services. The program also allows for assistance to those that are housed, but on the verge of homelessness.

Homeless Prevention Program and Intensive Case Management. The City uses local funds to match county funds for a program that houses up to twenty (20) homeless individuals that are identified by the police department as high users of community resources; some of which had been discharged from facilities and/or jails. This population is also provided case management services. The City also funds the Homelessness Prevention System which provides temporary financial assistance, legal support, and case management to families or individuals who are at risk of losing their housing.

Landlord/Tenant Mediation. This program can indirectly help households stay housed through the mediation of eviction related issues.

Next Door Solutions to Domestic Violence. This program provides a safety net of housing and services to either help victims avoid homelessness or make their homeless situation shorter.

Youth needs. The City provides CDBG funding for family and individual counseling needs through the Bill Wilson Center which focuses on the needs of foster children. By administering these programs, it provides The Bill Wilson Center the unique resources to identify homeless families, foster youth in their own system, and households with children in the school system that may be in need of critical needs such as housing, health, employment, education, and other social services.

The City is currently working to complete a City-specific homeless needs assessment and strategic plan. The results of this process will direct future funding for homeless activities and programs.

AP-75 Barriers to Affordable Housing – 91.220 (j)

Introduction

The City faces barriers to affordable housing that are common throughout the Bay Area. High on the list is the lack of developable land, which increases the cost of available lands and increases housing development costs. Local opposition is another common obstacle as many neighbors have strong reactions to infill and affordable housing developments. Opposition is often based on misconceptions, such as an anticipated increase in crime; erosion of property values; increase in parking and traffic congestion; and overwhelmed schools. However, to ensure a healthy economy, the region must focus on strategies and investment that provide housing for much of the workforce in the region – retail salesclerks, firefighters and police, teachers and health service workers – whose incomes significantly limit their housing choices.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City has identified multiple constraints or barriers to the affordable housing and residential investment in its 2023-2031 Housing Element Update, including:

- Land use controls that limit the density of housing production;
- Parking requirements that increase the cost of housing;
- Income and wages are not consistent with the rising cost of housing;
- A competitive rental and housing market; and/or
- Diminishing public funds.

The adopted 2023-2031 Housing Element includes the following actions to remove or ameliorate barriers: Continue to invest in new 100% affordable housing developments, work with nonprofits to acquire and rehabilitate distressed multi-family housing and convert it to low-income housing, update the City zoning ordinance to comply with state laws on reasonable accommodations, the siting of emergency shelters, transitional and supportive housing. Reduce parking requirements for housing development near transit, work with religious institutions to identify possible sites for affordable housing development, encourage ADU development, analyze impact fees, promote construction of accessary units and low-income housing such as shared housing and Single Room Occupancy units, continue to require developers of 10 or more units to provide Below Market Rate units, identifying new sources of affordable housing funding, and more.

AP-85 Other Actions – 91.220 (k) Introduction

This section discusses efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

A major obstacle to meeting the needs of the underserved is the limited funding available for public services. The City contributes general funds to fund the tenant/landlord mediation program and the United Way 211 information line.

Actions planned to foster and maintain affordable housing

The City funds Rebuilding Together Silicon Valley to administer a portion of its Homeowner Housing Rehabilitation program. The program addresses building/housing code deficiencies, repair/rehabilitation of deteriorated conditions, and accessibility for persons with disabilities, all to improve the habitability, use and occupancy of owner-occupied housing. Financial assistance is provided in the form of grants. The City also administers its Neighborhood Conservation Improvement Program (i.e., Homeowner Housing Rehabilitation Program). These projects are typically larger in scope than the projects performed by Rebuilding Together Silicon Valley. Financial assistance is provided in the form of loans with flexible terms and below market rates.

The City has a Below Market Purchase Program (BMP). This program requires developers to set aside 15% of newly constructed units for housing affordable to low- and moderate-income homebuyers. The City is in the process of updating the BMP program so that initial buyers will be required to sell to qualified low- and moderate-income buyers keeping these homes affordable for at least 30 years.

Actions planned to reduce lead-based paint hazards

The City undertakes HUD-funded projects in accordance with the Lead-Based Paint Regulations. These regulations most commonly affect residential structures rehabilitated through NCIP. When identified, lead paint will be controlled or abated and disposed of properly to eliminate or reduce the hazard of environmental or human contamination. The City has adopted a written plan to implement the regulations in its NCIP Program and other housing rehabilitation activities.

Actions planned to reduce the number of poverty-level families

On August 22, 2017, the Santa Clara City Council approved a plan establishing the local minimum wage. As of January 1, 2020, the City of Santa Clara minimum wage is adjusted annually based on the regional Consumer Price Index (CPI). The minimum wage as of January 1, 2026, is $18.70 per hour.

The Worker Retention Ordinance that took effect on May 4, 2017, provides much-needed job security to some of the most vulnerable workers. This law protects food and building service workers from mass layoffs when companies switch contractors. It requires that if a company with an office or venue in Santa Clara hires a new contractor or brings services in-house, the workers who currently work at that location must be kept on for a 90-day transition period.

The Santa Clara Unified School District (SCUSD) Adult Education Center has a CalWORKs Site Representative who acts as a liaison for participating CalWORKs students and Santa Clara County Social Services Agency. Some of these responsibilities include ensuring that all participants on campus are remaining in compliance with federal regulations, developing a welfare to work plan, reporting monthly attendance to the County for each participant, and reporting progress reports on a quarterly basis for each participant CalWORKs student to the County. The Adult Education Center also has a Career Advisor for CalWORKs students to help with job placement, resume development, and interviewing skills.

Actions planned to develop institutional structure

The City will continue its participation in the countywide CDBG Coordinators Committee, which increasingly has become a forum for discussion and active planning of common strategies to address the housing and community needs in Santa Clara County. The City also works closely with Cloudburst, a HUD approved TA provider.

Actions planned to enhance coordination between public and private housing and social service agencies
The City will continue its efforts to encourage consortium-building among housing developers, public service providers, and governmental and non-governmental entities. The City has achieved proven results in using federal funds to leverage private funds. The City participates in the quarterly meetings of the Supportive Housing Roundtable, which includes government agencies, housing developers, service providers, legal services and private funders.

Discussion

AP-90 Program Specific Requirements – 91.220 (l) (1,2,4)

Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l) (1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the strategic plan.	0
3. The amount of surplus funds from urban renewal settlements.	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	**0**

Other CDBG Requirements

1. The amount of urgent need activities.	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l) (2)

A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

1. The City does not use HOME funds beyond those identified in Section 92.205. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Homeowner Equity – for purposes of this policy, it is defined as the sum of the down-payment, principal paid, and homeowner improvements.

   HOME Equity – for purposes of this policy, it is defined as the amount of HOME investment, adjusted as follows: (1) The HOME investment amount would be reduced if, at the time of the homeowner purchase, the market price is less than the cost of construction, by the amount of that difference; and
   (2) Beginning after six years of residency by the original buyer, the City would reduce its share of excess proceeds by a maximum of 10% for each additional full year the original buyer resides in the home. After the completion of 15 years of residency by the original buyer, the City would have no interest in recapturing any portion of its original HOME investment.

   In the event of a sale of a HOME-assisted house during the 15-year HOME affordability period, sales proceeds would be distributed in the following order of priority:

   a. Closing costs.
   b. Primary mortgage loan (City or private lender).
   c. Other loans superior to the HOME investment lien (if any have been approved by the City).

   The remaining funds are considered Shared Net Proceeds under the HOME regulations and would be distributed in the following order of priority:

   d. Homeowner Equity, or the amount of Shared Net Proceeds, whichever is less.
   e. Homeowner Shared Net Proceeds. This amount will be the greater of: (1) Homeowner Equity that was paid as described above; or (2) proportionately of the Shared Net Proceeds, according to the formula - Homeowner Equity, divided by the sum of Homeowner Equity plus HOME Equity.
   f. HOME investment. The remainder of the Shared Net Proceeds. If the remaining Shared Net Proceeds are insufficient to repay the full amount of the HOME investment, the City would forgive any of the HOME investment that could not be repaid from the remaining Shared Net Proceeds.

2. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

   The City secures its HOME funds by recording Deeds of Trust on the title of the property that received the funding. The period of affordability would be a minimum of 15 years.

3. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**
   The City does not have any plans to use HOME funds to refinance existing debt on multi-family.

4. **HOME funds may be allocated to affordable housing capital projects in contiguous jurisdictions.**

Discussion

The following guidelines will apply to the TBRA program:

The program will serve homeless and at-risk of becoming homeless households, with preference given to families with children. The household income must be at, or below 60% AMI as published by HUD. Households must reside in or have proof of a last permanent address in the City of Santa Clara, or who are currently working or have a bonafide job offer in the City of Santa Clara, or be homeless in the City of Santa Clara, or have children attending a school in the Santa Clara Unified School District.

Participants go through the Coordinated Assessment system and be placed in the Community Queue (a separate, confidential process is available within the system for domestic violence survivors). A Vulnerability Index-Service Prioritization Decision Assistance Tool 2.0 (VI-SPDAT) will assess the vulnerability and placement of the participant in the Queue. Further, the program-specific filters (e.g., families with children) will result in referrals to the TBRA program from the Queue.

While it would be ideal for participants to locate housing within the City limits, the program will allow participants to find housing located anywhere within the County of Santa Clara.

95% After Rehab Valuation

The City of Santa Clara may use HOME funds for acquisition purposes. Per CFR 24 92.254 (a)(iii), the City has chosen to determine separate limits for existing housing than the given median purchase price issued by HUD. City staff researched the Multiple Listings Service (MLS) to determine the number of single-family and multi-family home sales. There were less than 250 sales per months; thus, per 24.92.254 (a)(iii), the City of Santa Clara is required to compile three months of sales figures.

CITY OF SANTA CLARA
FISCAL YEAR 2026/2027 ALLOCATIONS - HUD FUNDS
Annual Action Plan Funding Breakdown (DRAFT 3.24.26)

TOTAL EXPECTED RESOURCES	FY26-27 Estimated Entitlement	Prior Year Balance	Estimated PI CDBG FY26-27 HOME FY25-26	FY26-27 Total Expected
Community Development Block Grant (CDBG)	$1,020,000	$440,000	$120,000	$1,580,000
Home Investment Partnership Program (HOME)	$350,000	$410,000	$10,000	$770,000
TOTAL AMOUNT OF EXPECTED RESOURCES AVAILABLE				**$2,350,000**

Program Administration	Estimate Prog. Income	% Admin Allowable	Staff Recomm.
CDBG Administration (from allocation)		max 20%	$204,000
CDBG Administration (from est. FY26/27 PI)	$120,000	max 20%	$24,000
CDBG Funds Available for Program Administration (20%)			**$228,000**
HOME Administration (from allocation)		max 10%	$35,000
HOME Administration - 10% of 2025/2026 estimated PI of...	$100,000	max 10%	$10,000
HOME Funds Available for Program Administration (10%)			**$45,000.00**

CDBG Funds Available for Public Services (i.e., Public Service CAP)			Est. Funds Available
FY26/27 CDBG Entitlement Funds		max 15%	$153,000
FY25/26 Prior Year Program Income	$180,000	max 15%	$27,000
CDBG Funds Available for Public Services (Publice Service CAP)		**max 15%**	**$180,000**

	#	Agencies Funded	562 CDBG Funds	562 HOME Funds
Public Service Activities	1	Public Servcices - Nonprofit agencies that provide services to low-income households. Up to six nonprofit agencies may be funded under the CDBG Public Service Cap.	$ 180,000	
Captial Improv. Proj.	2	NCIP Activity Delivery Costs	$ 122,000	
	3	NCIP Loans and Grants	$ 698,000	
	4	Minor Repair Program	$ 200,000	
	5	Silicon Valley Independent Living Center Rehab Phase 2	$ 152,000	
Aff. Hsg. Act.	6	TBRA Administration		$ 672,500.00
	7	Community Housing Development Org. (CHDO) Set-aside		$ 52,500.00
ADMIN.	8	CDBG Administration	$ 228,000	
	9	HOME Administration - Fair Housing Services		$ 22,197.00
	10	HOME Administration - City Administration		$ 22,803.00

#	Budget Summary	TOTAL FUNDING	CDBG funds	HOME funds
A	Public Service Activities	$180,000	$ 180,000	$ -
B	Capital Improvement Projects	**$1,172,000**	$ 1,172,000	$ -
C	Affordable Housing Activities	**$725,000**	$ -	$ 725,000.00
D	Program Administration	**$273,000**	$ 228,000	$ 45,000.00
	FY 26-27 TOTAL ALLOCATION	**$2,350,000**	**$ 1,580,000**	**$ 770,000.00**
			$1,580,000	$770,000.00
			$ -	$ 0.00

26-273 Agenda Date: 3/24/2026

REPORT TO COUNCIL

SUBJECT
Informational Report Regarding the Santa Clara Police Department's Automated License Plate Reader (ALPR) Policy, Compliance Review, and Program Operations

EXECUTIVE SUMMARY
This informational report provides an overview of the Santa Clara Police Department's (Department) Automated License Plate Reader (ALPR) program, including its operational use, legal and policy framework, and oversight practices. ALPR technology supports criminal investigations by helping officers identify vehicles associated with crimes, locate stolen vehicles, and develop investigative leads. The report also summarizes the Department's review of system configuration and audit logs and confirms that the current program operates in compliance with California law and Department policy.

BACKGROUND
The Santa Clara Police Department has used Automated License Reader (ALPR) technology for approximately 18 years as an investigative tool to assist officers in locating stolen vehicles, identifying vehicles associated with criminal investigations, locating missing persons, and supporting public safety operations.

In 2008, ALPR technology from PIPS Technology was mounted on four patrol vehicles. These mobile systems allowed officers to automatically scan license plates during routine patrol operations and compare captured plates against databases of stolen vehicles, warrant suspects, vehicles of interest, and missing persons. These real-time alerts changed policing; however, only a small fraction of the Department's fleet was equipped with this technology, limiting the number of plates scanned.

Effective January 1, 2016, California Senate Bill 34 (SB 34), codified in California Civil Code §§1798.90.5-1798.90.55, established requirements governing the use of ALPR systems by law enforcement agencies. The law requires agencies to adopt and publicly post an ALPR usage and privacy policy, implement safeguards governing data access and sharing, and provide a private right of action for violations of the statute.

On May 17, 2016, the City Council approved the Department's ALPR policy to comply with the California Civil Code changes related to the collection and use of ALPR information (Attachment 1). The policy established operational guidelines governing authorized use, data security, training requirements, and retention of ALPR information in accordance with State law. Following the City Council's adoption, the policy along with the Department's other policies, was posted on www.scpd.org <http://www.scpd.org>.

Legislative changes, such as the passage of Proposition 47, led to the reclassification of certain

nonviolent crimes from felonies to misdemeanors. As a result, flash mob shoplifting and smash and grab thefts from vehicles increased dramatically between 2016 - 2019 throughout the state. In Santa Clara, thefts from vehicles increased by more than 55 percent during that period. These crimes often involved suspects using vehicles to quickly enter and exit City limits, making it difficult for investigators to identify suspect vehicles and detect crime patterns using traditional investigative methods.

In response to these trends, ALPR technology was identified as one of several analytical tools law enforcement personnel could utilize to identify suspect vehicles, track patterns of criminal activity, and improve investigative efficiency. In September 2019, the City Council approved $750,000 in grant funding from the California Board of State and Community Corrections (BSCC) to support regional crime prevention initiatives and investigative technology programs (Attachment 2).

As the Department evaluated future ALPR capabilities, the original mobile systems continued to deteriorate, could only address a fraction of the needs and were phased out of service. To expand investigative capabilities and provide broader coverage, the Department explored ALPR technology via fixed cameras at strategic arterial locations throughout the City.

Since 2021, Department ALPR has been supported under a contract with Flock. That year, the Department initiated a two-year pilot ALPR camera program, installing 12 fixed cameras at key ingress and egress locations throughout the City to assist investigators in identifying vehicles associated with criminal activity and support crime prevention efforts.

The Department found ALPR to be an effective way to prevent and solve crime.

By 2024, the City had deployed 17 fixed ALPR cameras citywide with the intention of expanding the network to 32 cameras. Twenty (20) additional cameras have been deployed in the Levi's Stadium and Silicon Valley Power (SVP) footprint areas, bringing the City's ALPR network to 52 cameras. Three additional cameras near Levi's Stadium are currently in the deployment process, which would bring the total to 55 active cameras.

Funding for the ALPR system (Attachment 3) has been supported through a combination of Police Department operating funds, Levi's Stadium to comply with Measure J, and Silicon Valley Power. In addition, several private entities within the City, including homeowners associations and commercial businesses, have installed privately owned ALPR cameras and voluntarily provide the Department with limited access to assist with crime prevention and investigative purposes. These partnerships support public safety efforts by expanding the availability of license plate recognition data that may assist officers and investigators in identifying vehicles associated with criminal activity.

Key Components of an Effective ALPR:
The ALPR program operates through several core components that define the system's capabilities, the information collected, and the safeguards in place to protect privacy.

Capabilities - ALPR systems help law enforcement identify vehicles associated with criminal investigations, locate specific vehicles related to crimes, identify crime patterns, and improve investigative efficiency compared with manual license plate checks.

Data Collected - ALPR systems capture the license plate number, vehicle rear image, vehicle make

and model, color and the date, time, and location of the scan. Images are captured from vehicles traveling on public roadways and do not include facial recognition, driver identity, or criminal history information.

Information Not Collected - The ALPR system does not collect or identify the identity of the driver or passengers, facial recognition or other biometric data, driver's license records or personal identity information, criminal history information, or immigration or citizenship status.

Search Criteria - "Be On the Lookout" (BOLO) or hot list alerts identify license plates associated with criminal investigations. The system automatically compares captured license plates against these lists.

Data Storage - ALPR images and related data are stored for a defined period, creating a temporary searchable archive that can assist investigators in identifying vehicles associated with criminal activity.

Privacy and Security - ALPR use is governed by California law and Department policies regulating system access, search logging, auditing, and data retention.

DISCUSSION

Legal and Policy Framework

The use of Automated License Plate Reader technology by law enforcement agencies in California is governed by state law designed to ensure transparency, accountability, and privacy protections. Courts have consistently recognized that license plates displayed on vehicles traveling on public roadways are observable in public view and therefore do not carry the same expectation of privacy as personal records.

California Senate Bill 34 (SB 34), passed in 2016, codified in California Civil Code §1798.90.5 et seq., and established privacy and security requirements governing the collection, use, maintenance, sharing, and dissemination of ALPR information. The law requires public agencies operating ALPR systems to do the following:

- Maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure
- Implement a usage and privacy policy, which shall be available to the public in writing and shall be posted conspicuously on that Internet Web site, and shall, at a minimum, include all of the following:
    - The authorized purposes for using the ALPR system and collecting the ALPR information.
    - A description of the job title or other designation of the employees and independent contractors who are authorized to use or access the ALPR system, or to collect ALPR information. The policy shall identify the training requirements necessary for those authorized employees and independent contractors.
    - A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
    - The purposes of, process for, and restrictions on, the sale, sharing, or transfer of ALPR information to other persons.
    - The title of the official custodian, or owner, of the ALPR system responsible for

implementing this section.
    - A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and correct data errors.
    - The length of time ALPR information will be retained, and the process the ALPR operator will utilize to determine if and when to destroy retained ALPR information.
- The ALPR Operator must keep a detailed record of every access to the ALPR data including user identification, date and time of access, the query, and the purpose of the access.
- A public agency that operates or intends to operate an ALPR system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body before implementing the program.
- A public agency shall not sell, share, or transfer ALPR information, except to another public agency, and only as otherwise permitted by law.

Neither SB 34, nor any other current law, provides any specific guidance or requirements relating to record retention. The California Highway Patrol has a statute specifically relating to their ALPR data retention (60 days), but that does not apply to municipal police departments. If the collection of ALPR data is analogized to “routine video monitoring” then Government Code §34090.6 requires retention of one year (which was incorporated into the City’s original 2016 ALPR Policy and has remained since that time). Otherwise, the standard minimum data retention period of two years would apply (Gov. Code §34090).

Note that SB 274 was proposed in 2025, passed by both houses of the State legislature, but vetoed by the Governor. It would have applied a 60-day record retention period for ALPR data for cities.

The frequently referenced 30-day retention period applies to the ALPR data stored in the FLOCK system and not downloaded to be in the City’s possession. As described below, it is the City’s understanding that FLOCK is complying with the 30-day period that was built into the City’s agreement with FLOCK.

SB 580 was approved in late 2025 and requires the California Attorney General to publish model policies for state and local agencies relating to interaction with immigration authorities consistent with federal and state law. The law further requires the AG to publish guidance, audit criteria, and training recommendations for databases operated by a state or local agency, including databases maintained for the agency by private vendors, aimed at ensuring that the databases are governed in a manner that makes the availability of information therein to anyone or any entity for the purposes of immigration enforcement limited to the fullest extent practicable. The deadline for the AG’s publication of model policy and guidance is July 1, 2026. This appears to encompass databases of information collected by ALPR systems. Therefore, if necessary, the City’s ALPR policy and practices will be updated to align with the Attorney General’s recommendation.

California Senate Bill 54 (SB 54), also known as the California Values Act, limits the sharing of certain information with federal immigration authorities and restricts the use of local law enforcement resources for immigration enforcement activities.

Santa Clara Police Department Policy 428 (Attachment 6) - Automated License Plate Readers establishes departmental procedures governing the capture, storage, access, retention, and release of ALPR data in compliance with state law.

Department Policy and Program Controls

Policy 428 establishes operational safeguards designed to ensure responsible and lawful use of ALPR technology. Key provisions include:

Authorized Use

ALPR technology may be used only for official law enforcement purposes, including identifying stolen or wanted vehicles, locating missing persons, and supporting criminal investigations.

Access Controls and Training

Access to ALPR systems and data is restricted to authorized personnel who have received training on system use, applicable laws, and Department policy. System access and searches are recorded in audit logs documenting the user, date, and time of access.

Data Retention

ALPR data downloaded to the server is retained in accordance with the Department's records retention schedule unless preserved as evidence in a criminal or civil action.

Audit and Accountability

The Department conducts monthly audits to monitor system activity and ensure compliance with Department policy.

Data Sharing Restrictions

ALPR information may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes. Requests must be submitted in writing, approved by the Administrative Services Division Commander or designee, and retained on file.

Privacy and Legal Compliance

The collection, use, and release of ALPR information must comply with California Civil Code §1798.90.5 et seq., enacted through Senate Bill 34 (SB 34), which establishes privacy, security, and usage requirements for ALPR systems. Department policy also requires compliance with the California Values Act (SB 54), which restricts the use of local law enforcement resources for immigration enforcement purposes.

Transparency

Consistent with these requirements and the City's commitment to transparency, community engagement regarding the ALPR program has occurred at several publicly noticed meetings, including:

- May 17, 2016 - City Council approval of original ALPR Policy
- September 17, 2019 - City Council approval of BSCC funding related to automobile burglary prevention. (Attachment 2)
- October 5, 2020 - Presentation to Chief's Advisory Committee regarding implementation of the pilot program.
- September 27, 2021 - Public ALPR Town Hall meeting hosted by the Police Department.
- October 26, 2021 - City Council informational report regarding the ALPR policy.

- February 7, 2023 - City Council approval of funding supporting ALPR program expansion. (Attachment 5)
- December 3, 2024 - City Council authorization for continued deployment and maintenance of ALPR cameras. (Attachment 3)

The Department also maintains a public transparency portal on its website that provides access to ALPR policies, program information, and a list of agencies authorized to access ALPR data.

Program Oversight and Accountability

The Department maintains internal oversight procedures to support responsible and lawful use of ALPR technology.

The Administrative Services Division Commander provides program oversight and conducts monthly reviews of system activity. An Intelligence Sergeant serves as the Department's ALPR program coordinator and manages day-to-day system administration, including coordinating user training, monitoring system configuration, and working with the vendor to review platform settings and updates.

All searches and system activity are recorded in audit logs that allow supervisory review of system use.

Requests for ALPR information sharing must be submitted to the Department, identify the requesting agency and purpose of the request, and receive approval from the Administrative Services Division Commander or designee. Requests are retained on file for accountability.

Public Records Act requests are processed in accordance with Department policy and California Civil Code §1798.90.55.

System Configuration Review and Audit Findings

The Department routinely conducts internal reviews of ALPR system activity, sharing configurations, and vendor platform settings as part of ongoing program oversight.

In September 2025, the Department identified a remaining non-California sharing configuration involving the Houston Police Department during a vendor platform review. The configuration was immediately removed, and subsequent review confirmed that no Santa Clara camera data had been accessed by the Houston Police Department.

Recent public comments in February 2026 raised questions regarding historical audit log entries that appeared to show out-of-state search activity. The Department conducted a broader review of the ALPR system, including vendor platform functionality, configuration settings, and historical audit logs.

Of 114,497 total searches between 2024 and 2025, only two searches specifically queried the SCPD camera network, both conducted by the Las Vegas Metropolitan Police Department.

The Department confirmed that no out-of-state sharing has occurred since September 2025, when internal review identified and corrected the remaining configuration issues.

Vendor platform updates and Department configuration reviews have since resulted in additional safeguards, including:

• Participation in nationwide lookup networks disabled for California agencies

• Removal of out-of-state sharing relationships

• Removal of federal agencies from system lookup networks

The Santa Clara Police Department retains full control over its ALPR data and determines whether, when, and with whom information may be shared, consistent with California law and Department policy.

The Department confirmed that the current system configuration restricts ALPR information sharing to California law enforcement agencies only.

Data Retention
The collection, use, and retention of ALPR information is governed by California Civil Code §§1798.90.5-1798.90.55 enacted through Senate Bill 34.

Santa Clara Police Department Policy 428 establishes a retention schedule for ALPR information. The current written policy reflects a one-year retention period as outlined in the Department's records retention schedule (Attachments 8 & 9 - Item 42), consistent with video monitoring retention authority provided under California Government Code §34090.6.

The vendor platform's standard retention period is 30 days from the date of capture unless the information is downloaded and preserved for investigative or evidentiary purposes. In those cases, the data is retained in accordance with the Department's records retention policy, or longer if needed for an investigation. Routine ALPR data that is not associated with an investigation or evidentiary need is automatically deleted after the retention period.

In this context, it is important to recognize the difference between audit logs and ALPR data. Audit logs are specifically required under SB 34, they do not include the ALPR data, and they are not subject to the 30-day retention requirement. Audit logs are kept longer specifically for oversight purposes. The ALPR data (the photo of the license plate and any other distinguishing characteristics noted) is deleted either by the vendor in accordance with the 30-day requirement, or by the City in accordance with the record retention schedule.

ALPR Operational Use and Value
ALPR technology supports criminal investigations and public safety operations by helping officers quickly identify vehicles associated with crimes, locate stolen vehicles, and develop investigative leads. The system has been used to assist investigations involving residential burglaries, commercial burglaries, automobile burglaries, robbery, homicide, assaults, mail theft, sexual assault, domestic violence, and missing persons cases.

As police operations become increasingly complex, technologies such as ALPR help the Department maximize existing personnel resources while expanding investigative capabilities. Between 2005 and 2025, Santa Clara's population increased by 22 percent, while the number of sworn officers grew by only 3 percent. During the same period, the City's commuter and event-driven population has expanded significantly. With staffing levels remaining relatively stable, leveraging technology is essential to maintaining service levels, officer effectiveness, and community safety.

In 2025, the Police Department's ALPR system generated 29,968 "hot list" alerts across the City's 52 cameras. A "hot list" is a customizable, real-time watchlist of license plates associated with stolen vehicles, warrants, or criminal investigation. Of those alerts:

- 338 involved stolen vehicles
- 31 involved vehicles connected to felony crimes
- 26,298 involved stolen license plates
- 3,301 were custom investigative alerts

Custom alerts include vehicles associated with active Santa Clara Police Department investigations, wanted subjects, or suspect vehicles identified through bulletins issued by neighboring jurisdictions.

During the same period, Department personnel conducted 46,220 investigative searches of the ALPR system to identify vehicles associated with crimes occurring in the City. These alerts and searches resulted in 17 arrests directly attributable to ALPR hot-hit alerts.

As with any automated alert system, officers must confirm the accuracy of a hot hit through additional law enforcement databases and visual verification before taking enforcement action.

Investigative Impact Examples
The Department has used ALPR technology to assist investigations, identify suspect vehicles, and safely apprehend individuals involved in criminal activity. The following examples illustrate how the system has supported real-world public safety operations:

Bank Distraction Thefts / “Bank Jugging” (Districts 1, 2 & 4)
Detectives investigated a series of bank distraction thefts linked to a South American Theft Group operating throughout the Bay Area. Within Santa Clara, the suspects were responsible for more than ten incidents involving the theft of over $250,000 in cash and jewelry. ALPR data assisted investigators in identifying suspect vehicles, linking incidents across multiple jurisdictions, and supporting surveillance operations. The investigation ultimately resulted in the identification of eight suspects and arrest warrants for more than 160 felony charges, including burglary, grand theft, and elder abuse. Detectives later executed multiple search warrants and arrested several suspects.

Home Invasion Robbery - Regional Coordination (District 2)
Santa Clara officers received an ALPR alert identifying a vehicle associated with an armed home invasion robbery reported by the Modesto Police Department. Officers located the vehicle and ultimately arrested the driver. Detectives from Modesto responded to Santa Clara continuing their investigation.

Commercial Burglaries (Districts 2 & 4)
An organized group committed numerous commercial burglaries, vehicle thefts, assaults, and attempted carjackings in Santa Clara and surrounding jurisdictions. The suspects stole vehicles and used them to forcibly enter businesses by driving into storefronts or removing doorframes before burglarizing the locations. ALPR data played a significant role in the investigation by helping officers identify suspect vehicles, link multiple crime scenes, and monitor vehicle activity associated with the suspects. Through coordinated investigative efforts, including search warrants and arrest warrants, detectives identified and arrested eight suspects and seized evidence related to the crimes.

Mail Theft & Fraud Investigation (District 2 & 4)
Detectives investigated multiple mail theft incidents in Santa Clara. ALPR data helped investigators

identify the suspect vehicle, which was initially displaying a stolen license plate. Further ALPR searches allowed detectives to identify the vehicle's true registration information. Additional investigation and search warrants led to the identification and arrest of the suspect. A search of the suspect's residence resulted in the seizure of stolen mail, stolen license plates, burglary tools, narcotics, and a firearm.

Armed Robbery Investigation (District 3)
Three suspects armed with a firearm committed a robbery and assault with a deadly weapon at a business near Monroe Street and Lawrence Expressway. Video surveillance provided a partial description of the suspect vehicle, which was later positively identified through an ALPR search. Detectives determined the same suspects were involved in a similar robbery in a neighboring jurisdiction. Officers later received an ALPR alert for the vehicle and located it parked in a hotel parking lot. Through coordinated efforts with the neighboring law enforcement agency, five suspects were ultimately identified and arrested.

Assault with a Deadly Weapon - Road Rage Incident (District 4)
During a road rage incident near Homestead Road and Lawrence Expressway, a driver intentionally struck a bicyclist, causing minor injuries. Officers used vehicle descriptions and nearby ALPR camera data to identify the suspect vehicle and entered it into a hot list. Later that evening, officers received an automated alert and located and arrested the suspect, who admitted involvement.

Sexual Assault of a Child Under 14 Years Old (District 5)
Officers investigated a case involving the sexual assault of a juvenile victim. Detectives conducted an extensive investigation that included coordination with outside law enforcement agencies and the execution of multiple search warrants. ALPR data provided critical investigative information by identifying the suspect vehicle traveling to Santa Clara near the time of the offenses. Detectives ultimately identified and arrested the suspect for multiple violations of Penal Code §288 and identified additional victims during the investigation.

Carjacking Investigation (District 6)
An ALPR alert identified a vehicle stolen during an armed carjacking three days earlier. The suspects were also believed to be connected to a homicide in Alabama. Officers located the vehicle and detained the suspects. Subsequent search warrants served in Sunnyvale and Santa Clara led to the safe arrest of a third suspect associated with the carjacking.

Conclusion
The Department remains committed to the responsible and transparent use of technology that supports public safety while respecting privacy protections established under California law.

Following its review of system configuration, platform functionality, and applicable policies, the Department confirmed that the current ALPR program operates in alignment with California Civil Code §§1798.90.5-1798.90.55 (SB 34), the California Values Act (SB 54), and Santa Clara Police Department Policy 428.

The Department will continue to monitor vendor platform updates, maintain appropriate access controls, and conduct supervisory oversight to support ongoing compliance, transparency, and responsible use of ALPR technology.

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

FISCAL IMPACT
There is no fiscal impact of this report.

COORDINATION
This report was coordinated with the City Attorney’s and City Manager’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
Note and file Information Report.

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. SCPD ALPR Policy May 17 2016
2. RTC 19-941
3. RTC 24-661
4. SCPD ALPR Policy 428
5. RTC 23-1418
6. RTC 25-535
7 Revised Police Department Records Retention Schedule

City of Santa Clara
The Center of What's Possible

AGENDA ITEM #: 14 B

AGENDA REPORT

Date: May 17, 2016

To: City Manager for Council Action

From: Chief of Police

Subject: Approval of the Santa Clara Police Department Automated License Plate Reader Policy as required by Section 1798.90.55 of the California Civil Code

EXECUTIVE SUMMARY

Since 2008, the Police Department has utilized Automated License Plate Reader (ALPR) technology to collect and store data for law enforcement purposes. ALPR is widely recognized as an effective tool to combat criminal activity, enhance productivity, and improve officer safety. ALPR cameras mounted on police units utilize Optical Character Recognition (OCR) to capture license plate numbers, which, along with the date, time, location, and an image of the vehicle, are transmitted and stored in a secure data base. The ALPR system instantly compares captured license plate numbers against a database of stolen and wanted license plates and alerts the officer/operator in the event of a match.

On January 1, 2016, changes to the California Civil Code related to the collection and use of ALPR information became effective as a result of Senate Bill No. 34. The statutory revisions imposed specified requirements on ALPR operators and end-users. ALPR operators that access or provide access to ALPR information are now required to maintain records of access to ALPR. Additionally, ALPR operators are required to implement a usage and privacy policy with respect to the collection and use of ALPR information. Revisions to the Civil Code require that policies include the following components:

- The authorized purposes for using the ALPR system and collecting ALPR information.
- A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- Training requirements for authorized users.
- A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- The purposes of, and restrictions on, the sharing of ALPR information with other persons.
- The title of the official custodian responsible for implementing and overseeing the ALPR operation.
- A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and to correct data errors.
- The length of time ALPR information will be retained, and the process the ALPR operator will utilize to determine if and when to destroy retained ALPR information.

In coordination with the City Attorney's Office, the Police Department created a policy, which provides guidance to members for the capture, storage, and use of data obtained through the use of ALPR technology. The Policy is provided in Attachment 1. The ALPR data may be accessed by authorized members of the Police Department only for legitimate law

enforcement purposes. The Police Department does not share ALPR data with non-law enforcement sources and does not sell data to third parties.

ADVANTAGES AND DISADVANTAGES OF ISSUE

The Police Department has created an Automated License Plate Readers (ALPR) policy in order to comply with recently passed state legislation. Section 1798.90.55 of the California Civil Code requires a public agency that operates or intends to operate an Automated License Plate Reader (ALPR) system to provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency.

ECONOMIC/FISCAL IMPACT

Approval of this policy would not have an economic/fiscal impact.

RECOMMENDATION

That the Council approve the Santa Clara Police Department's Automated License Plate Reader (ALPR) policy.

Michael J. Sellers
Chief of Police

APPROVED:

Rajeev Batra
Acting City Manager

Documents Related to this Report:
1) *Automated License Plate Reader Policy*

Automated License Plate Readers (ALPRs)

Purpose and Scope

Automated License Plate Reader (ALPR) technology can provide automated detection of license plates from a vehicle mounted or fixed post system. Santa Clara Police Department utilizes ALPRs to gather and convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen vehicles, stolen license plates, Amber Alerts, and missing persons. ALPRs may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

This ALPR policy sets forth defined parameters for the use of ALPRs in the collection and use of data in a manner consistent with respect for individual's privacy and civil liberties.

This policy should be publicly accessible and viewable.

Training and Responsibilities

ALPR Operators shall be personnel of the Santa Clara Police Department who are been certified in the use of CLETS Criminal Justice Information and Department of Motor Vehicles Record Information and have received formal training prior to using the ALPR system. This training shall include, but not be limited to:

Legal authorities, developments, and issues involving the use of ALPR data and technology.

Current Police Department policy regarding appropriate use of ALPR systems.

Technical, physical, administrative, and procedural measures to protect the security of ALPR data against unauthorized access or use.

Practical exercises in the use of the ALPR system.

It shall be the responsibility of each ALPR Operator to ensure the download of the most recent hot list occurs on the mobile computer prior to deployment of the ALPR equipment.

Some ALPR Operators will be assigned as trainers and may assist with the training of Operators, troubleshooting problems with the ALPR system, helping their co-workers understand the value of the ALPR system, and improving the operations of the ALPR system.

ALPR Operation

Absent exigent circumstances of a life safety nature, use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use the equipment or database records for any unauthorized purpose.

- An ALPR shall only be used for official and legitimate law enforcement business.
- No member of this department shall operate ALPR equipment or access ALPR data without first completing department approved training.
- An ALPR may be used in conjunction with any routine patrol operation or criminal investigation, Reasonable suspicion or probable cause is not required before using an ALPR.
- While an ALPR may be used to canvass license plates around any crime scene, particular attention should be given to utilizing ALPR equipped vehicles to canvass areas around homicides, shootings, abductions, and other major crime scenes. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspects and suspect vehicles.
- If practical, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert. The officer must also to the fullest extent possible, visually confirm the plate characters match those generated by the ALPR.
- No ALPR operator may access CLETS data unless otherwise authorized to do so and has a need and right to know.

ALPR Data Collection and Retention

All data images gathered by an ALPR are for the official use of the Santa Clara Police Department and because such data may contain confidential CLETS information, it is not open to public review. ALPR information gathered and retained by the department, may be used and shared with prosecutors or others only as permitted by law.

ALPR data should be stored for minimum of one year (Government Code 34090.6), and thereafter may be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. In those circumstances, the applicable data, should be either downloaded from the server onto portable media and booked into evidence or marked so that it will not be purged automatically without review.

Custodian of Records

The Santa Clara Police Department shall retain control and ownership of the information collected with ALPR and shall be the official custodian of records. To the extent permitted by law, requests for information under the California Public Records Act or Freedom of Information Act or similar applicable laws will be directed to the Police Department Records Manager.

Accountability and Safeguards

All saved data will be closely safeguarded and protected by both procedural and technological means. The Santa Clara Police Department will observe the following safeguards regarding access to and use of stored data.

- All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Manager and processed in accordance with applicable law.
- All ALPR data downloaded to the mobile workstation and server shall be accessible only through a login/password protected system capable of documenting all access of information by name, date and time.
- Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department related civil or administrative action.
- Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- ALPR system audits should be conducted on a regular basis.
- In the event the security of the server or data is breached and the possibility exists that an individual's personal information may have been accessed or exposed beyond the scope of law enforcement, upon discovery of the breach, the affected individuals will be noticed of the breach and any necessary instruction or direction will be provided.

REPORT TO COUNCIL

SUBJECT
Action to Approve California Board of State and Community Corrections Funding to Combat Auto Burglaries and Related Budget Amendment

BACKGROUND
Established in 2012, the California Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and technical assistance on a wide range of community corrections issues. In addition, the BSCC declares regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers and administers significant public safety-related grant funding.

The BSCC Corrections Planning and Grant Programs (CPGP) Division develops, administers and evaluates state and federally funded grant programs designed to improve the effectiveness of state and local correctional systems, reduce costs, maximize resources and enhance public safety. CPGP works closely with federal, state and local government agencies, as well as the private sector and nonprofit service providers, to foster collaborative approaches to address crime and delinquency.

DISCUSSION
The realignment in the California criminal justice system (Assembly Bill 109, Criminal Justice Realignment Act, passed by voters in October 2011) eliminates state prison as a sentence option for various felonies and transfers responsibility of these offenders to county jails and probation offices. Proposition 47 (passed by voters in November 2014) reduced certain drug possession felonies to misdemeanors. It also requires misdemeanor sentencing for petty theft, receiving stolen property and forging/writing bad checks when the amount involved is $950 or less. Proposition 57 (passed by voters in November 2016) allows parole consideration for nonviolent felons, changes policies on juvenile prosecution and authorizes sentence credits for rehabilitation, good behavior and education. In some cases, certain felony convictions were also retroactively erased.

In addition, persons released from state prison on or after October 2011, are released into Release Community Supervision (PRCS). The type of supervision is determined by the California Penal Code. Penal Code 3451 provides that only the following offenders released from California Department of Corrections and Rehabilitation are supervised on parole:

- An offender serving a current term for a serious felony, as described in PC Section 1192.7(c).
- An offender serving a current term for a violent felony, as described in PC Section 667.5(c).
- An offender serving a current term of life.

- An offender classified as a High-Risk Sex Offender.
- An offender determined to be a Mentally Disordered Offender.

The above actions have resulted in unintentional consequences. “Smash and grab” automobile burglaries were declining state-wide from 2007-2014 to roughly 24 incidents per 100,000 residents. Immediately after the passage of Proposition 47, thefts from vehicles started to increase and have skyrocketed since.

Meanwhile, unlucky victims face significant costs. Window repairs generally cost several hundred dollars and often involve lost time from work/school. Victims are out the value of stolen property, are burdened by the cost to replace the stolen item(s), use valuable time to work with insurance companies and may see an increase in their insurance rates. Some victims also suffer feelings of helplessness and personal violation that come from having an intruder destroy one’s property and rummage through their possessions.

The Police Department has taken proactive steps to address preventing thefts from vehicles among residents, property owners and visitors, including:

- Educational messages on the City/SCPD website and social media;
- Community meetings;
- Flyer distribution in targeted areas encouraging drivers not to leave valuables in their vehicle;
- Conversations with car rental companies and supply them with educational flyers to provide to renters;
- Meetings with hotel management and shopping center property managers to encourage ample lighting, security personnel, signage, video surveillance and maintain an open line of communication;
- High visibility patrols in areas where break-ins have occurred; and
- Undercover operations to locate in-progress thefts and apprehend suspects.

Currently, funding for this education and enforcement has come from the General Fund. Despite these efforts, the statistics in Santa Clara in recent years is staggering.

In 2018, Assistant Chief Dan Winter testified in front of a State Legislature Committee on the need for more resources to combat auto burglaries.

In June 2019, the California legislature approved a state budget with improvements in funding for education, mental health services, affordable housing, etc. As part of the budget, Assemblymember Kansen Chu secured $3.75 million in funding to combat the rising number of “smash and grab” car break-ins in Assembly District 25. Each police department in Assembly District 25 - Milpitas, Fremont, Newark, Santa Clara and San Jose - is the recipient of $750,000. A press conference commemorating such was held by Assemblymember Chu at the Milpitas Police Department on August 9, 2019.

BSCC funding will allow law enforcement agencies to work collaboratively and develop a task force to share resources and develop a comprehensive plan that will include community education, equipment procurement, staff costs and other creative prevention strategies to end auto break-ins in our communities.

Assemblymember Chu plans to update the public in one year with a summary of the initiatives implemented.

ENVIRONMENTAL REVIEW
This 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
Acceptance and approval of the BSCC grant funding will allow the Police Department to maintain, or increase, the level of education and enforcement necessary to continue to address this epidemic. Without the funding, auto burglaries are one of many competing priorities for General Fund dollars.

Budget Amendment
FY 2019/20

	Current	Increase/ (Decrease)	Revised
Police Operating Grant Trust Fund			
Revenues			
Board of State and Community Corrections Grant	$0	$750,000	$750,000
Expenditures			
Board of State and Community Corrections	$0	$750,000	$750,000

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
Approve California Board of State and Community Corrections Funding to Combat Auto Burglaries and Related Budget Amendment in the amount of $750,000.

Approved by: Deanna J. Santana, City Manager

24-661 **Agenda Date: 12/3/2024**

REPORT TO CITY COUNCIL

SUBJECT
Action on Purchase Order with Insight Public Sector for FLOCK Automated License Plate Reader Systems

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Automatic license plate readers (ALPRs) use a combination of cameras and computer software to scan the license plates of every vehicle passing by. ALPRs can be mounted on stationary poles, such as road signs and traffic lights, as well as on handheld devices and mobile patrol vehicles. ALPR technology logs the time, date, and GPS coordinates of each scan and captures images of vehicles. Unlike red light cameras (which the City of Santa Clara does not have), ALPRs do not have illumination to aid in identifying the driver or occupants of the vehicle, nor are they integrated with facial recognition solutions to identify registered owners or passengers.

ALPR technology shall only be used for legitimate law enforcement or public safety purposes with a need and right to know the information provided by an ALPR to:

- Locate stolen or wanted vehicles and vehicles that are the subject of a law enforcement investigation (e.g., identifying a crime, gathering evidence, working together with prosecutors to achieve a conviction in court, etc.);
- Locate and apprehend suspects that are sought by law enforcement;
- Locate witnesses and victims of violent crime;
- Locate at-risk missing persons (including responding to Amber and Silver Alerts);
- Protect participants at special events; and,
- Protect critical infrastructure sites.

No other uses shall be allowed.

ALPRs process each license plate against a designated “hot list.” These queries happen automatically in real-time, although officers can also query license plates manually via their mobile data computer in their patrol vehicle. When law enforcement receives a “hot hit,” they verify the data provided by ALPR technology using other law enforcement information sources to confirm the vehicle and justification before making contact. To the fullest extent possible, law enforcement personnel visually confirm that the plate characters generated by the ALPR technology correspond with the digital image of the license in question.

Pursuant to Senate Bill 31, on September 27, 2021, the Police Department conducted a virtual Town

Hall Meeting on ALPR; the recording was made available to the public on the Police Department's website and social media platforms. Subsequently, the Department's ALPR Policy was approved by City Council on October 26, 2021 (Attachment 1 - Report to Council 21-1122; Attachment 2 - Lexipol Policy 428). The requirements of the state law applicable to use, access, maintenance, disclosure, etc., of ALPR hardware, software, and resulting data, are incorporated into the Police Department's Policy 428. The Police Department's Policy Manual is available online at www.scpd.org <http://www.scpd.org>.

In 2021, the Police Department initiated an ALPR Pilot Program with Flock Safety Solutions (FLOCK), and integrated this pole-mounted technology at strategically selected locations in the City to capture large volumes of traffic at major ingress and egress locations along the City's borders; the City does not advertise the exact locations. Since that time, the number of cameras has grown to 17 and $127,723 has been spent to install, lease and/or move this equipment. The ALPR Pilot Program demonstrated the power of additional investigative evidence positively impacting clearance rates and resulting in a higher success rate in solving crimes. These costs have been paid utilizing California Board of State and Community Corrections (BSCC) funds; however, there are limited remaining BSCC funds available for these types of purchases.

In 2023, the Police Department received 17,527 "hot hit" alerts collectively among the 17 cameras. Of those, 765 were for stolen vehicles, 101 were for vehicles associated with felony crimes (e.g., domestic violence, armed and dangerous, evading law enforcement, etc.), 16,354 were for stolen license plates, and 307 were for custom alerts. Custom alerts include vehicles associated with active Santa Clara Police Department investigations, wanted subjects, or suspect vehicles identified from neighboring jurisdiction bulletins. In addition, Police Department personnel conducted 20,889 searches over the same timeframe, searching for vehicle license plates associated with crimes in the City. In turn, the Police Department made 64 arrests for various violations, including stolen vehicles, domestic violence, robbery, and homicide.

DISCUSSION

The recommendation in this report to use a cooperative purchasing agreement is made pursuant to City Code Section 2.105.270(c), which states that the City may, without observing formal bidding requirements, "contract with a vendor under a contract awarded using preestablished cooperative purchasing agreements, when such agreement resulted from a competitive bid process that meets or exceeds the City's competitive bid process, as determined by the Purchasing Division Manager."

In May 2023, Insight Public Sector (IPS) was awarded an agreement through a Request for Proposals (RFP) process conducted by Omnia Partners, with Cobb County as the lead public agency. The Purchasing Division Manager determined that the RFP met or exceeded the City's competitive requirements. In June 2024, staff issued a purchase order to IPS for the lease of an additional 15 pole-mounted cameras (bringing the total to 32 cameras, including 17 from the ALPR Pilot Program) at a cost of $93,250. These additional 15 cameras were purchased using available funds in the Police Department's operating budget.

Staff is now seeking City Council authorization to issue additional purchase orders to IPS to renew the lease and software subscriptions for the existing 32 ALPR cameras, purchase an additional 15 cameras for the Levi's Stadium footprint (for a total of 47 cameras), and acquire additional as-needed services. The total aggregate amount is $735,900 to cover all cameras and services through November 23, 2028. Table 1 provides a breakdown of the costs.

Table 1

Description	Funding Source	Amount
Additional 15 City Cameras (Currently in Implementation)	Police Dept Budget	$93,250
Software Renewal Costs for 32 City Cameras (February 24, 2025 - November 23, 2028)	Police Dept. Budget	$281,250
Additional 15 Cameras for Levi's Stadium (specific cost dependent on implementation date through November 23, 2028)	Stadium*	$178,750
Enhanced LPR Software Purchase ($15,000 per year x 4 years)	Police Dept Budget and Stadium*	$60,000
PROJECTED SPEND TOTAL		**$613,250**
Contingency (20%)		$122,650
TOTAL AGGREGATE NOT-TO-EXCEED AMOUNT		**$735,900**

* *Please note that funding sources designated as "Stadium" are paid from the City's Non-Departmental budget in the General Fund and reimbursed by Forty Niners SC Stadium Company (StadCo) and Santa Clara Stadium Authority (Stadium Authority).*

There are plans for incorporating ALPR technology in the Levi's Stadium exterior footprint, which includes parking lots and the streets surrounding the stadium. The Police Department is seeking to purchase 15 cameras which would bring the total camera count to 47 cameras. These additional 15 cameras will be reimbursed by StadCo and Stadium Authority for their respective NFL and Non-NFL events at Levi's Stadium. The billing for the Levi's Stadium cameras would be calculated similarly to that of the city-wide cameras (installation plus $3,000 annual expense per camera) estimated at $45,000 annually. For the cameras used in the Levi's Stadium footprint, installation and annual costs will be funded from the City's General Fund Non-Departmental Stadium appropriation, where public safety costs for Stadium events are budgeted, offset by reimbursement from the Stadium. It is anticipated that the Stadium appropriation can cover this expense; however; a budget amendment will be brought forward at a later date if necessary.

Additionally, the Police Department is planning to add the enhanced LPR software capabilities to detect suspect vehicles that frequently travel together ("Convoy Search"), conduct vehicle image search ("Visual Search"), and link suspect vehicles to multiple incidents ("Multi Geo Search"). This expense is the same regardless of the number of cameras, and costs can be split between the Police Department's operating budget and the City's General Fund Non-Departmental Stadium budget at a per camera rate (e.g., $15,000/47 = $320 per camera annually).

Data captured by the cameras is securely stored by the vendor (not by the City) until such time as the Police Department accesses or downloads an excerpt from the camera's feed for evidentiary purposes. The footage is held by the vendor for a period of 30 days, during which time it can be accessed only by authorized and trained Police Department personnel, in the course of legitimate law enforcement activity. The data can be accessed by other law enforcement agencies within the Flock system that the Police Department has agreed to share with. If it is not downloaded during this period

of time, it will be deleted. This downloaded data is then retained by the Police Department in association with their investigatory file materials, in accordance with the applicable record retention schedule.

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 aggregate maximum not-to-exceed amount of all future purchase orders is $735,900, subject to the appropriation of funds.

It is anticipated that the Police Department operating budget will have sufficient funds to cover the ongoing expense of the ALPR cameras throughout the City. The cameras used in the Levi's Stadium footprint and related installation, annual costs and percentage of the enhanced software would be paid from the City's Non-Departmental Stadium budget in the General Fund and reimbursed by StadCo and Stadium Authority. Funding for future years will be incorporated into the standard operating budget process.

COORDINATION

This report was coordinated with the Finance and Information Technology 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 <mailto: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 execute purchase orders with Insight Public Sector, through the Omnia Partners cooperative purchasing agreement, for the lease and/or purchase of FLOCK ALPR cameras, software enhancements, subscription services, and professional services, with a total aggregate amount not-to-exceed $735,900 to cover all cameras and services through November 23, 2028, subject to the appropriation of funds and in a final form approved by the City Attorney.

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. RTC 21-1122
2. Lexipol Policy 428

Automated License Plate Readers (ALPRs)

428.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

428.2 POLICY

The policy of the Santa Clara Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

428.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Santa Clara Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administrative Services Division Commander. The Administrative Services Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

428.3.1 ALPR ADMINISTRATOR

The Administrative Services Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information: Only properly trained sworn police personnel, community service officers, office specialists, crime analysts, records specialists, public safety dispatchers, vendor representatives and any other personnel who have received the required training with the approval of the Administrative Services Division Commander or their designee.

(b) Training requirements for authorized users: All authorized users shall complete the California Department of Justice CLETS access certification every two years. All authorized users shall also receive additional training from the vendor and the Police Training Unit, as set forth in the guidelines and procedures document.

(c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.

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(d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the operation: The Administrative Division Commander or their designee shall oversee the ALPR program.

(f) The Administrative Services Division Commander or designee, who shall oversee the ALPR program operation, shall be responsible for ensuring that the program is maintained, and shall continuously work with the Custodian of Records on the retention of destruction of ALPR data.

(g) The ALPR policy and related procedures shall be conspicuously posted on the department's website.

428.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

428.5 DATA COLLECTION AND RETENTION

The Administrative Services Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year and in accordance with the established records retention schedule. Thereafter, ALPR data should be

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purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

428.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Santa Clara Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52). The user's unique identifier shall be recorded each time ALPR data is accessed.

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) The Administrative Services Division Commander or their designee should perform monthly audits to ensure proper use of the ALPR data.

For security or data breaches, see the Records Release and Maintenance Policy and the guidelines and procedures prepared by the Department.

428.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Administrative Services Division Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

428.8 TRAINING

The Police Training Coordinator should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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23-1418 Agenda Date: 2/7/2023

REPORT TO COUNCIL

SUBJECT
Action on Approval of the Spending Plan for Supplemental Law Enforcement Services Fund and Related Budget Amendment

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In 1996, Assembly Bill 3229 established the Citizen's Option for Public Safety (COPS) program's Supplemental Law Enforcement Services Fund (SLESF). The Legislature determined that there was a compelling need for additional resources at the local level for the purpose of ensuring public safety and established the COPS program to advance community policing in all counties. The COPS program awards non-competitive and non-matching grants to law enforcement agencies to fund frontline municipal police services. The City has used these funds in prior years to purchase officer safety and duty equipment, communications equipment and vehicles, among other things, that are all used directly and solely in the provision of frontline police services to the community.

Per Government Code §§ 30061-30063, cities are allocated a proportionate share of COPS funds by the California Department of Finance, through Santa Clara County. Proportionate shares are based on population estimates determined by the California Department of Finance.

This is not a fixed amount grant. Under the standard grant program allocation, the City of Santa Clara is eligible to receive a minimum of $100,000 annually. Each fall, Santa Clara County estimates the allocation for each law enforcement agency in the county; the actual amount paid varies from the projection and is unknown until the payment cycle is complete. Monthly distributions are received via wire transfer and the City's Finance Department deposits these funds into a separate grant account. These distributions are not received in equal installments from month-to-month; therefore, spending over the course of the payment cycle can be unpredictable.

In recent years, the City of Santa Clara has received COPS funding as follows:

Funding Cycle	Minimum Amount to be Allocated	Projected Allocation *	Actual Amount Received **
COP 11 - 12	$100,000	$224,246	$169,674
COP 12 - 13	$100,000	$191,055	$200,160
COP 13 - 14	$100,000	$191,913	$205,650
COP 14 - 15	$100,000	$191,446	$219,432

COP 15 - 16	$100,000	$189,093	$244,542
COP 16 - 17	$100,000	$190,585	$270,027
COP 17 - 18	$100,000	$196,976	$282,165
COP 18 - 19	$100,000	$196,976	$307,179
COP 19 - 20	$100,000	$195,075	$305,734
COP 20 - 21	$100,000	$196,119	$327,071
COP 21 - 22	$100,000	$200,298	$331,034

*The Projected Allocation column shows the California Department of Finance's initial estimated grant allocation.
**This column reflects the total amount received by the City; this report requests action on behalf of the Council for the additional funding received from FY 2021/22.

The COPS/SLESF grant does not have any application or other requirements; the monies are transferred to local entities through the County by operation of law (Government Code §§30061-30063) and are to be expended in accordance with the requirements of those code sections. The Government Code contains the following requirements for a recipient agency:

- The funds shall be used exclusively for frontline law enforcement services
- The funds cannot be used to supplant other existing funding sources for general law enforcement services
- The City Council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the Chief of Police
- Moneys in the fund shall not be transferred to, or intermingled with, the moneys in any other fund in the City treasury, except to the extent necessary to facilitate the appropriation and expenditure of those transferred moneys
- Once the appropriation of the grant funds is made, it cannot be subsequently altered by the City Council
- Administrative overhead costs cannot exceed of 0.5% of the City's allocation
- The funds cannot be used for a capital or construction project that does not directly support frontline law enforcement services

DISCUSSION

Santa Clara County's estimated allocation for frontline law enforcement equipment for Fiscal Year 2022/23 is $3,339,482. Based on the January 2022 population estimate of 130,127, the City of Santa Clara expects to receive $200,980 in COPS funding, as presented in Attachment 1. Staff recommends appropriating these funds as part of this report.

On October 17, 2022, the Police Department received an additional allocation in the amount of $130,737 for the FY 2021/22 COPS grant, increasing the total amount received from $200,298 to $331,035. Staff recommends appropriating the additional funding of $130,737 as part of this report.

In accordance with grant requirements, staff is also presenting a spending plan to account for the FY 2022/23 grant and adjustments to the FY 2021/22 grant. The last spending plan was approved on January 25, 2022 (RTC #22-1559, Attachment 2) totaled $288,869 in purchases with the understanding the Police Department would return to City Council should additional funds become available. The last approved spending plan accounted for the anticipated FY 2021/22 grant as well as

additional funding for the FY 2020/21 grant.

In this memorandum, the Chief of Police requests that the City Council approve a spending plan totaling $331,717 to account for the FY 2022/23 grant ($200,980) plus the increase in the FY 2021/22 grant ($130,737). These grant funds will be used to support front line municipal police services, as described below.

Current Priority	Equipment, Program or Service *	Not to Exceed Estimated Amount **
1	Fund an extension to the Psychiatric Emergency Response Team (PERT) program with the County of Santa Clara	$70,000
2	Training in the Communications Center related to new Public Safety Dispatchers and calls for service	$30,000
3	Batteries for P-25 radios	$60,000
4	Canine equipment / training	$15,000
5	Training of personnel to conduct “train the trainer” courses internally to our organization on front line law enforcement services/equipment	$26,717
6	Evidence collection equipment	$60,000
7	Pilot program with Axon mobile Automated License Plate Readers, expand the number of fixed Automated License Plate Readers through FLOCK and/or extend existing software service agreement	$40,000
8	Axon Air software subscription and accessories to support the Directed Aerial Response Team	$20,000
9	Firearms, ammunition and associated equipment	$10,000
	TOTAL	$331,717

*Priorities may change over the course of the grant cycle and/or alternate funding sources may become available.
**Estimates to be fleshed out (e.g. vendor, number of items, promotions, etc.) as funding becomes available over the grant cycle.

Staff will continue to evaluate priorities based on needs and the actual funding amount received as not all items may be funded.

If additional FY 2022/23 grant funds become available, staff will bring forward a budget adjustment.

ENVIRONMENTAL REVIEW

This 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

In October 2022, the City of Santa Clara received official notice from the California Department of Finance that its expected Citizens' Option for Public Safety allocation for FY 2022/23 is $200,980.

Also, in October 2022, the Police Department received additional funding of $130,737 for the COP 2021/22 allocation, bringing the total COP 2021/22 award to $331,035.

Budget actions are recommended to recognize the COPS grant revenue and appropriate the funding in the City's Police Operating Grant Trust Fund, as detailed in the table below.

Budget Amendment
FY 2022/23

Police Operating Grant Trust Fund	Current Budget	Increase / (Decrease)	Revised Budget
Revenue			
Grant Funding - COP22	$10,760	$130,737	$141,497
Grant Funding - COP23	$0	$200,980	$200,980
Expenditures			
Citizen's Option for Public Safety FY 2021/22	$146,062	$130,737	$276,799
Citizen's Option for Public Safety FY 2022/23	$0	$200,980	$200,980

Although equipment purchased with the grant funds will not initially create any additional cost for the City, it is possible that future repair or other servicing, or replacement costs, for such equipment would create an expense. The department will absorb such costs within future budget allocations.

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 the spending plan for funds received from the Citizen's Option for Public Safety Programs Supplemental Law Enforcement Services Fund; and
2. Approve a FY 2022/23 budget amendment in the Police Operating Grant Trust Fund to recognize revenue in the amount of $130,737 for the COPS 22 grant and $200,980 for the COPS 23 grant, increase the Citizen's Option for Public Safety FY 2021/22

appropriation in the amount of $130,737, and establish the Citizen's Option for Public Safety FY 2022/23 appropriation in the amount of $200,980 (five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Pat Nikolai, Chief of Police
Approved by: City Manager's Office

ATTACHMENTS

1. Letter from the California Department of Finance with Citizens' Option for Public Safety percentages and allocation
2. Report to Council #22-1559 from the January 25, 2022 City Council meeting

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25-535 Agenda Date: 6/24/2025

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Adopting the Revised Police Department Records Retention Schedule and Partially Rescinding Resolution 12-7965

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The current 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 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.

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 was last updated and adopted in August 2012. Since that time, 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.

In March 2025, the City retained the services of Kaizen Info Source to update the Schedule, starting with the Police Department. Subsequent updates to the Schedule for specific departments and City-wide records categories will come forward for approval as they are developed.

DISCUSSION

The Retention Schedule is an integral part of the City's records and information management and requires periodic updates to comply with State regulations and individual department needs. The Schedule provides a basic index to the City's records and a guide to City-wide records retention practices. The proposed revised Police Department Records Retention Schedule will support the City's management of records. This updated Records Retention Schedule for the Police Department will not only increase government transparency but will also minimize legal risk to the City in that it

addresses modifications to retention periods in accordance with State law.

Examples of updates to the Police Department's Schedule include:

- Retention periods specific to body-worn camera footage, and associated data relating to body-worn cameras (which the Department did not use widely in 2012)
- Under Senate Bill 16 (effective January 1, 2023) the retention period for certain Internal Affairs files was increased from 5 to 15 years. While the Police Department already adopted an internal process to timely comply with the new law, this update to the Retention Schedule formally adopts the correct retention periods.
- Expressly including ALPR data retention period of one year, consistent with Department Policy 428, and as required by Senate Bill 34 (effective January 1, 2016). Again, the Police Department has already adopted a Policy Manual Section that was compliant with State law, but the Retention Schedule must be updated to reflect the same periods.

The proposed Resolution rescinds that portion of Resolution 12-7965 that adopted the current Police Department Retention Schedule, and adopts the updated schedule. The 2012 City-wide schedule, as well as the schedules applicable to other departments will remain in place pending completion of those updates, and approval of same by City Council.

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 Police Records Retention Schedule has no fiscal impact.

COORDINATION

The report was coordinated with the City Clerk's Office, the 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt the Resolution Adopting the Revised Police Department Records Retention Schedule and Rescinding those portions of Resolution 12-7965 (adopted August 28, 2012) applicable to the Police Department Record Retention Schedule.

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Revised Police Department Records Retention Schedule
2. Adopted 2012 Police Records Retention Schedule
3. Resolution 12-7965
4. Resolution

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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	Responsible Department(s)	Retention	Legal Citations and Comments
001	**Agreements, Contracts and Leases - Construction, Improvements to Real Property and Facilities** Executed agreements and contracts for construction and/or improvements to the City's real property and facilities .	Addendums and Amendments Attachments / Exhibits Bids, Awards Bonds Certificates of Insurance and Endorsements Change Orders Disclosures Exhibits Letters of Intent Memoranda of Agreement (*MOAs*) Professional Services Agreements Proposals, Quotations Proof of Insurance Certificates Statements of Work (*SOWs*) Successful Requests for Proposal (RFP) Warranties	Police	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 - 48 CFR 4.705-3(h) - (4Y)
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, MOA, MOU and associated ancillary documents, between the City and other parties.	Addendums and Amendments Attachments / Exhibits Bids, Awards Bonds Certificates of Insurance and Endorsements Change Orders Concessions Disclosures Exhibits Franchises Letters of Intent Notices of Intent Proposals, Quotations Proof of Insurance Certificates Receiving Reports Specifications Statements of Work (*SOWs*) Successful Requests for Proposal (RFP) Warranties	Police	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)
003	**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 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 Mitigation Plan	Police	While Active+10Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)
004	**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.	Briefing/Unit Training Certification Records Compliance Training Individual Education, Development	Police	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) US - 29 CFR 1602.14 - (AC+1Y) US - 29 CFR 1602.31 - (2Y) 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	Responsible Department(s)	Retention	Legal Citations and Comments
005	**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	Police	10Y	CA - 8 CCR 3203(b)(2) - (AC+1) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (2Y) 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)
006	**Grants and External Funding Sources** Documents the application, evaluation, awarding, administration, monitoring, reporting, and status of grants and other funding sources in which a local government entity is the recipient, grantor, allocator, or administrator. Includes: - Combined Federal, State, Local Grants - Federal Grants - Local Grants - State Grants	Applications (*including project proposals*) Audits Award Notification Funding Requests (*State Funded*) Grant Administration Grant Evaluations Grant Funding Grant Invoices Payroll (*certified, Davis Bacon*) Program Rules, Regulations, Procedures Reports to Funding Agencies Semi-annual Labor Reports	Police	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) Unsuccessful applications are retained for 2 years. NOTE: If a grant requires longer retention, its specific requirements will take precedence.
007	**Policies and Procedures** All administrative documentation of City policies and procedures.	Acronyms Administrative Policies Administrative Regulations Directives General Orders Guidelines Handbooks Policies Procedure Manuals Procedures Program / Initiative Plans Standards	Police	While Active+10Y	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)
008	**Procurement - RFP, RFQ, RFI, Bids Not 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*)	Police	While Active+2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y)
009	**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)	Police	While Active+2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
010	**Code Enforcement** Records and information documenting compliance with City codes, including such issues as: - Vehicle related, e.g., abandoned, parking - Yard/garage sales - Graffiti - Illegal dumping - Vacant/abandoned buildings - Property maintenance - Abandoned shopping carts - Prohibited signage - Home occupations	Administrative Citations Audio Recordings of Hearings Certificates of Nuisance and Abatement Citations Compliance with Conditions of Approval Inspections / Enforcement (*business, residential)* Investigations Notices of Noncompliance Notices of Violation Photographs	Police	5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) CA - PEN 802(d)(4) - (4Y) CA - Law Enforcement Evidence and Property Management Guide Santa Clara Municipal Code 2.80.050 - (MAINT) NOTE: Records for repeat offenders may be retained longer to document a history of violations
011	**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 Asset Forfeiture Funds Bequests Cash Management Records (*cash disbursement, cash register receipts, cash receipts*) County Tax Payments Credit Memos Donations Expense Reports, Reimbursements for Employees and Officials Fees and Taxes FEMA Reimbursements Form 1099 Records and Form W-9 Records Invoices and Vouchers Payables Public Safety Tax Purchasing Card Expense Reconciliation/Allocations Receivables Reconciliations Refunds Sales and Use Taxes Paid Tax Revenue (*e.g., gas taxes, property taxes, utility user taxes*)	Police	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 - 26 CFR 31.6001-1(e)(2) - (5Y) US - 26 USC 6531 - (LA6Y) US - 29 CFR 97.42 - (3Y) US - 48 CFR 4.705-1 - (4Y; 2Y)
012	**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	Police	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)

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	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	Benefit Payments Deduction Authorizations, Registers, Reports Deferred Compensation Educational Reimbursements Employee Master File Federal and State Tax Garnishments Overtime Authorizations Payables Payroll Checks, Copies, Stub Reports Payroll Certifications, Controls, Earnings Payroll Taxes PERS Reporting Processing Reports, Reports to Government Salary Schedules Timekeeping Records (*timecards, out of class forms/reports, extra help requests*) W-2, W-4	Police	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)
014	**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 - benefit actions - leave records - job required trainings - POST training for Peace Officers - Ethics - FEMA/SEMS/CSTI - Fire Extinguisher - First Aid/CPR - Harassment - Privacy - Safety - Specialized Equipment - Child Protective Services & Boundaries	Applications Awards, Commendations, Certificates Benefit Actions (*enrollment, claims, changes, life events, retirement*) DMV Records (*pull notices*) Employee Driver Qualification Files Employee Policy Acknowledgements FMLA Leave Records I-9 Documents & Immigration Supporting Documentation Individual Employee Agreements, Contracts (*copies*) Individual Education, Development, Training Records Job Offer Letters, Conditional Offers of Employment Oaths of Office Performance Evaluations, Reviews or PIPs Recognition Records Pertaining to EE Driving Records Volunteer Acknowledgements, Waivers, Executed Policy Receipts	Police	Separation+5Y	CA - 2 CCR 11013(c) - (AC+2Y) CA - GOV 12946 - (T+2Y) 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 - 8 CFR 274a.2 - (3Y or T+1Y, whichever is longer) US - 20 CFR 655.760 - (T+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)

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
015	**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*) Background Packets Drug Testing, Pre-Hire Screening - candidates not hired/accepted Eligible Lists Job Postings, Announcements Job Requisition Requests Job Specifications Miscellaneous Hiring Process Notes Position Information Personal History Statement (PHS) Rating Sheets Temporary Staffing Test Results Test and Examination Materials Unpaid Interns (*rejected*) Volunteers (*rejected*)	Police	5Y	CA - 2 CCR 11013(c)(2) - (2Y) CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 12946 - (2Y) 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)
016	**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
017	**Criminal Registrations - Gangs** Records for those required to register as gang violence offenders.	Case Files Reports	Police	CU+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)
018	**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)
019	**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	CU+5Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 (2) Santa Clara Municipal Code 2.80.050 - (MAINT)
020	**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	Responsible Department(s)	Retention	Legal Citations and Comments
021	**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)
022	**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 there is no sustained finding of misconduct.	Actions Taken Citizen Complaints IA Investigative File 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)
023	**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 there 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	Responsible Department(s)	Retention	Legal Citations and Comments
024	**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)
025	**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	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)
026	**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	Responsible Department(s)	Retention	Legal Citations and Comments
027	**Police Case Files - Arson Investigations** Records and information associated with arson investigations.	Case Files Evidence Files Investigations	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)
028	**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)
029	**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).
030	**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 337.5 - (LA10Y) 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)
031	**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.

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Record No.	Record Name and Description	Example Records	Responsible Department(s)	Retention	Legal Citations and Comments
032	**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.
033	**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)
034	**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
035	**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
036	**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
037	**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)
038	**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	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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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	Responsible Department(s)	Retention	Legal Citations and Comments
039	**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.
040	**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.
041	**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)
042	**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 CED 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.
043	**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 Key Cards Security Guards Transaction Logs Visitor's Logs	Police	2Y	CA - GOV 945.6(a)(2) - (LA6M; LA2Y) CA - GOV 34090 - (2Y) Santa Clara Municipal Code 2.80.050 - (MAINT)