City of Santa Clara

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

Tuesday, November 18, 2025 **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

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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.

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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

Confirmation of Quorum

1.A 25-264 Study Session and Update on the City's Vision Zero Plan

Recommendation: Note and file Study Session Report and provide any feedback on the City's draft Vision Zero Plan

1.B 25-1103 Study Session on Pedestrian Access on County Expressways

Recommendation: Note and File Study Session Report and provide any feedback on pedestrian access on County Expressways

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 ON NOVEMBER 10, 2025

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Note: Item #5 Under Public Hearing/General Business (Public Hearing: Action on a Vesting Tentative Map (PLN24-00044) for a Proposed Common Interest Development of Six Single-Family Housing Units Located at 4503 Cheeney Street) will be continued to December 16, 2025

SPECIAL ORDER OF BUSINESS

2. 25-1592 Commendation of the Santa Clara Swim Club in Honor of their Gold Medal Club Recognition

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 **25-1631** Action on the October 7, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and October 21, 2025 Special City Council Minutes

Recommendation: Approve the October 7, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and October 21, 2025 Special City Council Minutes.

3.B **25-22** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of Governance and Ethics Committee - September 8, 2025.

3.C **25-1535** Action on City Bills and Claims Report for the period September 20, 2025 - October 17, 2025

Recommendation: Approve the list of Bills and Claims for September 20, 2025 - October 17, 2025.

3.D 25-1560 Action on Monthly Financial Status and Investment Reports for September 2025 and Approve the Related Budget Amendments

Recommendation: 1. Note and file the Monthly Financial Status Report and Monthly Investment Report for September 2025 as presented; and
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 3 of the staff report):
   a. General Fund: reallocates funding in the Non-Departmental appropriation from the separation payouts budget to the materials, services, and supplies budget, recognizes ambulance transport revenues and transfers the funds to the Vehicle Replacement Fund to replace a reserve fire engine, and recognizes Flexible Spending Account forfeiture funds and appropriates those funds to the Human Resources Department for employee health and wellness activities, with a net impact of $118,700;
   b. Fire CUPA Fund: increases the materials, services, and supplies appropriation and decreases the unrestricted ending fund balance, with a net impact of $0;
   c. Fire Development Services Fund: increases the materials, services, and supplies appropriation and decreases the unrestricted ending fund balance, with a net impact of $0;
   d. Fire Operating Grant Trust Fund: recognizes County Emergency Medical Services funding and appropriates the funds to the Fire Department, with a net impact of $33,332; and
   e. Vehicle Replacement Fund: recognizes a transfer from the General Fund and allocates funding to replace a reserve fire engine, with a net impact of $100,000.

(5 Votes required for items 2.a-e with further details provided in Attachment 3)

3.E 25-1107 Action on the City's Debt Management Policy

Recommendation: Approve the Debt Management Policy for the City of Santa Clara, its agencies and corporations.

3.F **25-1065** Action to Authorize the City Manager to Execute an Agreement for Services with Cascade Energy, LLC for a Third-Party Efficiency and Electrification Solutions for Industrials Program, for a Total Amount Not-to-Exceed $750,000

Recommendation:

1. Authorize the City Manager to execute an Agreement for Services with Cascade Energy, LLC, for a Third-Party Efficiency and Electrification Solutions for Industrials Program, for a three-year term ending September 30, 2028, for a total maximum compensation amount not-to-exceed $750,000 (Agreement), subject to the appropriation of funds and approval as to form by the City Attorney, to be funded by the Electric Operating Grant Trust Fund; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Agreement including negotiating and executing future amendment(s) to (1) add or delete services associated with the services, (2) adjust future rates based on market conditions, (3) exercise a one-year option to extend the term through September 30, 2029, and (4) make de minimis changes, subject to the maximum compensation stated above and review and approval as to form by the City Attorney.

3.G **25-1514** Action on a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) for 1458 Lexington Street

Recommendation: Based on the Historical & Landmarks Commission recommendation to City Council and adherence to the Secretary of the Interior's Standards for Rehabilitation, staff recommends City Council approval of the request as follows:

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331 (Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1458 Lexington Street.

3.H **25-1594** Action on Agreement with NeoGov for the Human Resources' Applicant Tracking System and Related Software Subscription Services

Recommendation: Authorize the City Manager or designee to execute an agreement with NeoGov for an applicant tracking system and related software subscription services for an initial 19-month term ending on June 30, 2027 and five (5) subsequent auto-renewing terms (ending no later than June 30, 2032) with a maximum compensation not to exceed $152,344.64 for the initial term and $717,644.04 if all renewal terms are automatically renewed in a final form approved by the City Attorney and subject to the appropriation of funds.

3.I **25-934** Action to Authorize the City Manager to Negotiate and Execute an Agreement with TRC Solutions, Inc. (TRC) for Electrification Rebates and Incentive Program Services for a Maximum Compensation Not to Exceed $2,935,500

Recommendation:

1. Authorize the City Manager or designee to execute an agreement with TRC Solutions, Inc. for Electrification Rebates and Incentive Program Services for an initial five-year term, starting on or around October 15, 2025, and ending on or around October 14, 2030, with a maximum compensation not to exceed $2,935,500 (funded by the Electric Operating Grant Trust Fund), subject to the appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) add or delete services consistent with the Agreement's scope of services, (b) adjust future rates based on market conditions, (c) increase the maximum compensation by up to $300,000 for a revised not to exceed amount of $3,235,500 over the full term of the Agreement, and (d) make de minimis modifications, subject to the appropriation of funds and review and approval as to form by the City Attorney.

3.K 25-1117 Action on an Agreement for Services with Utility Data Contractors, LLC to Provide all Professional Services to Upgrade Silicon Valley Power's Geographic Information System, for a Maximum Compensation Amount Not-to-Exceed $1,596,900, to be Funded by Silicon Valley Power

Recommendation:

1. Authorize the City Manager or designee to execute an agreement with Utility Data Contractors, LLC (Agreement) to provide all professional services to upgrade Silicon Valley Power's Geographic Information System, for a term ending on July 3, 2028, with a maximum compensation not-to-exceed $1,596,900, to be funded by the SVP Operating or Capital Fund; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Agreement including negotiating and executing future amendment(s) to (1) add or delete services associated with the services, (2) extend the term as needed to complete the project, and (3) make de minimis changes, provided that the total maximum compensation does not exceed $1,596,900, subject to the review and approval as to form by the City Attorney.

3.L 25-1573 Action on Award of Contracts for As-Needed Engineering Support Services to Electric Power Engineers, LLC, Flynn Resource Consultants, Inc., Handran Engineering, Leidos Engineering, LLC, and Power-Tech Engineers, Inc. with an Aggregate Maximum Compensation Not-to-Exceed $15 Million, Inclusive of the Option Year, to be Funded from the Electric Utility Fund and the Electric Utility Capital Fund

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute agreements with (i) Electric Power Engineers, LLC, (ii) Flynn Resource Consultants, Inc, (iii) Handran Engineering, (iv) Leidos Engineering, LLC, and (v) Power-Tech Engineers, Inc. for as-needed engineering support services for a five-year term starting on December 1, 2025, and ending on or around November 30, 2030, with an initial maximum compensation of $1,000,000 per agreement for an aggregate amount of $5,000,000, to be funded by the Silicon Valley Power Operating or Capital Fund as applicable, and subject to the review and approval as to form by the City Attorney; and
2. Authorize the City Manager to take any actions as necessary to implement and administer the above agreements, and negotiate and execute amendments to (a) add or delete services consistent with the scope of services, (b) adjust future rates to account for reasonable changes in labor rates, (c) adjust the maximum compensation in each agreement as needed, subject to a total maximum aggregate compensation not-to-exceed $15,000,000 (an increase of $10,000,000) across all five agreements, to be funded by the SVP Operating or Capital Fund as applicable, (d) exercise an option to extend the term of each agreement through November 30, 2031, and (e) make de minimis changes, all subject to the appropriation of funds, and the review and approval as to form by the City Attorney.

3.M 25-946 Action on the Award of a Public Works Contract for the Henry Schmidt Park Playground Rehabilitation Project to Suarez & Munoz Construction, Inc.

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (c), "Existing Facilities," of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the Henry Schmidt Park Playground Rehabilitation Project to the lowest responsive and responsible bidder, Suarez & Munoz Construction, Inc., in the amount of $4,812,274 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project in final forms approved by the City Attorney; and
3. Authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $721,841, for a total not to exceed amount of $5,534,115.

3.N 25-374 Action on the Award of Purchase Orders to Fire-Dex, LION First Responder PPE, L.N. Curtis, Ricochet Manufacturing Company, and/or their Authorized Dealers for the Purchase of Personal Protective Equipment for Santa Clara Fire Department Emergency Response Personnel, in an Aggregate Maximum Compensation Not-to-Exceed Amount of $2,737,817.

Recommendation: Authorize the City Manager, or designee, to execute purchase orders consistent with the pricing, terms, and conditions of the Sourcewell cooperative agreements with Fire-Dex, LION First Responder PPE, L.N. Curtis, Ricochet Manufacturing Company and/or their authorized dealers for the purchase of Personal Protective Equipment for the Fire Department through March 27, 2031, in a total aggregate maximum compensation amount not-to-exceed $2,737,817, inclusive of a 10% contingency and applicable taxes, subject to the appropriation of funds and review and approval as to form by the City Attorney.

3.O 25-916 Action on the Award of Purchase Orders for Vehicles and Equipment for the Public Works, Fire, Police, Silicon Valley Power, Water & Sewer Utilities, Community Development, and Parks & Recreation Departments, Funded by Amounts Previously Approved in the City's Operating Budget for Fiscal Year 2025/26

Recommendation: Approve and authorize the City Manager or designee to execute purchase orders with Municipal Maintenance Equipment, Inc., Downtown Ford, Coast Counties Peterbilt, Folsom Lake Ford, and National Auto Fleet Group for the purchase of vehicles and equipment for the Public Works, Fire, Police, Silicon Valley Power, Water & Sewer Utilities, Community Development, and Parks & Recreation Departments utilizing cooperative purchase agreements via Sourcewell and the California Department of General Services on the terms and in the amounts presented, in a total aggregate amount not-to-exceed $3,828,000 (inclusive of taxes, fees, and a 10 percent contingency), in final forms approved by the City Attorney.

3.P 25-962 Action on Amendment No. 1 to the Agreement with Schaaf & Wheeler Consulting Civil Engineers for Design Professional Services for the Bowers Avenue Underpass Storm Drain Pump Station Project

Recommendation:
1. Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Schaaf & Wheeler Consulting Civil Engineers for Design Professional Services for the Bowers Avenue Underpass Storm Drain Pump Station Project in the amount not-to-exceed $419,641, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement, including time extensions, if needed.

3.Q 25-787 Action on an Amendment to an Existing Agreement with Accela, Inc. for Land Management Software and the Related Budget Amendment

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 3 to the Agreement with Accela, Inc. to extend the term by five years through November 29, 2030, and increase the maximum compensation by $4,153,608.50 for a revised maximum compensation of $7,028,780.75;
2. Authorize the City Manager or designee to negotiate and execute future amendments as needed to (1) add, modify, or delete services and (2) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney; and
3. Approve the FY 2025/26 budget amendment in the General Fund to increase the Non-Departmental appropriation in the amount of $68,790 and decrease the Technology Fee Reserve in the amount of $68,790 **(five affirmative Council votes required for the use of unused balances)**.

3.R 25-1007 Informational Report on 2025 Q3 Legislative Updates

Recommendation: Note and file the informational report on 2025 Q3 legislative updates.

3.S 25-1605 Adopt a Resolution Approving and Adopting Updated Salary Plans for Classified, Unclassified, and As-Needed Positions

Recommendation: Adopt a Resolution in the form presented to approve and adopt the revised salary plans for various classified, unclassified, and as-needed positions (effective December 21, 2025) to satisfy the requirements of California Code of Regulations Section 570.5.

3.T **25-1630** Action to Waive Second Reading and Adopt Ordinance No. 2082 amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of Park In-Lieu Fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the City Code into compliance with state law.

Recommendation: Waive Second Reading and Adopt Ordinance No. 2082 amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of park in-lieu fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A **25-1559** Action on Stadium Authority Bills and Claims for the Month of September 2025

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

4.B **25-1565** Action to Approve Amendment No. 2 to an Agreement with Everon, LLC for Fire Sprinkler Testing, Inspection, Maintenance, and Related Services at Levi's Stadium to Increase the Not to Exceed Amount and Delegate Authority for Future Amendments, and to Ratify Stadium Manager's Previous Execution of Amendment No. 1

Recommendation:

1. Ratify an Amendment No. 1 to the Agreement with Everon, LLC that covered a necessary fire sprinkler installation;
2. Approve and authorize 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; and
3. Authorize 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.

4.C **25-967** Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of January 1 to March 31, 2025

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of January 1 to March 31, 2025.

4.D **25-968** Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of April 1 to June 30, 2025

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of April 1 to June 30, 2025.

PUBLIC PRESENTATIONS

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

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. **25-868** Public Hearing: Action on a Vesting Tentative Map (PLN24-00044) for a Proposed Common Interest Development of Six Single-Family Housing Units Located at 4503 Cheeney Street

Recommendation: Open the Public Hearing and continue the item to the December 16, 2025 City Council Meeting.

6. **25-944** Public Hearing: Action to Approve Amendments to the proposed 22 Unit Single Family Residence Project at 1957 Pruneridge Avenue to Allow for the Installation of Natural Gas Stovetop Appliances.

Recommendation:

1. Adopt a resolution to adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for the 1957 Pruneridge Avenue Residential Project Amendment.
2. Adopt a resolution to amend the approved Planned Development (PD) Zoning (PLN22-00505) for the 22 single-family detached two-story all-electric residences at 1957 Pruneridge Avenue to allow for the installation of natural gas stovetop appliances fated, subject to conditions of approval.

7. **25-1519** Public Hearing: Action to Adopt a Resolution of Necessity to Acquire Certain Real Property Interests on 881 Duane Avenue, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

Recommendation: Adopt a Resolution of Necessity making the required findings to acquire certain real property interests on 881 Duane Avenue, Santa Clara, California, from the Owner of Record for purposes of implementing the Silicon Valley Power 115kV Transmission Line Project **(Five affirmative votes required [California Code of Civil Procedure section 1245.245]).**

8. **25-1591** Action on Introduction of a "Special Event Zone" Ordinance Regulating and Prohibiting Certain Activities within a Protected Area in Connection with the 2026 Major Events at Levi's® Stadium

Recommendation: Introduce an uncodified ordinance entitled "An Ordinance of the City of Santa Clara, California, Regulating Certain Activities within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara," waive first reading, and direct staff to return for final adoption at the next regular meeting, with authority for the City Attorney to make non-substantive edits.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, November 18, 2025 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.

25-264 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Study Session and Update on the City's Vision Zero Plan

BACKGROUND
Vision Zero is a strategy aimed at eliminating all traffic fatalities and severe injuries, while also promoting safe and healthy mobility for everyone. Developing and implementing a Vision Zero Plan is listed as an objective in both the City's Bicycle Plan and Pedestrian Master Plan. In December 2023, the City Council accepted Safe Streets and Roads for All (SS4A) grant funding from the Federal Highway Administration (FHWA) to establish a Santa Clara Vision Zero Plan. The City Council approved an agreement with Kimley-Horn and Associates, Inc. for professional services for the Santa Clara Vision Zero Plan on May 28, 2024.

The Santa Clara Vision Zero Plan (Plan) kicked off in July 2024. This initiative involves extensive community engagement and an in-depth citywide safety analysis to identify the most frequent types, locations, severity, and demographics of collisions in the city. This effort also included extensive coordination with various City departments, the City's Bicycle & Pedestrian Advisory Committee (BPAC), Senior Advisory Commission, Youth Commission, and Parks & Recreation Commission. As part of the Plan development process, a Vision Zero Working Group was formed, made up of City staff, one BPAC representative, and external stakeholders including Santa Clara County, VTA, City of San Jose, City of Sunnyvale, Silicon Valley Bicycle Coalition, Santa Clara Unified School district, Santa Clara University, and Mission College.

The Department of Public Works released a draft Plan in late September 2025 for public review and comment. The full draft Plan is available on the project webpage at santaclaraca.gov/visionzero <https://www.santaclaraca.gov/visionzero>. As required by the federal grant, the Plan includes the following components:

1. Leadership Commitment and Goal Setting: Identified a draft goal and timeline to achieve zero roadway fatalities and severe injuries by 2050.

2. Strategic Planning: Established a Vision Zero Working group, consisting of City staff and external stakeholders, to guide and advise on Plan development, implementation, and monitoring.

3. Collaboration and Community Engagement: Documented robust engagement process with the public, Committees and Commissions, and Vision Zero Working Group. Community feedback and information received from engagement and collaboration activities is incorporated into the Plan.

4. Safety Analysis: Completed a systemic and data-driven analysis of eight-year collision data (2016-2023). Identified historical collision trends and top collision profiles with recurring collision patterns. Based on the analysis performed, a geospatial identification of higher-risk locations was developed, also known as a High-Injury Network.

5. Policy and Process Changes: Assessed current policies, plans, guidelines, and standards to identify opportunities to improve how processes can better prioritize transportation safety.

6. Countermeasure Toolbox: Developed an engineering countermeasure toolbox and a comprehensive set of projects and strategies with two major categories of project/program recommendations: (1) strategies and programmatic measures for Engineering, Education, and Enforcement; and (2) project prioritization or location-specific engineering recommendations.

7. Progress and Transparency: Identified next steps to implement the priority projects and programs, discussed potential funding sources, and identified how to measure progress in the Plan.

DISCUSSION

This Study Session will update the Council on the Vision Zero Plan development and include information about current draft recommendations of projects, programs, and policy updates, as well as resource needs to continue Vision Zero implementation.

Adopting a Vision Zero Plan demonstrates the City's commitment to eliminating traffic fatalities and severe injuries and enables pursuit of federal, state, and local grants. The Plan includes engineering and non-engineering strategies such as policy updates, public education, enforcement, and emergency response improvements. Implementing these strategies will require coordination across departments and additional staffing and budget, though some non-engineering actions may not be grant-eligible.

ENVIRONMENTAL REVIEW

This is a study session, and no action is being taken by the City Council that constitutes 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 policy making or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Because this is a study session item, there is no fiscal impact beyond the staff time involved in preparing this report.

COORDINATION

This item was coordinated with the City Attorney's Office and the 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
Note and file Study Session Report and provide any feedback on the City's draft Vision Zero Plan

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

25-1103 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Study Session on Pedestrian Access on County Expressways

BACKGROUND
At the November 12, 2024 City Council meeting during the Public Presentations portion of the agenda, member of the public Akos Szoboszlay requested that the City repeal Resolution No. 5603 (Attachment 1) related to pedestrian restrictions on portions of Lawrence and San Tomas Expressways. This request was referred to staff for follow up with the resident. Staff followed up with the resident, however Mr. Szoboszlay returned to City Council meetings on several occasions to request that the resolution be repealed.

At the September 16, 2025 City Council meeting, Mr. Szoboszlay reiterated his request and staff was requested to schedule a Study Session on this matter. Since that time, staff has met with both the County of Santa Clara and Mr. Szoboszlay. Based on the available information and discussions at those meetings, staff has informed Mr. Szoboszlay that they currently do not support repeal of the resolution.

DISCUSSION
This Study Session will provide the Council with information on the City's role in approving pedestrian restrictions on County expressways, past actions taken under this authority, and opinions on the City's responsibilities regarding pedestrian access on expressways.

ENVIRONMENTAL REVIEW
This is a study session, and no action is being taken by the City Council that constitutes 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 policy making or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Because this is a study session item, there is no fiscal impact beyond the staff time involved in preparing this report.

COORDINATION
The report was coordinated with City Attorney's Office, Police Department, and the County of Santa Clara Roads and Airports Department.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and File Study Session Report and provide any feedback on pedestrian access on County Expressways

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

ATTACHMENTS

1. Resolution No. 5603
2. Map of Expressway pedestrian facilities and pedestrian prohibition

RESOLUTION NO. 5603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA RESTRICTING PEDESTRIAN AND OTHER USES ON DESIGNATED PORTIONS OF CERTAIN COUNTY EXPRESSWAYS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, acting in accordance with California Vehicle Code Section 21960 [designation of freeways by local authorities], as follows:

SECTION 1: County Expressways Within City Limits - Use Restrictions.

A. With respect to each of the portions of Lawrence Expressway and San Tomas Expressway designated in this resolution, (the expressway portions located within the City limits and under the traffic control jurisdiction of the City of Santa Clara and which are designed primarily for traffic movement, providing no right or easement of access, or providing access only at intersecting streets, to or abutting properties), the City Council of the City of Santa Clara hereby orders that there shall be no use of any of such portions by any pedestrian (including, but not limited to skates, skateboards, etc), thereon, and it is declared unlawful for any person to so do.

B. No person, other than peace officers, firefighters, or emergency services personnel acting in the performance of their duties, shall walk or run upon any County expressway which is posted in accordance with Subsection D. of this Section 1.

C. No person shall drive any livestock upon any County expressway.

D. When pedestrians are prohibited on any County expressway pursuant to this Section, signs shall be posted providing notice of such prohibitions as required by California Vehicle Code Section 21960.

E. Nothing in this Section is intended to prohibit any pedestrian from crossing the expressways while traveling on any street, highway, or other public way where such pedestrians are otherwise permitted and furthermore, along the expressways, walking in a designated walkway facility to and from a bus stop.

SECTION 2: Designated portions of Lawrence Expressway.

With respect to Lawrence Expressway, the following, exclusive of traffic intersections of public streets with Lawrence Expressway, are designated portions of Lawrence Expressway within the City limits of the City of Santa Clara to which all rights of access have been acquired and on which the prohibitions and restrictions of use set forth in this resolution apply:

(1) The westerly half of Lawrence Expressway between De Soto Avenue and Pruneridge Avenue.

(2) The westerly half of Lawrence Expressway between Benton Street and El Camino Real.

(3) The westerly half of Lawrence Expressway between Poinciana Drive and Buckley Street.

(4) The easterly half of Lawrence Expressway between Stevens Creek Boulevard and Lehigh Drive.

(5) The easterly half of Lawrence Expressway between Lochinvar Avenue and Granada Avenue.

(6) The easterly half of Lawrence Expressway between El Camino Real and Cabrillo Avenue.

SECTION 3: Designated portions of San Tomas Expressway.

With respect to San Tomas Expressway, the following, exclusive of traffic intersections of public streets with San Tomas Expressway, are designated portions of San Tomas Expressway within the City limits of the City of Santa Clara to which all rights of access have been acquired and on which the prohibitions and restrictions of use set forth in this resolution apply:

(1) The westerly half of San Tomas Expressway between Stevens Creek Boulevard and Walsh Avenue.

(2) The easterly half of San Tomas Expressway between Stevens Creek Boulevard and Pruneridge Avenue.

(3) The easterly half of San Tomas Expressway between Forbes Avenue and Walsh Avenue.

SECTION 4: Exceptions to application of resolution.

The prohibitions and restrictions imposed by this resolution do not preclude any or all of the following which is excepted therefrom:

(1) Any activity of a peace officer in the performance of his or her duty,

(2) Any construction or maintenance activity engaged in by personnel so authorized to be so engaged by the County of Santa Clara, the City of Santa Clara, or any public utility,

(3) Any pedestrian walking in any marked crosswalk or marked pedestrian facility,

(4) Any person while engaged in temporarily attending or protecting a disabled vehicle on any herein designated portion of an expressway, or

(5) The driver or any passenger of a disabled vehicle stopped on any herein designated portion of an expressway while walking to the nearest exit, in either direction, on that side of the expressway upon which the vehicle is disabled, from which telephone or motor vehicle repair services are available.

SECTION 5: Signs.

The City Manager, or his/her authorized designee, is authorized and directed to cause to be erected appropriate signs upon the herein designated portions of expressways and the approaches thereto which signs shall give notice of the prohibitory regulations of this resolution.

SECTION 6: Resolution No. 5467 - repealed.

That Resolution No. 5467 of the City of Santa Clara is hereby repealed at such date that the prohibitory regulations in this resolution shall be effective and operative in accordance with Vehicle Code Section 21960(b).

SECTION 7: Savings Clause.

Any repeal provided for in Section 6 of this resolution shall not affect any offense or act committed or done or any penalty or forfeiture incurred before the effective date of that repeal; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of that repeal.

SECTION 8: Severability.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this resolution shall be declared unconstitutional or otherwise invalid by a valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this resolution hereby adopted.

SECTION 9: Effective Date.

This resolution shall take effect and be in force upon its adoption, and each prohibitory regulation therein shall be effective and operative upon erection of required sign or signs giving notice of such regulation or the adoption of this resolution whichever occurs later.

SECTION 10: Penalties.

Any person violating the provisions of this Resolution shall be guilty of an infraction and, upon conviction thereof, shall be punishable by a fine of not more than one thousand dollars ($1,000.00).

* * * *

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 4th day of June, 1991 by the following votes:

AYES:	COUNCILORS:	Jeffries, Lasher, Nadler and Mayor Souza
NOES:	COUNCILORS:	DeLozier, Deto and Von Raesfeld
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

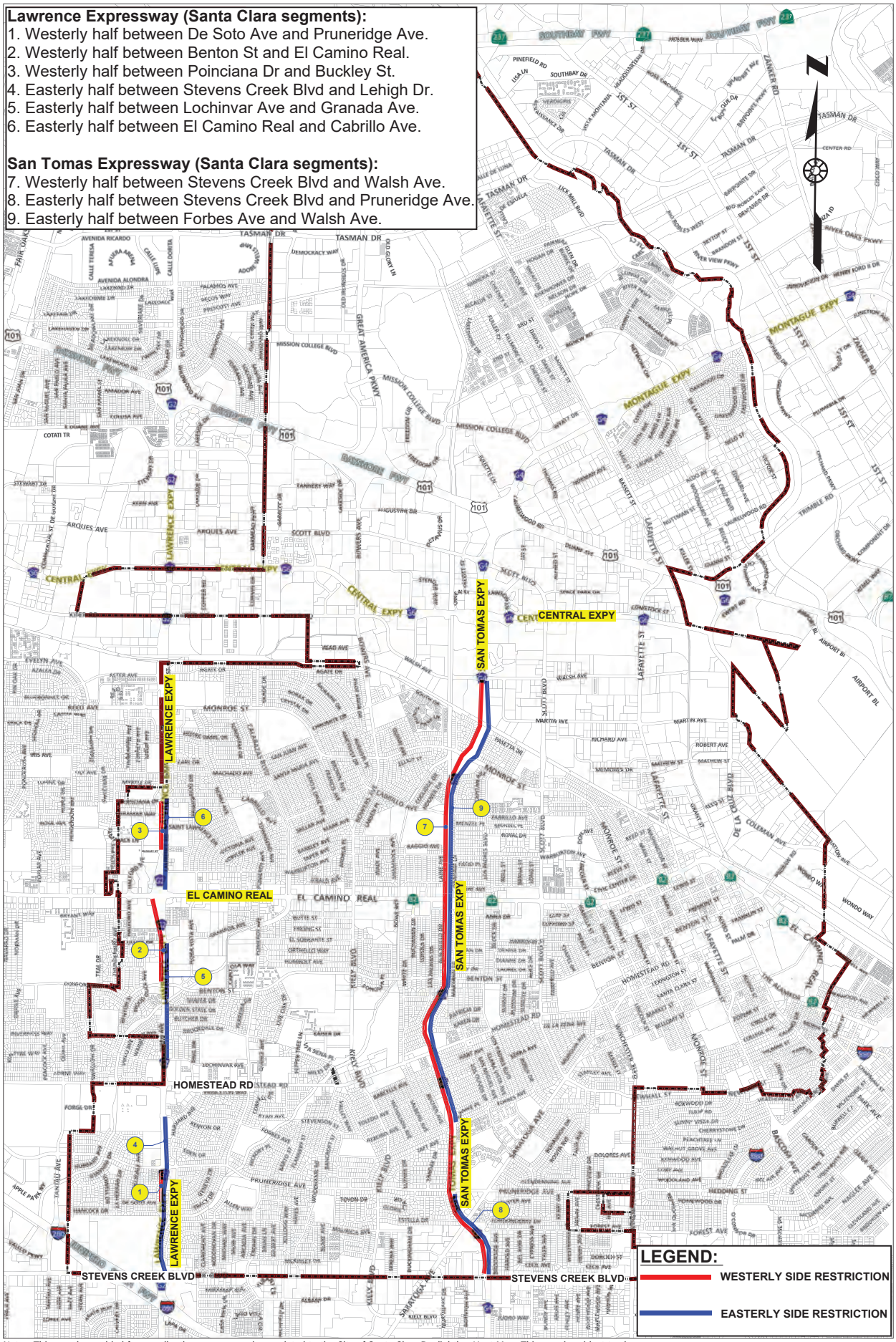
ATTEST: J. E. Boccignone
J. E. BOCCIGNONE
City Clerk
City of Santa Clara

Bicycle2.res

Pedestrian Prohibitions on Expressway Exhibit (Resolution 5603)

Lawrence Expressway (Santa Clara segments):
1. Westerly half between De Soto Ave and Pruneridge Ave.
2. Westerly half between Benton St and El Camino Real.
3. Westerly half between Poinciana Dr and Buckley St.
4. Easterly half between Stevens Creek Blvd and Lehigh Dr.
5. Easterly half between Lochinvar Ave and Granada Ave.
6. Easterly half between El Camino Real and Cabrillo Ave.

San Tomas Expressway (Santa Clara segments):
7. Westerly half between Stevens Creek Blvd and Walsh Ave.
8. Easterly half between Stevens Creek Blvd and Pruneridge Ave.
9. Easterly half between Forbes Ave and Walsh Ave.



Note: This map is provided for coordination purposes only as related to the City of Santa Clara Daylighting Heat Map. This map is subject to change.

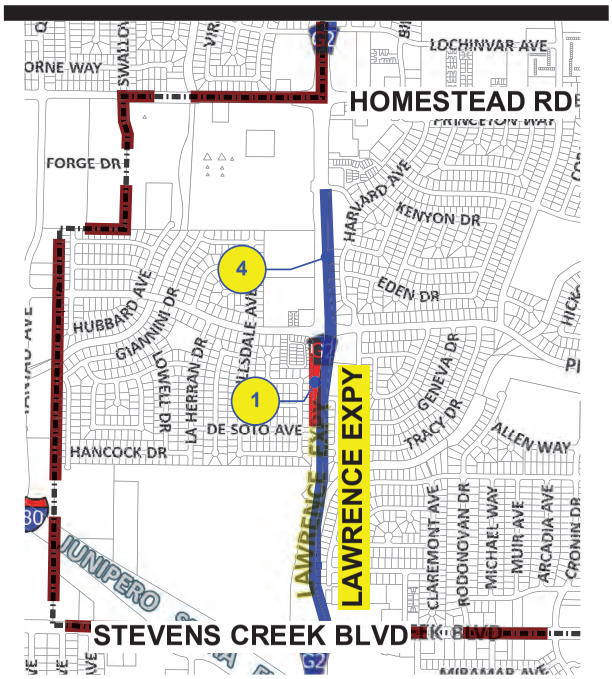
Pedestrian Prohibitions on Expressway Exhibit (Resolution 5603)

Lawrence Expressway (Santa Clara segments):

1. Westerly half between De Soto Ave and Pruneridge Ave.
2. Westerly half between Benton St and El Camino Real.
3. Westerly half between Poinciana Dr and Buckley St.
4. Easterly half between Stevens Creek Blvd and Lehigh Dr.
5. Easterly half between Lochinvar Ave and Granada Ave.
6. Easterly half between El Camino Real and Cabrillo Ave.

MATCH LINE, SEE TOP RIGHT

MATCH LINE, SEE BOTTOM LEFT



LEGEND:

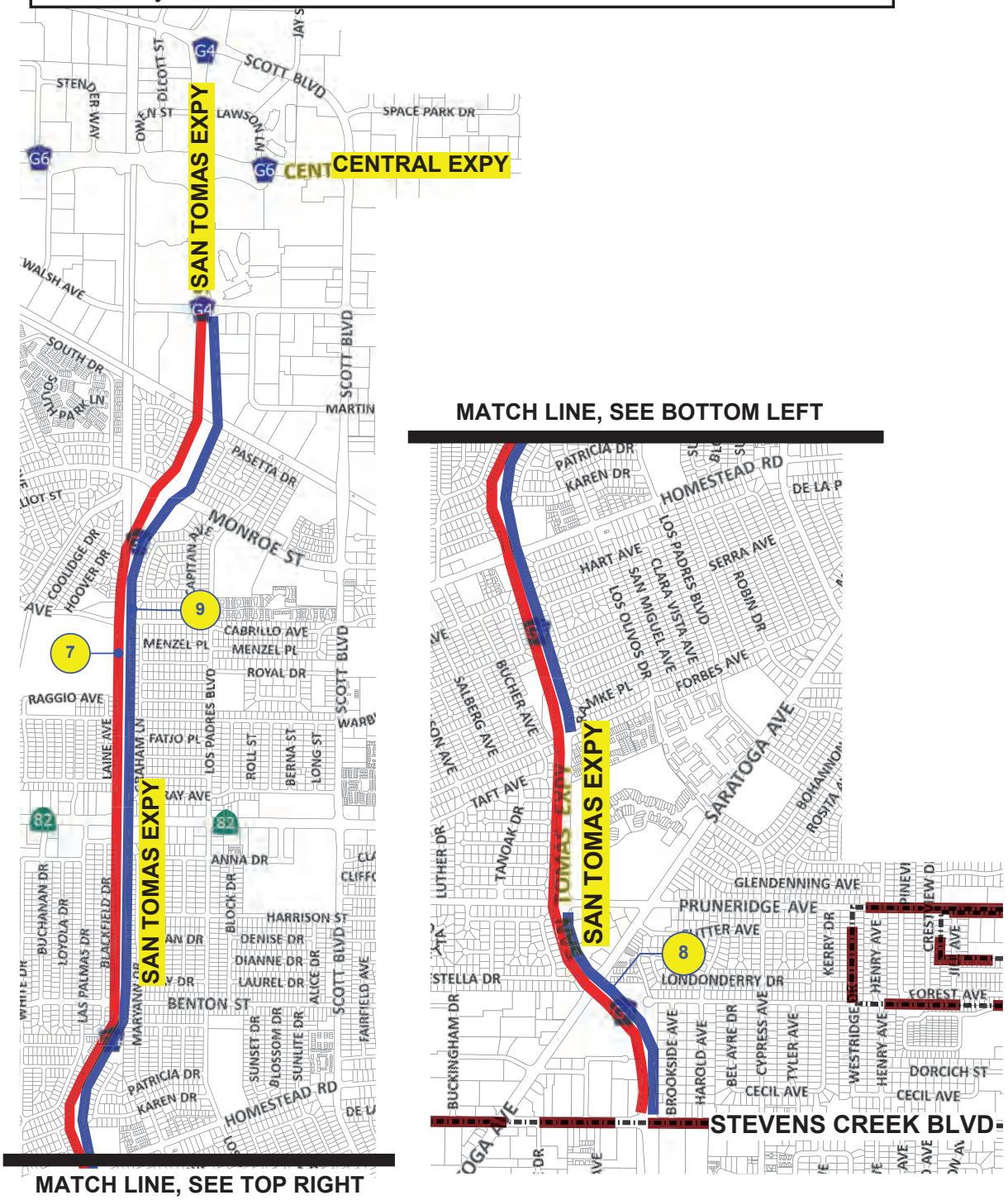
WESTERLY SIDE RESTRICTION

EASTERLY SIDE RESTRICTION

Pedestrian Prohibitions on Expressway Exhibit (Resolution 5603)

San Tomas Expressway (Santa Clara segments):

7. Westerly half between Stevens Creek Blvd and Walsh Ave.
8. Easterly half between Stevens Creek Blvd and Pruneridge Ave.
9. Easterly half between Forbes Ave and Walsh Ave.



LEGEND:

WESTERLY SIDE RESTRICTION

EASTERLY SIDE RESTRICTION

25-1592 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Commendation of the Santa Clara Swim Club in Honor of their Gold Medal Club Recognition

BACKGROUND
From humble beginnings in 1951, the Santa Clara Swim Club (SCSC) has carved its name in aquatic history. Founded by legendary coach George Haines with 13 swimmers at a Santa Clara High School pool, the club flourished under his innovative training methods and unwavering dedication. Swimmers began to train at the Santa Clara International Swim Center (ISC) in 1966, at the time, a state-of-the-art facility that became a crucible for champions.

Today, the Santa Clara Swim Club provides a variety of programs for the community including programs for persons with disability and Olympic aspirants. Its legacy is etched in the annals of aquatic history, a testament to the power of dedication, perseverance, and the unwavering pursuit of excellence.

A member of the Club Excellence Program, administered by USA Swimming, it is a program that identifies and recognizes USA Swimming member clubs for its commitment to performance excellence.

The primary objectives of the program are to recognize and promote:

- The development of strong, well-rounded age group and senior swimming programs that produce elite 18 & under athletes;
- Resources to motivate and assist USA Swimming member clubs to achieve the highest athlete performance ideals;
- Grant funding; and
- The USA Swimming club development system as integral part in achieving excellence in the sport.

DISCUSSION
The Santa Clara Swim Club was recently recognized as a 2025-2026 Gold Medal Club by USA Swimming for its outstanding performance. This is an incredible achievement, as only the top 20 teams in the entire country receive this honor.

This recognition is a testament to the dedication and excellence of Coach Kevin Zacher, his staff, and all the swimmers who continue to represent Santa Clara with pride. They are truly embodying what our city stands for-commitment, community, and excellence.

Coach Zacher and members of the Santa Clara Swim Club will be in attendance to receive the

Commendation in honor of their designation as a Gold Medal Club.

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 of the Santa Clara Swim Club in Honor of their Gold Medal Club Recognition

City of Santa Clara

Commendation

WHEREAS, founded in 1951 by legendary Coach George Haines, the Santa Clara Swim Club (SCSC) has carved its name in aquatic history beginning with just 13 swimmers at a Santa Clara High School pool, the club flourished under his innovative training methods and unwavering dedication. Soon, talent flocked to the newly built Santa Clara International Swim Center (ISC) in 1966, a state-of-the-art facility that became a crucible for champions. Today, the club provides a variety of programs for the community including programs for persons with disability and Olympic aspirants; and

WHEREAS, the Santa Clara Swim Club was recently recognized as a 2025-2026 Gold Medal Club by USA Swimming for its outstanding performance. This is an incredible achievement, as only the top 20 teams in the entire country receive this honor; and

WHEREAS, the Club Excellence Program, administered by USA Swimming, is a program that identifies and recognizes USA Swimming member clubs for its commitment to performance excellence; and

WHEREAS, The primary objectives of the program are to recognize and promote the development of strong, well-rounded age group and senior swimming programs that produce elite 18 & under athletes, resources to motivate and assist USA Swimming member clubs to achieve the highest athlete performance ideals, grant funding, and the USA Swimming club development system as integral part in achieving excellence in the sport; and

WHEREAS, this recognition is a testament to the dedication and excellence of Coach Kevin Zacher, his staff, and all the swimmers who continue to represent Santa Clara with pride. They are truly embodying what our city stands for-commitment, community, and excellence.

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, congratulate and commend the

SANTA CLARA SWIM CLUB

in honor of their Gold Medal Club Recognition.

Given under my hand and the Seal of the City of Santa Clara, California, this 18th day of November 2025.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

KELLY G. COX
VICE MAYOR, DISTRICT 6

ALBERT GONZALEZ
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

25-1631 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on the October 7, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and October 21, 2025 Special City Council Minutes

RECOMMENDATION

Approve the October 7, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and October 21, 2025 Special City Council Minutes.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

10/07/2025 **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.

Interviews and Committee Appointments - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM INTERVIEWS AND APPOINTMENTS FOR THE NEIGHBORHOOD UNIVERSITY RELATIONS COMMITTEE

Call to Order in the Council Chambers

Councilmember Hardy called the meeting to order at 5:31 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 25-1069 Interviews and Appointments of Representatives to the Neighborhood University Relations Committee.

Recommendation:

1. Conduct Interviews and Appoint one Applicant to the Committee Member position of Old Quad Resident representative to the Neighborhood University Relations Committee to serve a four-year term beginning October 7, 2025 and ending October 7, 2029;
2. Conduct Interviews and Appoint one Applicant to the Committee Member position of Property Owner/Landlord representative to the Neighborhood University Relations Committee to serve a four-year term beginning October 7, 2025 and ending October 7, 2029;
3. Establish two Eligibility Lists for six months should a vacancy occur in the Committee Member position of the Old Quad Resident representative or Owner/Landlord representative Committee Member positions; and
4. Appoint Sean Collins and Steve Ross as Santa Clara University staff representatives and Shea Mulqueeney as a Santa Clara University student representative to serve as Committee Members on the Neighborhood University Relations Committee - each to serve a four-year term beginning October 7, 2025 and ending October 7, 2029.

Director of Economic Development Brilliot provided a verbal report on the interview and appointment process.

Council conducted interviews to appoint one Committee Member (Old Quad Resident Representative) to the Neighborhood University Relations Committee to serve a four-year term ending October 7, 2029.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) appoint Shangfang "Jennifer" Zheng to the Neighborhood University Relations Committee (Old Quad Resident Representative) to serve a four-year term ending October 7, 2029; and (2) establish an eligibility list with Mark Kelsey for an automatic appointment should a vacancy occur within the next six months.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Council conducted interviews to appoint one Committee Member (Property Owner/Landlord Representative) to the Neighborhood University Relations Committee to serve a four-year term ending October 7, 2029.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) appoint Collin Forgey to the Neighborhood University Relations Committee (Property Owner/Landlord Representative) to serve a four-year term ending October 7, 2029; and (2) establish an eligibility list with Berina Sejdic for an automatic appointment should a vacancy occur within the next six months.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) appoint Sean Collins to the Neighborhood University Relations Committee (Santa Clara University Staff Representative) to serve a four-year term ending October 7, 2029; and (2) appoint Steve Ross to the Neighborhood University Relations Committee (Santa Clara University Staff Representative) to serve a four-year term ending October 7, 2029; and (3) appoint Shea Mulqueeney to the Neighborhood University Relations Committee (Santa Clara University Student Representative) to serve a four-year term ending October 7, 2029

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Councilmember Hardy called for a recess at 6:26 PM and reconvened the meeting at 7:05 PM.

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

Call to Order in the Council Chambers

Council/Boardmember Hardy called the regular meeting to order at 7:05 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Chahal recited the Statement of Values.

Roll Call

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

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

Present: 5 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, and Council/Boardmember Suds Jain

Absent: 2 - Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

A motion was made by Council/Boardmember Jain, seconded by Council/Boardmember Gonzalez, to excuse Mayor/Chair Gillmor and Vice Mayor/Chair Cox from today's meeting.

Present: 5 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, and Council/Boardmember Suds Jain

Absent: 2 - Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

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

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

2.A 25-1057 Proclamation of October 2025 as Hindu American Awareness & Appreciation Month

Councilmember Hardy, on behalf of the **Council**, proclaimed October 2025 as Hindu American Awareness & Appreciation Month.

Raj (Silicon Valley Gurdwara) and **Kuku Das (Silicon Valley Gurdwara)** accepted the proclamation and provided some remarks.

Council comments followed.

2.B 25-1058 Proclamation of October 2025 as Breast Cancer Awareness Month

Councilmember Hardy, on behalf of the **Council**, proclaimed October 2025 as Breast Cancer Awareness Month.

Morrigan Bruce (Chief Operating Officer, Cancer CAREpoint) accepted the proclamation and provided some remarks.

2.C 25-842 Proclamation of October 2025 as Cybersecurity Awareness Month

Councilmember Hardy, on behalf of the **Council**, proclaimed October 2025 as Cybersecurity Awareness Month.

New **Director of Information Technology Kostrzak** and outgoing **Director of Information Technology Garg** accepted the proclamation and provided some remarks.

Councilmember Hardy, on behalf of the **Council**, took this opportunity to present a commendation to **Director of Information Technology Garg** for his service to the City of Santa Clara as he is retiring.

Councilmember comments followed.

2.D 25-935 Proclamation of October 5, 2025, to October 11, 2025, as Public Power Week

Councilmember Hardy, on behalf of the **Council**, proclaimed October 5, 2025 to October 11, 2025 as Public Power Week.

Chief Electric Utility Officer Procos accepted the proclamation and provided some remarks.

Council comments followed.

CONSENT CALENDAR

Council/Boardmember Chahal noted that he will recuse himself from Item 3.B due to a conflict of interest as he owns property near the subject property.

Council/Boardmember Park pulled Item 3.J.

Council/Boardmember Hardy pulled Item 3.E.

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

Present: 5 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, and Council/Boardmember Suds Jain

Absent: 2 - Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

3.A 25-19 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Station Area Task Force - July 17, 2025
Station Area Task Force - August 21, 2025
Audit Committee - June 12, 2025
Board of Library Trustees - August 18, 2025

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to note and file the minutes of Station Area Task Force - July 17, 2025, Station Area Task Force - August 21, 2025, Audit Committee - June 12, 2025, and Board of Library Trustees - August 18, 2025.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

3.B 25-972 Action to Adopt a Billboard Relocation Agreement (PLN24-00424) with Outfront Media LLC to Install a Single-Sided Digital LED Billboard, Located at 1700 Duane Avenue

Recommendation: Based on the Planning Commission recommendation, consistency with the City policy and the Santa Clara City Code, staff recommends that the City Council approve the Billboard Relocation Agreement for the Single-Sided Digital LED Billboard Located at 1700 Duane Avenue on the terms and in substantially the form presented in a final form approved by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to approve the Billboard Relocation Agreement for the Single-Sided Digital LED Billboard Located at 1700 Duane Avenue on the terms and in substantially the form presented in a final form approved by the City Attorney.

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

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Recused: 1 - Councilmember Chahal

3.C 25-936 Action to Authorize the Use of City Electric Forces for Public Works at 3025 Raymond Street and Various Locations Along Tasman Drive

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) 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 3025 Raymond Street and various locations along Tasman Drive with an estimated cost of $144,773 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) 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 3025 Raymond Street and various locations along Tasman Drive with an estimated cost of $144,773 are better performed by the City with its own employees based on the information set forth in the Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

3.D 25-939 Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Building Standards; Action on Introduction of an Ordinance Amending Title 15 ("Municipal Fire and Environmental Code") of "The Code of the City of Santa Clara, California" for the Adoption of the 2025 California Fire Code; and Setting October 21, 2025, for a Public Hearing on Adoption of such Ordinance

Recommendation:

1. Waive first reading and approve the introduction of an Ordinance amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") for the adoption of the 2025 California Fire Code;
2. Adopt a Resolution Making Findings of Fact Necessary for the Specific Modification to 2025 California Fire Code Reflected in the Proposed Ordinance, and
3. Set a public hearing on October 21, 2025, pursuant to the California Government Code Section 50022.3 for adoption of the Ordinance.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to (1) waive first reading and adopt the introduction of Ordinance No. 2079 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") for the adoption of the 2025 California Fire Code; (2) adopt Resolution No. 25-9493 Making Findings of Fact Necessary for the Specific Modification to 2025 California Fire Code Reflected in the Proposed Ordinance, and (3) set a public hearing on October 21, 2025, pursuant to the California Government Code Section 50022.3 for adoption of the Ordinance.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

3.F 25-1043 Action to Delegate Authority to the City Manager to Negotiate and Execute a Second Amendment to Lease with Gahrahmat Family Limited Partnership II, LP to Extend the Existing Lease for Office Space at 881 Martin Avenue, Santa Clara, with Total Costs Not to Exceed $6 Million

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager to negotiate and execute the Second Amendment to Lease Agreement with Gahrahmat Family Limited Partnership I, LP, for the property at 881 Martin Avenue, to extend the term for up to five years, with total costs not to exceed $6,000,000, subject to the review and approval as to form by the City Attorney; and
3. Authorize the City Manager to (1) take any necessary actions to implement and administer the amended lease agreement for 881 Martin; and (2) execute amendments to the agreement, provided that such amendments do not include any additional compensation or lease term extensions, and are subject to 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 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; (2) authorize the City Manager to negotiate and execute the Second Amendment to Lease Agreement with Gahrahmat Family Limited Partnership I, LP, for the property at 881 Martin Avenue, to extend the term for up to five years, with total costs not to exceed $6,000,000, subject to the review and approval as to form by the City Attorney; and (3) authorize the City Manager to (1) take any necessary actions to implement and administer the amended lease agreement for 881 Martin; and (2) execute amendments to the agreement, provided that such amendments do not include any additional compensation or lease term extensions, and are subject to review and approval as to form by the City Attorney.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

3.G 25-1028 Action on a Resolution Adopting and Approving the Implementation of a Section 401(a) Deferred Compensation Plan and Authorizing Execution of Side Letter Agreements with Bargaining Units for City Contributions Towards Deferred Compensation Pursuant to the 401(a) Plan

Recommendation: 1. Adopt a Resolution adopting a Section 401(a) Deferred Compensation Plan,

2. Approve the implementation of a Section 401(a) Deferred Compensation Plan;

3. Authorize and delegate to the City Manager the execution of all documents necessary to implement the Section 401(a) Deferred Compensation Plan, and to execute future documents as necessary to continue administration of the Plan; and

4. Execution of Side Letter Agreements with bargaining units reflecting the use of a 401(a) Plan (rather than the 457(b) Plan) for City contributions towards deferred compensation.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to (1) adopt Resolution No. 25-9494 adopting a Section 401(a) Deferred Compensation Plan; (2) approve the implementation of a Section 401(a) Deferred Compensation Plan; (3) authorize and delegate to the City Manager the execution of all documents necessary to implement Section 401(a) Deferred Compensation Plan, and to execute future documents as necessary to continue administration of the Plan; and (4) execution of Side Letter Agreements with bargaining units reflecting the use of a 401(a) Plan (rather than the 457(b) Plan) for City contributions towards deferred compensation.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

3.H 25-1042 Action on a Resolution Approving the 2026 Historical and Landmarks Commission Calendar of Meetings

Recommendation: Adopt a Resolution approving the 2026 Historical and Landmarks Commission Calendar of Meetings.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 25-9495 approving the 2026 Historical and Landmarks Commission Calendar of Meetings.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

3.I 25-1091 Action on a Resolution Approving the 2026 Civil Service Commission Calendar of Meetings, and Setting the Number and Start Time of Regular Meetings of the Civil Service Commission

Recommendation: Adopt a Resolution approving the 2026 Civil Service Commission Calendar of Meetings and setting the number and start time of regular Civil Service Commission meetings.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 25-9496 approving the 2026 Civil Service Commission Calendar of Meetings and setting the number and start time of regular Civil Service Commission meetings.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

PUBLIC PRESENTATIONS

Maria expressed concerns regarding hate against the Hindu community.

Satish expressed concerns regarding hate against the Hindu community.

Manish spoke regarding Diwali.

Sarit expressed concerns regarding hate against the Hindu community.

Roger Kint expressed concerns regarding Mayor Gillmor.

Gillio Yahalom expressed her support for the Hindu community.

Allyson Rosen expressed her support for the Hindu community.

Jenny expressed her support for the Hindu community.

CONSENT ITEMS PULLED FOR DISCUSSION

Items pulled for discussion were deferred to a future meeting date uncertain.

3.E 25-983 Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Building Standards; Action on Introduction of an Ordinance Amending Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the Adoption of the 2025 California Building Standards Code, Including Updates to the City’s “Reach Code”; and Setting October 21, 2025 for a Public Hearing on Adoption of such Ordinance

Recommendation:

1. Waive first reading and Introduce an Ordinance amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 (“Building Code”), Chapter 15.17 (“Residential Code”), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 (“Electrical Code”), Chapter 15.30 (“Mechanical Code”), Chapter 15.35 (“Plumbing Code”), Chapter 15.36 (“Energy Code”), Chapter 15.37 (“Historical Building Code”), Chapter 15.38 (“Green Building Code”), and Chapter 15.75 ("Existing Building Code") of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the adoption of the 2025 California Building Standards Code;
2. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Building Code and 2025 California Residential Code Reflected in the Proposed Ordinance;
3. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance; and
4. Set a public hearing on October 21, 2025, pursuant to California Government Code Section 50022.3 for adoption of the Ordinance.

3.J 25-1098 Action on Resolution for an Exception to the 180 Day Waiting Period to Appoint Kathy Bunce, A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Community Development Department to Perform Work as a Management Analyst

Recommendation: Adopt a Resolution for an Exception to the 180 Day Waiting Period To Appoint, Kathy Bunce, A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Community Development Department to Perform Work as a Management Analyst.

PUBLIC HEARING/GENERAL BUSINESS

4. 25-948 Update on the Santa Clara Valley Transportation Authority's Bart Silicon Valley Phase II Extension Project and Action on a Revision to the West Portal Early Works Construction Transportation Management Plan for the Project

Recommendation:

1. Approve the Revision to the West Portal Early Works Construction Transportation Management Plan for the VTA's BART Phase II Extension Project in the form presented; and
2. Authorize the City Manager or designee to approve minor modifications, such as annual updates or supplemental plans, to the CTMP, if needed.

Tom Maguire (Chief Megaprojects Officer, Santa Clara Valley Transportation Authority), Erica Roeck's (Interim Director of External Affairs, Santa Clara Valley Transportation Authority), and **Sarah Wilson (Director of Construction, Santa Clara Valley Transportation Authority)**, provided a Powerpoint presentation on the Santa Clara Valley Transportation Authority's BART Silicon Valley Phase II Extension Project.

Council questions followed.

Tom Maguire (Chief Megaprojects Officer, Santa Clara Valley Transportation Authority), Erica Roeck's (Interim Director of External Affairs, Santa Clara Valley Transportation Authority), and **Sarah Wilson (Director of Construction, Santa Clara Valley Transportation Authority)**, addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to (1) approve the Revision to the West Portal Early Works Construction Transportation Management Plan for the VTA's BART Phase II Extension Project in the form presented; and (2) authorize the City Manager or designee to approve minor modifications, such as annual updates or supplemental plans, to the Construction Transportation Management Plan, if needed.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

5. 25-1096 Note and File the City Auditor's Office Report on the Audit of the City's Building Permitting Process (Deferred from September 23, 2025)

Recommendation: Note and file the City Auditor's Office Report on the Audit of the City's Building Permitting Process.

City Manager Grogan made some opening remarks and introduced **Audit Manager Noce** who provided a Powerpoint presentation on the audit report of the City's Building Permitting Process.

Council comments and questions followed.

City Manager Grogan addressed **Council** questions.

Director of Community Development Hamid provided a Powerpoint presentation on the audit of the City's Building Permitting Process.

Council comments and questions followed.

Director of Community Development Hamid and **City Manager Grogan** addressed **Council** questions.

Public Comment: None.

Council discussion followed.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to note and file the City Auditor's Office Report on the Audit of the City's Building Permitting Process.

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

6. 25-978 Public Hearing: Action on an Appeal (PLN25-00362) of the Planning Commission's Denial of a Modification to a Conditional Use Permit (PLN24-00392) to Change Existing Conditions of Approval for the Existing Subaru Dealership Located at 3225 Stevens Creek Boulevard.

Recommendation: Sustain the Appeal and Adopt a Resolution approving the Modification to the Conditional Use Permit to change existing Conditions of Approval for the existing Subaru Dealership at 3225 Stevens Creek Boulevard to allow trash pick-up on Cecil Avenue, subject to Findings and Conditions of Approval.

Councilmember Hardy opened the Public Hearing.

Councilmember Hardy called for a recess at 10:00 PM and reconvened the meeting at 10:05 PM.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Hamid** who provided a Powerpoint presentation on an Appeal of the Planning Commission's Denial of a Modification to a Conditional Use Permit for Stevens Creek Subaru Dealership at 3225 Stevens Creek Blvd

Council questions followed.

Director of Community Development Hamid and **City Manager Grogan** addressed **Council** questions.

John Domingue (Applicant) provided a Powerpoint presentation.

Council questions followed.

City Attorney Googins and **John Domingue (Applicant)** addressed **Council** questions.

Public Comment: Cliff More
Mark Irving

John Domingue (Applicant) provided a rebuttal.

Council questions followed.

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

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

Aye: 5 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Gonzalez to sustain the appeal and adopt a Resolution approving the modification to the Conditional Use Permit to change existing Conditions of Approval for the existing Subaru Dealership at 3225 Stevens Creek Boulevard to allow trash pick-up on Cecil Avenue, subject to Findings and Conditions of Approval.

The motion failed due to a lack of a second.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to sustain the appeal and adopt a Resolution approving the modification to the Conditional Use Permit to change existing Conditions of Approval for the existing Subaru Dealership at 3225 Stevens Creek Boulevard to allow trash pick-up on Cecil Avenue, subject to Findings and Conditions of Approval, with the following conditions: spillover trash will be picked up within 3 hours during business hours and instruct the operator to avoid honking horns.

The motion failed.

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

Nay: 2 - Councilmember Chahal, and Councilmember Park

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to reopen the Public Hearing and continue this Item to November 4, 2025 meeting with Mission Trail in attendance.

The motion failed.

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

Nay: 2 - Councilmember Chahal, and Councilmember Park

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to reopen the Public Hearing and continue this Item to November 4, 2025 meeting with Mission Trail in attendance.

The motion failed.

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

Nay: 2 - Councilmember Chahal, and Councilmember Park

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Council discussion followed.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to reopen the Public Hearing and continue this item to November 4, 2025 meeting with Mission Trail in attendance, and direct staff to look into the P19 Condition of Approval.

The motion failed.

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

Nay: 2 - Councilmember Chahal, and Councilmember Park

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to accept the Applicant's request for continuance of this Item.

The motion failed.

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

Nay: 2 - Councilmember Chahal, and Councilmember Park

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Jain noted that he attended the NCPA Annual Conference in Monterey and expressed frustration over recent vandalism of the rainbow crosswalk.

Councilmember Chahal noted that he also attended the NCPA Annual Conference in Monterey.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to agendize a Resolution in support of Measure A.

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

Nay: 1 - Councilmember Hardy

Absent: 2 - Vice Mayor Cox, and Mayor Gillmor

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 12:51 AM.

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

10/21/2025 **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.

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:33 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 25-1094 Conference with Real Property Negotiators (City)
Pursuant to Gov. Code § 54956.8
Properties:
4220 Network Circle, Santa Clara, CA 95054 (APNS 216-33-022 and 097-08-114) (acquisition)
1405 Civic Center Drive, Santa Clara, CA 95050 (APN 224-25-074) (disposition)
City Negotiators: Jovan D. Grogan, City Manager (or designee) and Glen R. Googins, City Attorney (or designe
Negotiating Parties: City and VOP Agnews, LLC (or designee)
Under Negotiation: Purchase/Saoe of Real Property interests (provisions, price and terms of payment)

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:35 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 7:10 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

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

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

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

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

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

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

City Attorney Googins noted that the applicant for modification to the Conditional Use Permit for the existing Subaru Dealership at 3225 Stevens Creek Blvd requested a consideration of their appeal.

John Domingue (Applicant) provided some remarks.

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to reconsider the appeal of Subaru Dealership.

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

Nay: 1 - Councilmember Chahal

SPECIAL ORDER OF BUSINESS

2.A 25-1059 Proclamation of October 2025 as Domestic Violence Awareness Month

Mayor Gillmor, on behalf of the **Council**, proclaimed October 2025 as Domestic Violence Awareness Month.

Tejeswi Dodda (Self Sufficiency Coordinator, Maitri) accepted the proclamation and provided some remarks.

2.B 25-1060 Proclamation of October 19, 2025 to October 25, 2025 as United Against Hate Week

Mayor Gillmor, on behalf of the **Council**, proclaimed October 19, 2025 to October 25, 2025 as United Against Hate Week.

2.C 25-1524 Proclamation for the Celebration of Diwali in the City of Santa Clara

Mayor Gillmor, on behalf of the **Council**, proclaimed the celebration of Diwali in the City of Santa Clara.

Anand Bandi (Hindu Temple in Santa Clara) and **Gurpreet Singh Lally (Sikh Temple in Santa Clara)** accepted the proclamation and provided some remarks.

Council comments followed.

2.D 25-1541 Presentation from Valley Water Board of Directors

Richard Santos (Vice Chair, Santa Clara Valley Water District) made some opening remarks and introduced **Shiloh Ballard (Director, Santa Clara Valley Water District)**. **Darin Taylor (Chief Financial Officer, Santa Clara Valley Water District)** provided a Powerpoint presentation on an overview of the Santa Clara Valley Water District water charges and key projects. **Aaron Baker (Chief Operating Officer, Santa Clara Valley Water District)** continued the Powerpoint presentation on Pure Water Silicon Valley Project.

Council comments and questions followed.

Darin Taylor (Chief Financial Officer, Santa Clara Valley Water District) and **Aaron Baker (Chief Operating Officer, Santa Clara Valley Water District)** addressed **Council** questions.

Public Comment: Kirk Vartan
Brian Darby

CONSENT CALENDAR

Vice Mayor/Chair Cox pulled Items 3.D, 4.B and 4.C.

Council/Boardmember Chahal recused himself from 3.G due to a conflict of interest as his office is near the subject property and pulled Item 4.C.

Council/Boardmember Jain pulled Items 4.B and 4.C.

Councilmember Park pulled Item 3.J.

A motion was made by Council/Boardmember Gonzalez, seconded by Council/Boardmember Hardy, to approve the Consent Calendar (except Items 3.D, 3.G, 3.J, 4.B, and 4.C)

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

3.A 25-1013 Action on City Bills and Claims Report for the period August 16, 2025 - September 19, 2025

Recommendation: Approve the list of Bills and Claims for August 16, 2025 - September 19, 2025.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to approve the list of Bills and Claims for August 16, 2025 - September 19, 2025.

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

3.B 25-915 Action on Monthly Financial Status and Investment Reports for July and August 2025 and Approve the Related Budget Amendments

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for July and August 2025 as presented; and
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 5 of the staff report):
   a. General Fund: increases to the Other Agencies Revenue estimate and Police Department appropriation, an increase to the Department of Public Works appropriation, offset by a decrease to unrestricted ending fund balance, and an increase to the transfer to the Public Buildings Capital Fund, offset by the Capital Projects Reserve, with a net impact of $300,000;
   b. Electric Utility Fund: establish a transfer to the Vehicle Replacement Fund and decrease to unrestricted ending fund balance, with a net impact of $0;
   c. Fire Operating Grant Trust Fund: recognizes and appropriate the State Homeland Security Grant, with a net impact of $4,000;
   d. Public Buildings Capital Fund: recognize and appropriate a transfer from the General Fund to the Repairs - Modifications to City Buildings project, with a net impact of $50,000;
   e. Sewer Utility Fund: establish a transfer to the Vehicle Replacement Fund and decrease to unrestricted ending fund balance, with a net impact of $0;
   f. Vehicle Replacement Fund: recognize transfers from the Electric, Water, and Sewer Utility Funds and increase the capital outlay appropriation, with a net impact of $188,902; and
   g. Water Utility Fund: establish a transfer to the Vehicle Replacement Fund and decrease to unrestricted ending fund balance, with a net impact of $0.

(5 Votes required for items 2.a-g with further details provided in Attachment 5)

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) note and file the Monthly Financial Status Report and Monthly Investment Report for July and August 2025 as presented; and (2) approve the Fiscal Year 2025/26 budget amendments in the following funds: (a) General Fund: increases to the Other Agencies Revenue estimate and Police Department appropriation, an increase to the Department of Public Works appropriation, offset by a decrease to unrestricted ending fund balance, and an increase to the transfer to the Public Buildings Capital Fund, offset by the Capital Projects Reserve, with a net impact of $300,000; (b) Electric Utility Fund: establish a transfer to

the Vehicle Replacement Fund and decrease to unrestricted ending fund balance, with a net impact of $0; (c) Fire Operating Grant Trust Fund: recognizes and appropriate the State Homeland Security Grant, with a net impact of $4,000; (d) Public Buildings Capital Fund: recognize and appropriate a transfer from the General Fund to the Repairs - Modifications to City Buildings project, with a net impact of $50,000; (e) Sewer Utility Fund: establish a transfer to the Vehicle Replacement Fund and decrease to unrestricted ending fund balance, with a net impact of $0; (f) Vehicle Replacement Fund: recognize transfers from the Electric, Water, and Sewer Utility Funds and increase the capital outlay appropriation, with a net impact of $188,902; and (g) Water Utility Fund: establish a transfer to the Vehicle Replacement Fund and decrease to unrestricted ending fund balance, with a net impact of $0.

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

3.C 25-1027 Action on Authorizing the City Manager to Issue Purchase Orders to Cresco Equipment Rentals for the Rental of Equipment, Products, and Related Services for a Total Amount Not-to-Exceed $620,000 Inclusive of Option Year, for Use and Funded by Silicon Valley Power

Recommendation:

1. Authorize the City Manager or designee to issue purchase orders to Cresco Equipment Rentals, pursuant to the Sourcewell cooperative purchasing agreement with Caterpillar, Inc., for the short-term rental of equipment, products, and related services for an initial term ending June 11, 2028, with a maximum compensation not to exceed $465,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to issue purchase orders for an additional one-year term through June 11, 2029, if Sourcewell elects to exercise its option to extend the cooperative purchase agreement, and to increase the maximum compensation by $155,000 for a revised not-to-exceed maximum compensation of $620,000, 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 Hardy, to (1) authorize the City Manager or designee to issue purchase orders to Cresco Equipment Rentals, pursuant to the Sourcewell cooperative purchasing agreement with Caterpillar, Inc., for the short-term rental of equipment, products, and related services for an initial term ending June 11, 2028, with a maximum compensation not to exceed $465,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to issue purchase orders for an additional one-year term through June 11, 2029, if Sourcewell elects to exercise its option to extend the cooperative purchase agreement, and to increase the maximum compensation by $155,000 for a revised not-to-exceed maximum compensation of $620,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

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

3.E 25-876 Action on an Amendment to an existing Agreement for General Chemistry Laboratory Services with McCampbell Analytical, Inc.

Recommendation:

1. Authorize the City Manager to execute Amendment No. 2 to the agreement with McCampbell Analytical, Inc. to extend the term from October 31, 2025, through June 30, 2027, and increase compensation by $150,000 for a revised maximum allowable compensation of $416,719, in a final form approved by the City Attorney.
2. Authorize the City Manager to negotiate and execute future amendments as needed to (1) add, modify or delete services and (2) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) authorize the City Manager to execute Amendment No. 2 to the agreement with McCampbell Analytical, Inc. to extend the term from October 31, 2025, through June 30, 2027, and increase compensation by $150,000 for a revised maximum allowable compensation of $416,719, in a final form approved by the City Attorney; and (2) authorize the City Manager to negotiate and execute future amendments as needed to (a) add, modify or delete services and (b) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney.

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

3.F 25-859 Action on Amendment No. 5 and Amendment No. 6 to the Grant Agreement with the California Department of Transportation Division of Rails and Mass Transportation, to include additional at-grade crossing upgrades and to expand the budget for the Agnew Road At-Grade Crossing Project and Related Budget Amendments

Recommendation:

1. Authorize the City Manager or designee to Execute Amendment No. 5 and Amendment No. 6 to the Grant Agreement with the California Department of Transportation Division of Rails and Mass Transportation, to include additional at-grade crossing upgrades and to expand the budget for the Agnew Road At-Grade Crossing Project and Related Budget Amendments, in final forms approved by the City Attorney; and
2. Approve the FY 2025/26 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $3,813,355 to recognize grant funding for the California Department of Transportation Division of Rails and Mass Transportation grant and increase the Agnew Road At-Grade Crossing Project expenditure appropriation in the amount of $3,813,355 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) authorize the City Manager or designee to Execute Amendment No. 5 and Amendment No. 6 to the Grant Agreement with the California Department of Transportation Division of Rails and Mass Transportation, to include additional at-grade crossing upgrades and to expand the budget for the Agnew Road At-Grade Crossing Project and Related Budget Amendments, in final forms approved by the City Attorney; and (2) approve the Fiscal Year 2025/26 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $3,813,355 to recognize grant funding for the California Department of Transportation Division of Rails and Mass Transportation grant and increase the Agnew Road At-Grade Crossing Project expenditure appropriation in the amount of $3,813,355.

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

3.G 25-1005 Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations from 3080 Raymond Street to 1101 Space Park, from Centennial Boulevard and Tasman Drive to Levi Stadium, and from 1111 Comstock Street to 2972 Stender Way, with an Estimated Cost of $8,961

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 $8,961 located from 3080 Raymond Street to 1101 Space Park Drive, from Centennial Boulevard at Tasman Drive to Levi Stadium, and from 1111 Comstock Street to 2972 Stender Way 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 Hardy, to (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 $8,961 located from 3080 Raymond Street to 1101 Space Park Drive, from Centennial Boulevard at Tasman Drive to Levi Stadium, and from 1111 Comstock Street to 2972 Stender Way 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 - Councilmember Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Recused: 1 - Councilmember Chahal

3.H 25-1086 Action on a Resolution Approving the 2026 Board of Library Trustees Calendar of Meetings, and Setting the Number of Regular Board of Library Trustees Meetings

Recommendation: Adopt a Resolution setting the Board of Library Trustees regular meeting dates for the 2026 calendar year.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 25-9498 setting the Board of Library Trustees regular meeting dates for the 2026 calendar year.

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

3.I 25-1506 Action on a Resolution Approving the 2026 Planning Commission Calendar of Meetings

Recommendation: Adopt a Resolution approving the 2026 Planning Commission Calendar of Meetings

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 25-9499 approving the 2026 Planning Commission Calendar of Meetings.

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

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A 25-1030 Action on Stadium Authority Bills and Claims for the Month of August 2025

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

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

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

4.D 25-567 Informational Report on Stadium Authority Contracts for Fiscal Year 2024/25 As Required by Santa Clara City Code Chapter 17.30 (Stadium Authority Procurement Policy)

Recommendation:

Note and file the informational report on Stadium Authority contracts for FY 2024/25.

A motion was made by Boardmember Gonzalez, seconded by Boardmember Hardy, to note and file the informational report on Stadium Authority contracts for Fiscal Year 2024/25.

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

PUBLIC PRESENTATIONS

Brian Darby encouraged everyone to listen to each other.

Akos Szoboszlay spoke regarding pedestrian prohibition on expressways.

Howard Gibbins spoke of upcoming events in the City of Santa Clara.

Kirk Vartan spoke regarding the Agrihood development.

CONSENT ITEMS PULLED FOR DISCUSSION

5. 25-1521 Action on Resolution for an Exception to the 180 Day Waiting Period to Appoint Kathy Bunce, a Retired Annuitant to Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Community Development Department to Perform Work as a Management Analyst (Deferred from October 7, 2025)

Recommendation: Adopt a Resolution for an exception to the 180 day waiting period to appoint Kathy Bunce, a retired annuitant, to serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Community Development Department to perform work as a Management Analyst.

City Manager Grogan made some opening remarks and introduced **Acting Director of Human Resources Mercado** who provided a Powerpoint presentation on Resolution for an exception to the 180 day waiting period to appoint Kathy Bunce to serve as Temporary Extra Help.

Council questions and comments followed.

Acting Director of Human Resources Mercado and **City Manager Grogan** addressed **Council** questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 25-9500 for an exception to the 180 day waiting period to appoint Kathy Bunce, a retired annuitant, to serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Community Development Department to perform work as a Management Analyst.

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

Abstained: 1 - Councilmember Park

3.D 25-1016 Action on Authorizing the City Manager to Execute an Agreement for Services With ACCO Engineered Systems Inc. for the Replacement of Two New Air Compressors, Two New Air Dryers, and to Provide Preventative Maintenance and Repair Services at Silicon Valley Power Facilities With a Maximum Compensation Not to Exceed $1,500,000 and an Optional 10-Year Extension, All to be Funded by Silicon Valley Power

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15302 (Replacement) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to execute an agreement with ACCO Engineered Systems, Inc. for the replacement of two air compressors and two air dryers at the Donald Von Raesfeld Power Plant, for an initial two-year term starting on or around November 1, 2025, and ending on October 31, 2027, with a maximum compensation not to exceed $900,000, subject to the appropriation of funds and the 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 Agreement, and to execute amendments to the Agreement to (a) increase the maximum compensation by up to $600,000, for a total maximum compensation of $1,500,000 (funded by the SVP Operating or Capital Fund as applicable) over the term of the Agreement; (b) add or delete services consistent with the scope of services; (c) adjust future rates based on market conditions; (d) exercise one 10-year option to extend the term through October 31, 2037, for ongoing preventative maintenance and repair services; and (e) make de minimis changes, subject the appropriation of funds and review and approval as to form by the City Attorney.

Vice Mayor Cox pulled this item for questions.

Chief Electric Utility Officer Procos and **Assistant Director of Electric Utility Kardwick** addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15302 (Replacement) of Title 14 of the California Code of Regulations; (2) authorize the City Manager or designee to execute an agreement with ACCO Engineered Systems, Inc. for the replacement of two air compressors and two air dryers at the Donald Von Raesfeld Power Plant, for an initial two-year term starting on or around November 1, 2025, and ending on October 31, 2027, with a maximum

compensation not to exceed $900,000, subject to the appropriation of funds and the 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 Agreement, and to execute amendments to the Agreement to (a) increase the maximum compensation by up to $600,000, for a total maximum compensation of $1,500,000 (funded by the SVP Operating or Capital Fund as applicable) over the term of the Agreement; (b) add or delete services consistent with the scope of services; (c) adjust future rates based on market conditions; (d) exercise one 10-year option to extend the term through October 31, 2037, for ongoing preventative maintenance and repair services; and (e) make de minimis changes, subject the appropriation of funds and review and approval as to form by the City Attorney.

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

3.J 25-1032 Action to Waive First Reading and Approve Introduction of an Ordinance Amending Chapter 8.60 (“Unmanned Aircraft System”) of the City Code

Recommendation: Waive first reading and approve in the form presented the introduction of an Ordinance amending Chapter 8.60 (“Unmanned Aircraft Systems”) of Title 8 (“Health and Safety”) of the Code of the City of Santa Clara California

Councilmember Park pulled this item for questions.

Captain Martin addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to waive first reading and approve in the form presented the introduction of Ordinance No. 2080 amending Chapter 8.60 (“Unmanned Aircraft Systems”) of Title 8 (“Health and Safety”) of the Code of the City of Santa Clara California.

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

4.B 25-832 Action on the Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2025 and Related Budget Amendments

Recommendation:

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2025; and
2. Approve the FY 2025/26 Budget Amendments in the Operating Budget in the amount of $3,067,403, Debt Service Budget in the amount of $114,880, CIP Budget in the amount of $2,002,994 to make technical adjustments to true up the fund balance, capital project carryovers based on actual FY 2024/25 performance, recognize and appropriate funds to pay reimbursable capital construction costs, and to appropriate funds for new public safety projects.

Vice Chair Cox pulled this item for questions.

Stadium Authority Treasurer Lee addressed **Board** questions.

Board questions and comments followed.

Stadium Authority Treasurer Lee and **Executive Director Grogan** addressed **Board** questions.

Public Comment: None.

A motion was made by Boardmember Park, seconded by Boardmember Gonzalez, to (1) note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2025; and (2) approve the Fiscal Year 2025/26 Budget Amendments in the Operating Budget in the amount of $3,067,403, Debt Service Budget in the amount of $114,880, CIP Budget in the amount of $2,002,994 to make technical adjustments to true up the fund balance, capital project carryovers based on actual Fiscal Year 2024/25 performance, recognize and appropriate funds to pay reimbursable capital construction costs, and to appropriate funds for new public safety projects.

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

4.C 25-833 Report on the Audited Santa Clara Stadium Authority Fiscal Year 2024/25 Annual Financial Statements

Recommendation: Note and file the Santa Clara Stadium Authority Fiscal Year 2024/25 Annual Financial Statements.

Vice Chair Cox pulled this item for questions.

Stadium Authority Treasurer Lee addressed **Board** questions.

Public Comment: None.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to note and file the Santa Clara Stadium Authority Fiscal Year 2024/25 Annual Financial Statements.

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

6. 25-1520 Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Building Standards; Action on Introduction of an Ordinance Amending Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the Adoption of the 2025 California Building Standards Code, Including Updates to the City’s “Reach Code”; and Setting November 4, 2025 for a Public Hearing on Adoption of such Ordinance (Deferred from October 7, 2025)

Recommendation:

1. Waive first reading and Introduce an Ordinance amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 (“Building Code”), Chapter 15.17 (“Residential Code”), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 (“Electrical Code”), Chapter 15.30 (“Mechanical Code”), Chapter 15.35 (“Plumbing Code”), Chapter 15.36 (“Energy Code”), Chapter 15.37 (“Historical Building Code”), Chapter 15.38 (“Green Building Code”), and Chapter 15.75 ("Existing Building Code") of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the adoption of the 2025 California Building Standards Code;
2. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Building Code and 2025 California Residential Code Reflected in the Proposed Ordinance;
3. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance; and
4. Set a public hearing on November 4, 2025, pursuant to California Government Code Section 50022.3 for adoption of the Ordinance.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Hamid** and **Director of Economic Development and Sustainability Brilliot** who provided a Powerpoint presentation on modifications to the California Building Standards.

Council questions followed.

Director of Economic Development and Sustainability Brilliot and **City Manager Grogan** addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) waive first reading and introduce Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 (“Building Code”), Chapter 15.17

("Residential Code"), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 ("Electrical Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2025 California Building Standards Code; (2) adopt Resolution No. 25-9501 Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Building Code and 2025 California Residential Code Reflected in the Proposed Ordinance; (3) adopt Resolution No. 25-9502 Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance with the following amendment: (a) reduce the number of level 2 charging spaces for retail to 15% of spaces EVCS and 15% of spaces EV capable and carve out other non residential uses to places of worship to 10% of spaces EVCS and 10% of spaces EV capable; and (4) set a public hearing on November 4, 2025, pursuant to California Government Code Section 50022.3 for adoption of the Ordinance.

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

Nay: 1 - Councilmember Park

PUBLIC HEARING/GENERAL BUSINESS

7. 25-910 Public Hearing: Action to Accept the 2025 Report on the City's Water Quality Relative to Public Health Goals

Recommendation: Accept the 2025 Report on the City's Water Quality Relative to Public Health Goals.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Water and Sewer Ramirez** who provided a Powerpoint presentation on the 2025 Report on Water Quality Relative to Public Health Goals.

Council questions followed.

Director of Water and Sewer Ramirez addressed **Council** questions.

Public Comment: None.

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

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

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to accept the 2025 Report on the City's Water Quality Relative to Public Health Goals.

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

8. 25-1540 Public Hearing: Action to Waive Second Reading and Adopt Ordinance No. 2079 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") for the adoption of the 2025 California Fire Code.

Recommendation: Waive Second Reading and Adopt Ordinance No. 2079 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2025 California Fire Code with local amendments in accordance with the findings set forth in Resolution No. 25-9493 adopted by City Council on October 7, 2025).

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Fire Marshal Tomlin** who provided a Powerpoint presentation on the adoption of the 2025 California Fire Code.

Public Comment: None.

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

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

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to waive second reading and adopt Ordinance No. 2079 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2025 California Fire Code with local amendments in accordance with the findings set forth in Resolution No. 25-9493 adopted by City Council on October 7, 2025.

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

9. 25-1539 Action on a Resolution in Support of the County of Santa Clara's Measure A

Recommendation: Discuss the proposed Resolution in Support of the County's Measure A Providing for a .0625% Sales Tax Increase for Five Years and take such action as the City Council deems appropriate.

Councilmember Gonzalez made some opening remarks in support of County of Santa Clara's Measure A.

City Manager Grogan noted a typo in the recommendation on the agenda and corrected .0625% to 0.625%.

Council discussion followed.

Public Comment: Allan Kamara

Council discussion followed.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 25-9503 supporting County of Santa Clara's Measure A.

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

Nay: 2 - Vice Mayor Cox, and Mayor Gillmor

Abstained: 1 - Councilmember Hardy

10. 25-1527 Action on the City's Community Event and Activation Priority List in Connection with Super Bowl LX and FIFA World Cup 2026 and Approve Related Budget Amendment

Recommendation:

1. Direct City staff to prioritize development and implementation of the five community events and four art activations; and
2. Direct City staff to take the steps necessary to proceed with the aerial art project; and
3. Approve the FY 2025/26 budget amendment in the General Fund to increase the Non-Departmental appropriation for Super Bowl and FIFA community events and art activations in the amount of $1,000,000 offset by a decrease to the Budget Stabilization Reserve (**five affirmative Council votes required for the use of unused balances); and**
4. Authorize City Manager to execute agreements required to facilitate development of the prioritized community events and art activations, and aerial art project where the collective total or the agreements shall not exceed one million dollars ($1,000,000)in final forms approved by the City Attorney.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Morales** and **Assistant to the City Manager Knight** who provided a Powerpoint presentation on the City's Community events and activation priority list in connection with Super Bowl LX and FIFA World Cup 2026.

Council comments and questions followed.

Public Comment: Lori Garmany
Joe Siecinski
Misha

City Manager Grogan addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) direct City staff to prioritize development and implementation of the five community events and four art activations; and (2) direct City staff to take the steps necessary to proceed with the aerial art project; and (3) approve the Fiscal Year 2025/26 budget amendment in the General Fund to increase the Non-Departmental appropriation for Super Bowl and FIFA community events and art activations in the amount of $1,000,000 offset by a decrease to the Budget Stabilization Reserve; (4) authorize City Manager to execute agreements required to facilitate development of the prioritized community events and art activations, and aerial art project where the collective total or the

agreements shall not exceed one million dollars ($1,000,000) in final forms approved by the City Attorney; and (5) direct the City Manager to develop sponsorship packages for community engagement events with monthly reports to the Council and a formal report in January 2026.

A substitute motion was made by Councilmember Park, seconded by Councilmember Jain, to approve $1,000,000 for Super Bowl and FIFA community events and direct staff to return in January 2026 with a definitive plan.

Councilmember Jain withdrew his second and the substitute motion failed.

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to (1) direct City staff to prioritize development and implementation of the five community events and four art activations; and (2) direct City staff to take the steps necessary to proceed with the aerial art project; and (3) approve the Fiscal Year 2025/26 budget amendment in the General Fund to increase the Non-Departmental appropriation for Super Bowl and FIFA community events and art activations in the amount of $1,000,000 offset by a decrease to the Budget Stabilization Reserve; (4) authorize City Manager to execute agreements required to facilitate development of the prioritized community events and art activations, and aerial art project where the collective total or the agreements shall not exceed one million dollars ($1,000,000) in final forms approved by the City Attorney; and (5) direct the City Manager to develop sponsorship packages for community engagement events with monthly reports to the Council and a formal report in January 2026.

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

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Mayor Gillmor noted that she attended the League of California Cities Conference.

Vice Mayor Cox noted that she attended the Japan-US Sister Cities summit.

Councilmember Chahal noted that he attended the League of California Cities Annual Conference.

Councilmember Gonzalez noted that he attended the League of California Cities Annual Conference.

Councilmember Park noted that he attended the League of California Cities Annual Conference.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 1:21 AM.

The next regular scheduled meeting is on Tuesday, November 4, 2025 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.

25-22 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of Governance and Ethics Committee - September 8, 2025.

City of Santa Clara

Meeting Minutes

Governance and Ethics Committee

09/08/2025 **10:00 AM** **City Hall – Council Chambers**
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting Governance and Ethics Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

- **Via Zoom: https://santaclaraca.zoom.us/j/98559951444**
- **Webinar ID: 985 5995 1444**
- **By phone: +1 669 444 9171**

To submit written public comment before meeting:
Send email to mayorandcouncil@santaclaraca.gov by 10 a.m. one day before the date of the meeting. Emails will be forwarded to Committee members and will be uploaded as supplemental meeting material.
Note: Emails received as public comment will not be read aloud during the meeting.

CALL TO ORDER AND ROLL CALL

Committee Chair Suds Jain called the meeting to order at 10:05 a.m.

Present 3 - Member Raj Chahal, Chair Suds Jain, and Member Kevin Park

CONSENT CALENDAR

1. 25-1006 Approval of the June 2, 2025 Governance and Ethics Committee Meeting Minutes

Recommendation: Approve the minutes of the June 2, 2025 Governance and Ethics Committee Meeting

A motion was made by Committee Member Chahal, seconded by Committee Member Park to approve the staff recommendation to approve the meeting minutes of the June 2, 2025 Governance and Ethics Committee meeting.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

PUBLIC PRESENTATIONS

Member of the public **Wanda Buck** stated she sent an email to the Committee which included a link of information to different types of Ethics Commissions and Committees. She added at a minimum, an Ethics Task Force could be formed which would have more time than the Governance and Ethics Committee.

GENERAL BUSINESS

2. 25-4450 Review and Approval of Amendments to Council Policy 043 ("Official Travel by Elected Officials")

Recommendation: Approve the proposed amendments to Council Policy 043 ("Official Travel by Elected Officials") to be retitled Council Policy 043 ("Official Travel by the City Council") and present the proposed changes, to the full City Council for consideration and approval.

Assistant to the City Manager Maria Le presented proposed recommendations to Council Policy 043 ("Official Travel by Elected Officials"). The proposed amendments presented included detailed procedures and reimbursements for official travel by City Councilmembers.

The Committee discussed the General Services Administration (GSA) rates per diem rates used to reimburse for meals. The GSA rates for the existing policy stated reimbursement for the first and last day of travel was set at 75%. The Committee members discussed adjusting the rate to 100% of GSA rate on both the first and last day of travel, due to travel schedules . In addition, the Committee discussed under circumstances an itemized receipt was not available, the meals would be reimbursed up to the approved GSA rate for the travel. In addition, the Committee requested the policy specify overnight lodging should be considered for approval, under certain reasons such as a lengthy commute.

Committee Member Park motioned to approve the staff recommendations to amend Council Policy 043 with the following amendments: 1) Remove the 75% GSA from first and last day of travel and allow for reimbursement on all days of travel at 100% GSA rate; 2) Provide an itemized receipt and if itemized receipt is unavailable, may receive up to the maximum GSA amount for reimbursed meals; and specify overnight lodging could be approved under circumstances such as commute time.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

3. 25-610 Review and Approval of Proposed Amendments to Council Policy 006 ("Guidelines for Commissioners Attendance at Conferences and Training Events") to be retitled Council Policy 006 ("Guidelines for City Commissions, Boards and Commissions for Attendance at Conferences and Training Events")

Recommendation: Approve proposed amendments to Proposed Council Policy 006 ("Guidelines for City Commissions, Boards and Commissions for Attendance at Conferences and Training Events") and authorize presentation to the full City Council for consideration and approval.

Assistant City Manager Aracely Azevedo presented on proposed amendments for Council Policy 006 ("Guidelines for City Commissions, Boards and Commissions for Attendance at Conferences and Training Events"). The proposed amendments presented included clearer direction on procedures and reimbursements for official travel by City Commissioners and boardmembers.

The Committee discussed the proposed changes, including ensuring budget is available for training, City staff liaisons should promote and encourage trainings and conferences for members to further improve on skills and background on issues they may work on. In addition, the Committee requested the first and last day of travel, the maximum GSA rate be available for meals.

Committee Member Chahal motioned to approve the staff recommendations to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Commissions for Attendance at Conferences and Training Events") with the change of the first and last day of travel to amend from 75% to the full daily GSA rate. The motion was seconded by Committee Member Park and approved.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

STAFF REPORT

None.

COMMITTEE MEMBER REPORTS / FUTURE REFERRALS FOR CONSIDERATION

Committee Member Kevin Park stated we have a few past requests which still require a staff report including: 1) Review of Ethics documents Ethics Commission, 2) The request for Mayor and Council emails to be automatically forwarded to full Council without a filter, 3) Discussion on State of the City 2024 and potential Councilmanic interference, 4) City webpage which addresses misinformation in media and this should apply to misinformation about elected officials.

Staff responded they would return with a status on the requested updates.

ADJOURNMENT

Committee Chair Suds Jain adjourned the meeting at 12:20 p.m.

25-1535 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Action on City Bills and Claims Report for the period September 20, 2025 - October 17, 2025

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

The Bills and Claims Report, as required by the City Charter, represents the cash disbursements required for operations of the City for the reporting period covered. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process. The attached report is sorted by Silicon Valley Power (SVP) expenses first, followed by the rest of the City funds.

DISCUSSION
Significant expenditures in this period include:

- Payment to Northern California Power Agency in the amount of $21,339,951 for September 2025 all resources bill.
- Payment to Tri-Dam Authority/Project in the amount of $5,343,379 for August 2025 Hydroelectric purchase.
- Payment to Castanea Project, LLC in the amount of $4,613,494 for August 2025 solar energy purchase with battery energy storage system.
- Payment to Santa Clara Valley Water District in the amount of $3,982,873 for August and September 2025 treated water purchase and July 2025 Pump Tax (a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin).
- Payment to Alliant Insurance Services in the amount of $2,770,130 to extend Silicon Valley Power’s (SVP) property and terrorism insurance by one month from August 30, 2025 to September 30, 2025 and also to renew SVP’s property, earthquake, terrorism, and liability insurance policies for twelve months from September 30, 2025 to September 30, 2026.
- Payment to MSR Public Power Agency/Energy Authority in the amount of $2,050,965 for September and October 2025 power purchase and October 2025 renewable administrative Cost.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, material, and supply expenses of approximately $331,349. Included in this amount are payments totaling $325,902 to Sunnyvale Department of Public Safety, City and County of San Francisco, Santa Clara County Sheriff's, and California Highway Patrol for protection services for events at the stadium. These expenses are reimbursed to the City by the Stadium Authority.

During this period, payments were made on behalf of the City, Housing Authority, and the Santa Clara Stadium Authority (described above).

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

FISCAL IMPACT

The expenditures of $71,989,515 were appropriated to various funds with the adoption of the Fiscal Year 2024/25 and 2025/26 budget, as amended.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list of Bills and Claims for September 20, 2025 - October 17, 2025.

Reviewed by: David Noce, Audit Manager

Approved by: Jovan D. Grogan, City Manager

ATTACHMENT
1. Bills and Claims Approved for Payment Report

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City of Santa Clara
List of All Bills and Claims Approved for Payment
From 09/20/2025 to 10/17/2025

Run Date 10/21/2025
Run Time 10:10:35 AM

Sorted by Payment Amount

Fund Group: Electric Utility Funds

Payment No: W26060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 NET EXPENSE	Electric Utility-Ops General	21,201,192.57
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 LEG & REG SUPPORT EXP	Electric Utility-Ops General	72,398.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU DEED DUES	Electric Utility-Ops General	562.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU BAMX CONSULTING	Electric Utility-Ops General	41,094.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU SEPA DUES	Electric Utility-Ops General	235.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU APPA DUES	Electric Utility-Ops General	6,847.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU CEE DUES	Electric Utility-Ops General	56.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU ASE DUES	Electric Utility-Ops General	14.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU WREGIS FEE	Electric Utility-Ops Restrictd	251.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU ADM INV25010625	Electric Utility-Ops Restrictd	2,800.00
2025-09-25	NORTHERN CALIF POWER AGENCY	00583482	006002-0925027	FY26 PASS THRU TINKER 20250630	Electric Utility-Ops Restrictd	14,501.43
				Total for Payment No.:		21,339,951.00

Payment No: 034547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 BEARDSLEY BUNDLED ENERGY	Electric Utility-Ops General	360,219.84
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 BEARDSLEY RA	Electric Utility-Ops General	77,220.00
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 DONNELLS BUNDLED ENERGY	Electric Utility-Ops General	2,078,593.18
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 DONNELLS RA	Electric Utility-Ops General	933,207.10
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 DONNELLS AS	Electric Utility-Ops General	66,600.68
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 TULLOCH BUNDLED ENERGY	Electric Utility-Ops General	1,078,804.66
2025-10-03	TRI-DAM PROJECT	00583818	2025-08 SVP	2508 TULLOCH RA CAPACITY	Electric Utility-Ops General	262,252.78
				Total for Payment No.:		4,856,898.24

Payment No: 034576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CASTANEA PROJECT, LLC	00584342	CA-SVP-008	2508 SOLAR ENERGY PURCHASE	Electric Utility-Ops General	2,453,747.63
2025-10-10	CASTANEA PROJECT, LLC	00584342	CA-SVP-008	2508 SOLAR DEEMED DELIVERED	Electric Utility-Ops General	67,246.73
2025-10-10	CASTANEA PROJECT, LLC	00584342	CA-SVP-008	2508 BATTERY ENERGY PURCHASE	Electric Utility-Ops General	2,092,500.00
				Total for Payment No.:		4,613,494.36

Payment No: W26079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALLIANT INSURANCE SVCS INC	00585125	3258610	25-26 PROP INS FOR SVP ELECTRI	Electric Utility-Ops General	2,328,881.61
				Total for Payment No.:		2,328,881.61

Payment No: 729005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	3M COMPANY	00584116	9760431597	3M MATERIAL NUMBER: 7100091562	Electric Utility-Construction	437,042.68
2025-09-26	3M COMPANY	00584146	9435502383	3M MATERIAL NUMBER: 7100092473	Electric Utility-Construction	37,045.76
2025-09-26	3M COMPANY	00584146	9435502383	3M MATERIAL NUMBER: 7100091496	Electric Utility-Construction	2,520.79
2025-09-26	3M COMPANY	00584147	9435502396	3M MATERIAL NUMBER: 7100092473	Electric Utility-Construction	1,543.57
2025-09-26	3M COMPANY	00584179	9435502404	3M MATERIAL NUMBER: 7100205468	Electric Utility-Construction	550.32
2025-09-26	3M COMPANY	00584179	9435502404	3M MATERIAL NUMBER: 7100205468	Electric Utility-Construction	183.44
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100059054	Electric Utility-Construction	30.56
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031904	Electric Utility-Construction	5,927.67
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031783	Electric Utility-Construction	330.65
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	17,023.50
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100115141	Electric Utility-Construction	3,379.38
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031694	Electric Utility-Construction	447.85
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100234660	Electric Utility-Construction	111.31
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100168729	Electric Utility-Construction	1,504.29
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	5,260.92
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100092473	Electric Utility-Construction	35,502.18
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100091496	Electric Utility-Construction	2,520.79
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER:	Electric Utility-	366.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				7100205468	Construction	
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100059054	Electric Utility-Construction	30.56
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031783	Electric Utility-Construction	330.65
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7010349633	Electric Utility-Construction	6,216.85
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	35,356.50
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100115141	Electric Utility-Construction	3,379.38
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031694	Electric Utility-Construction	447.85
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100234660	Electric Utility-Construction	111.31
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100168729	Electric Utility-Construction	1,504.29
2025-09-26	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	3,682.64
2025-09-26	3M COMPANY	00584187	9760431180	3M MATERIAL NUMBER: 7100091562	Electric Utility-Construction	712,471.91
2025-09-26	3M COMPANY	00584189	9434933884	3M ACCR 715-T13 STILT CONDUCTO	Electric Utility-Construction	54,619.25
				Total for Payment No.:		1,369,443.73

Payment No: 034661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MSR PUBLIC POWER AGENCY	00584698	100225	25010 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	7,737.80
2025-10-17	MSR PUBLIC POWER AGENCY	00584698	100225	2510 RENEWABLE ADMIN COSTS	Electric Utility-Ops General	37,824.36
2025-10-17	MSR PUBLIC POWER AGENCY	00585160	100525	2509 BIG HORN SHAPING	Electric Utility-Ops General	268,931.44
2025-10-17	MSR PUBLIC POWER AGENCY	00585161	100825	2509 BIG HORN ENERGY	Electric Utility-Ops	833,208.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		1,147,702.43

Payment No: W26067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 LT PURCHASE DVR	Electric Utility-Ops General	685,681.04
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 ST SALE DVR	Electric Utility-Ops General	-233,132.52
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 ST PURCHASE DVR	Electric Utility-Ops General	530,438.27
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 IMBALANCE SALE DVR	Electric Utility-Ops General	-92,485.19
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 IMBALANCE PURCHASE DVR	Electric Utility-Ops General	99,043.71
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 LT PURCHASE GIA	Electric Utility-Ops General	26,543.96
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 ST SALE GIA	Electric Utility-Ops General	-9,024.98
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 ST PURCHASE GIA	Electric Utility-Ops General	20,534.23
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 IMBALANCE SALE GIA	Electric Utility-Ops General	-3,580.27
2025-09-29	EDF TRADING NORTH AMERICA LLC	00584394	4660787	2508 IMBALANCE PURCHASE GIA	Electric Utility-Ops General	3,834.16
				Total for Payment No.:		1,027,852.41

Payment No: 034660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MSR ENERGY AUTHORITY	00584937	EA2491	2509 NATURAL GAS PURCH DVR	Electric Utility-Ops General	868,959.26
2025-10-17	MSR ENERGY AUTHORITY	00584937	EA2491	2509 NATURAL GAS PURCH GIA	Electric Utility-Ops General	34,303.24

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		903,262.50

Payment No: 729134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PG&E	00583816	6738869084-3 SEP2025	2508 GAS TRANSPORT DVR	Electric Utility-Ops General	723,435.22
				Total for Payment No.:		723,435.22

Payment No: W26069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-02	RE ROSAMOND ONE LLC	00584343	00141	2508 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	620,987.85
				Total for Payment No.:		620,987.85

Payment No: 034561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AMERESCO	00584339	80478	2508 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	264,103.15
2025-10-10	AMERESCO	00584339	80478	2508 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	13,065.57
2025-10-10	AMERESCO	00584340	80477	2508 FORWARD BUNDLED ENERGY	Electric Utility-Ops General	290,015.91
2025-10-10	AMERESCO	00584340	80477	2508 FORWARD GRID MGMT GMC	Electric Utility-Ops General	9,316.37
				Total for Payment No.:		576,501.00

Payment No: 034480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TRI-DAM POWER AUTHORITY	00583446	2025-08S SVP	2508 ENERGY PURCH (HYDRO)	Electric Utility-Ops General	410,820.51
2025-09-26	TRI-DAM POWER AUTHORITY	00583446	2025-08S SVP	2508 CAPACITY PURCH RA (HYDRO)	Electric Utility-Ops General	75,660.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		486,480.51

Payment No: W26076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CALIF ISO	00584933	2025100731-73316640	CRR	Electric Utility-Ops General	-158,358.36
2025-10-10	CALIF ISO	00584933	2025100731-73316640	ISO TRANSACTION	Electric Utility-Ops General	625,217.27
2025-10-10	CALIF ISO	00584933	2025100731-73316640	ISO TRANSACTION	Electric Utility-Ops General	10,910.18
				Total for Payment No.:		477,769.09

Payment No: 034619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2511 DEBT SERVICE (TANC)	Electric Utility-Ops General	117,169.25
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2510 DEBT SERVICE (SOT)	Electric Utility-Ops General	5,059.00
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2511 TANC A&G	Electric Utility-Ops General	106,015.42
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2511 COTP O&M	Electric Utility-Ops General	175,859.33
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2504 TANC CRR PROG	Electric Utility-Ops General	16,352.23
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2509 SOT FAC CHARGE	Electric Utility-Ops General	4,057.83
2025-10-10	TRANSMISSION AGENCY OF NORTHERN CA	00584393	SEPTEMBER 2025	2508 SOT ADMIN COSTS	Electric Utility-Ops General	1,590.57
				Total for Payment No.:		426,103.63

Payment No: 034583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	DAVEY TREE SURGERY	00584048	919856454	2507 TREE TRIM PWR LINES	Electric Utility-Ops General	409,684.07
				Total for Payment No.:		409,684.07

Payment No: 034514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DAVEY TREE SURGERY	00583921	919723773	2506 TREE TRIM PWR LINES	Electric Utility-Ops General	396,562.70
				Total for Payment No.:		396,562.70

Payment No: 034526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MSR PUBLIC POWER AGENCY	00583817	091125	2508 BIG HORN 2 POWER	Electric Utility-Ops General	371,718.88
				Total for Payment No.:		371,718.88

Payment No: 034587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FRIANT POWER AUTHORITY	00584778	861	2509 ENERGY PURCH (HYDRO1)	Electric Utility-Ops General	343,681.79
				Total for Payment No.:		343,681.79

Payment No: W26075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-06	CALIF ISO	00584703	2025093032-73063079	CRR	Electric Utility-Ops General	-211,983.60
2025-10-06	CALIF ISO	00584703	2025093032-73063079	ISO TRANSACTION	Electric Utility-Ops General	531,700.20
2025-10-06	CALIF ISO	00584703	2025093032-73063079	ISO TRANSACTION	Electric Utility-Ops General	10,955.50
				Total for Payment No.:		330,672.10

Payment No: 034500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	AECOM TECHNICAL SERVICES, INC	00584395	2001056139	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	116,692.71
2025-10-03	AECOM TECHNICAL SERVICES, INC	00584574	2001053460	SERVICES FOR KRS REBUILD AND R	Electric Utility-Construction	31,998.93
2025-10-03	AECOM TECHNICAL SERVICES, INC	00584576	2001053499	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	21,114.12
2025-10-03	AECOM TECHNICAL SERVICES, INC	00584581	2001053455	PROGRAM IMPLEMENTATION FOR SVP	Electric Utility-Construction	109,121.33
2025-10-03	AECOM TECHNICAL SERVICES, INC	00584587	2001053495	NRS-KRS 115KV LINE SUPPORT AND	Electric Utility-Construction	14,760.23
				Total for Payment No.:		293,687.32

Payment No: 034665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	OLCESE WATER DISTRICT	00584938	100471	2506 PURCHASE OF VINTAGE RECS	Electric Utility-Ops General	281,765.00
2025-10-17	OLCESE WATER DISTRICT	00584938	100471	2506 SCHEDULNG COORDINATR ID	Electric Utility-Ops General	750.00
				Total for Payment No.:		282,515.00

Payment No: 034546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TRAYER ENGINEERING CORP	00584449	0000031567	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility-Ops General	269,970.88
				Total for Payment No.:		269,970.88

Payment No: 034623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	US DEPT OF ENERGY	00584313	1023689	2508 EMERGENCY POLE REPAIRS	Electric Utility-Ops General	19,939.91
2025-10-10	US DEPT OF ENERGY	00584392	NNPB000270925R	2510 WAPA RESTORATION FUND	Electric Utility-Ops General	195,155.66

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		215,095.57

Payment No: 034439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FLYNN RESOURCE CONSULTANTS INC	00583451	1840	2504 TRANS SYS ANALYSIS& ENG	Electric Utility-Ops General	75,329.15
2025-09-26	FLYNN RESOURCE CONSULTANTS INC	00583452	1841	2505 TRANS SYS ANALYSIS& ENG	Electric Utility-Ops General	70,515.30
2025-09-26	FLYNN RESOURCE CONSULTANTS INC	00583453	1861	2507 TRANS SYS ANALYSIS& ENG	Electric Utility-Ops General	64,427.05
				Total for Payment No.:		210,271.50

Payment No: 034589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GEXPRO	00584744	S142480531.001	TRANSFORMER, OH, 25 KVA, 120/2	Electric Utility-Ops General	30,860.55
2025-10-10	GEXPRO	00584744	S142480531.001	TRANSFORMER, OH, 37 KVA, 120/2	Electric Utility-Ops General	17,623.69
2025-10-10	GEXPRO	00584745	S140699201.001	TRANSFORMER, PAD, 1500 KVA, 48	Electric Utility-Ops General	132,425.37
				Total for Payment No.:		180,909.61

Payment No: 729353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC GAS & ELECTRIC CO	00584578	8442179	2507 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	169,360.20
				Total for Payment No.:		169,360.20

Payment No: 034459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583428	0000553962	DEBRIS BIN SVC AUG 2025	Electric Utility-Ops General	1,115.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583428	0000553962	DEBRIS BIN SVC AUG 2025	Electric Utility-Ops General	1,982.99
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	Electric Utility-Ops General	3,444.97
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	Electric Utility-Ops General	480.58
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583483	0000542571	SVP 881 MARTIN SVC MAR 2025	Electric Utility-Ops General	1,244.50
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583519	0000554935	SVP 881 MARTIN SVC SEPT 2025	Electric Utility-Ops General	1,244.50
				Total for Payment No.:		9,512.97

Payment No: W26079A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALLIANT INSURANCE SVCS INC	00585127	3259927	25-26 EARTHQUAKE INS GRIZZLY	Electric Utility-Ops General	134,959.44
				Total for Payment No.:		134,959.44

Payment No: 729308

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	STUART C. IRBY COMPANY, LLC	00584793	S014263230.001	POLE, ST LT, AL, 30' WITH 8' A	Electric Utility-Ops General	126,825.08
				Total for Payment No.:		126,825.08

Payment No: W26063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-29	CALIF ISO	00584311	2025092331-72744992	CRR	Electric Utility-Ops General	-242,786.15
2025-09-29	CALIF ISO	00584311	2025092331-72744992	ISO TRANSACTION	Electric Utility-Ops General	357,528.37
2025-09-29	CALIF ISO	00584311	2025092331-72744992	ISO TRANSACTION	Electric Utility-Ops General	11,643.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		126,385.65

Payment No: 729424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TELEDYNE FLIR COMMERCIAL	00585104	9002276175	PART NUMBER: 13801-0101 FLIR G	Electric Utility-Ops General	126,043.94
2025-10-17	TELEDYNE FLIR COMMERCIAL	00585104	9002276175	SHIPPING	Electric Utility-Ops General	50.00
				Total for Payment No.:		126,093.94

Payment No: 034436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ELECTRICAL CONSULTANTS INC	00584142	134452	ENGINEERING DESIGN AND PROJECT	Electric Utility-Construction	76,997.77
2025-09-26	ELECTRICAL CONSULTANTS INC	00584142	134452	CHANGE ORDER 1: ADDITIONAL SER	Electric Utility-Construction	9,776.00
2025-09-26	ELECTRICAL CONSULTANTS INC	00584142	134452	CHANGE ORDER 1: ADDITIONAL ENG	Electric Utility-Construction	30,772.23
				Total for Payment No.:		117,546.00

Payment No: 034552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WEST VALLEY CONSTRUCTION	00583788	238788	2504 TASMAN & CALLE DEL SOL	Electric Utility-Construction	23,766.40
2025-10-03	WEST VALLEY CONSTRUCTION	00583788	238788	RETENTION 2004 YR1 INV 238788	Electric Utility-Construction	-1,188.32
2025-10-03	WEST VALLEY CONSTRUCTION	00583908	238948	2505 3000 CORVIN DR	Electric Utility-Construction	3,206.70
2025-10-03	WEST VALLEY CONSTRUCTION	00583908	238948	RETENTION 2004 YR1 INV 238948	Electric Utility-Construction	-160.34
2025-10-03	WEST VALLEY CONSTRUCTION	00583914	238972	2410 JULIETTE & LAURELWOOD	Electric Utility-Construction	33,781.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WEST VALLEY CONSTRUCTION	00583914	238972	RETENTION 2004 YR1 INV 238972	Electric Utility-Construction	-1,689.08
2025-10-03	WEST VALLEY CONSTRUCTION	00584402	239261	LABOR	Electric Utility-Ops General	4,428.00
2025-10-03	WEST VALLEY CONSTRUCTION	00584402	239261	EQUIPMENT	Electric Utility-Ops General	520.00
2025-10-03	WEST VALLEY CONSTRUCTION	00584402	239261	REIMBURSABLE EXPENSES	Electric Utility-Ops General	156.41
2025-10-03	WEST VALLEY CONSTRUCTION	00584403	239265	LABOR	Electric Utility-Ops General	21,846.00
2025-10-03	WEST VALLEY CONSTRUCTION	00584403	239265	EQUIPMENT	Electric Utility-Ops General	4,886.00
2025-10-03	WEST VALLEY CONSTRUCTION	00584403	239265	REIMBURSABLE EXPENSES	Electric Utility-Ops General	4,190.54
2025-10-03	WEST VALLEY CONSTRUCTION	00584404	239266	LABOR	Electric Utility-Ops General	12,437.00
2025-10-03	WEST VALLEY CONSTRUCTION	00584404	239266	EQUIPMENT	Electric Utility-Ops General	326.00
2025-10-03	WEST VALLEY CONSTRUCTION	00584404	239266	REIMBURSABLE EXPENSES	Electric Utility-Ops General	4,297.86
				Total for Payment No.:		110,804.67

Payment No: W26068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-01	CALIF ISO	00584617	2025082632-71876414	HANA ANN\L CHRGS OCT25-SEP26	Electric Utility-Ops General	108,672.48
				Total for Payment No.:		108,672.48

Payment No: 034643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ELECTRICAL CONSULTANTS INC	00585303	121703	PREPARATION OF A SYSTEM EXPANS	Electric Utility-Construction	8,649.50
2025-10-17	ELECTRICAL CONSULTANTS INC	00585304	123335	PREPARATION OF A SYSTEM EXPANS	Electric Utility-Construction	38,964.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ELECTRICAL CONSULTANTS INC	00585306	127835	PREPARATION OF A SYSTEM EXPANS	Electric Utility-Construction	51,567.50
				Total for Payment No.:		99,181.50

Payment No: 729387

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GENERAL PACIFIC INC	00585120	1527312	TRANSFORMER, PAD, 112KVA, 120/	Electric Utility-Ops General	94,709.59
2025-10-17	GENERAL PACIFIC INC	00585121	1526725	BOLT, SQ HD, 3/4IN DIA. X 26IN	Electric Utility-Ops General	800.10
				Total for Payment No.:		95,509.69

Payment No: 034450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HOT LINE CONSTRUCTION, INC.	00583582	600592-RET	RETENTION RELEASE PO 29858	Electric Utility-Construction	89,691.75
				Total for Payment No.:		89,691.75

Payment No: 034440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2510 RENT 881 MARTN OCT25	Electric Utility-Ops General	63,926.01
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2510 RENT 881 MARTN OCT25	Electric Utility-Ops Restrictd	4,080.38
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2509COM ARE 881 MRTN SEP25	Electric Utility-Ops General	1,592.91
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2509COM ARE 881 MRTN SEP25	Electric Utility-Ops Restrictd	101.68
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2508PGE 881 MARTN AUG25	Electric Utility-Ops General	1,129.00
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2508PGE 881 MARTN AUG25	Electric Utility-Ops Restrictd	72.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2508 UTIL WTR/SWR/FIRAUG25	Electric Utility-Ops General	1,078.08
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2508 UTIL WTR/SWR/FIRAUG25	Electric Utility-Ops Restrictd	68.81
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2508 SC UTILITIES ELECTRC	Electric Utility-Ops General	13,199.33
2025-09-26	GAHRAHMAT FAMILY LTD II	00584175	GFLP2-23771	YP2508 SC UTILITIES ELECTRC	Electric Utility-Ops Restrictd	842.51
				Total for Payment No.:		86,090.77

Payment No: 034626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AIR PRODUCTS & CHEMICALS	00584939	433031961	2509 PURCHASE DEMAND REDUCTION	Electric Utility-Ops General	84,000.00
				Total for Payment No.:		84,000.00

Payment No: 034516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DNV ENERGY SERVICES USA INC	00583920	875010019075	YP2508 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	37,061.50
2025-10-03	DNV ENERGY SERVICES USA INC	00583920	875010019075	YP2508 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	28,002.02
2025-10-03	DNV ENERGY SERVICES USA INC	00583920	875010019075	YP2508 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	9,059.48
2025-10-03	DNV ENERGY SERVICES USA INC	00583920	875010019075	YP2508 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	4,117.95
2025-10-03	DNV ENERGY SERVICES USA INC	00583920	875010019075	YP2508 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	4,117.94
				Total for Payment No.:		82,358.89

Payment No: 729241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AGILENT TECHNOLOGIES INC	00584157	R26-SLR-0002	LTG REBATE; ACT 64121-01	Electric Utility-Ops Restrictd	77,333.40
				Total for Payment No.:		77,333.40

Payment No: W26059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584199	3221759	WT: 24-25 PROPERTY ZURICH	Electric Utility-Ops General	73,253.42
				Total for Payment No.:		73,253.42

Payment No: 034625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AECOM TECHNICAL SERVICES, INC	00585254	2001058174	SERVICES TO PROVIDE SUBSTATION	Electric Utility-Construction	72,161.31
				Total for Payment No.:		72,161.31

Payment No: 034499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00583959	652188	2507 HAZ WASTE REMOVAL 7/29	Electric Utility-Ops General	588.56
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00583960	652409	2507 HAZ WASTE REMOVAL 7/30	Electric Utility-Ops General	1,159.20
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00583961	652413	2507 HAZ WASTE REMOVAL 7/23	Electric Utility-Ops General	1,159.20
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00583964	655793	2508 HAZ WASTE REMOVAL 8/18	Electric Utility-Ops General	975.83
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00583965	657391	2508 HAZ WASTE REMOVAL 8/27	Electric Utility-Ops General	1,159.20
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584396	624037	LABOR FOR DISPOSAL OF CONTAMIN	Electric Utility-Construction	1,458.36
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584396	624037	CHANGE ORDER 1: ADDITIONAL SER	Electric Utility-Construction	10,104.36

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584397	627996	LABOR FOR DISPOSAL OF CONTAMIN	Electric Utility-Construction	11,631.20
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584398	627992	CHANGE ORDER 1: ADDITIONAL SER	Electric Utility-Construction	11,446.90
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584399	628251	LABOR FOR DISPOSAL OF CONTAMIN	Electric Utility-Construction	10,742.42
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584400	628300	LABOR FOR DISPOSAL OF CONTAMIN	Electric Utility-Construction	9,772.00
2025-10-03	ADVANCED CHEMICAL TRANSPORT	00584401	627998	LABOR FOR DISPOSAL OF CONTAMIN	Electric Utility-Construction	11,364.02
				Total for Payment No.:		71,561.25

Payment No: 729138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PG&E	00584328	0008443009-9	KRS UNENERGIZED 115KV REMOVAL	Electric Utility-Construction	69,291.00
				Total for Payment No.:		69,291.00

Payment No: 729273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRANICUS LLC	00584852	214341	COMMUNICATIONS CLOUD	Electric Utility-Ops General	7,481.17
2025-10-10	GRANICUS LLC	00584852	214341	GOVACCESS FOR TRADITIONAL VISI	Electric Utility-Ops General	8,455.30
2025-10-10	GRANICUS LLC	00584852	214341	CUSTOMIZATIONS (RECURRING) - G	Electric Utility-Ops General	385.56
2025-10-10	GRANICUS LLC	00584852	214341	COMMUNICATIONS CLOUD ADVANCED	Electric Utility-Ops General	1,610.60
2025-10-10	GRANICUS LLC	00584852	214341	SSL CERTIFICATE (RECURRING)	Electric Utility-Ops General	532.69
2025-10-10	GRANICUS LLC	00584852	214341	GOVACCESS - MAINT/HOSTING/LICE	Electric Utility-Ops General	1,607.20
				Total for Payment No.:		20,072.52

Payment No: 729275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HENKELS & MCCOY WEST	00582649	413365	LABOR FOR OH/UG SERVICES	Electric Utility-Ops General	50,515.78
2025-10-10	HENKELS & MCCOY WEST	00582649	413365	EQUIPMENT FOR OH/UG SERVICES	Electric Utility-Ops General	11,072.00
2025-10-10	HENKELS & MCCOY WEST	00582649	413365	SUBSISTENCE FOR OH/UG SERVICES	Electric Utility-Ops General	6,500.00
				Total for Payment No.:		68,087.78

Payment No: 034478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TRAYER ENGINEERING CORP	00584121	0000031655	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility-Ops General	67,492.72
				Total for Payment No.:		67,492.72

Payment No: W26079B

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALLIANT INSURANCE SVCS INC	00585129	90117	25-26 SPEC LIAB INS FOR GRIZZL	Electric Utility-Ops General	62,715.00
				Total for Payment No.:		62,715.00

Payment No: 034458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MILTON SECURITY GROUP LLC	00583450	2025FMF240	2508 NOC/SOC SERVICES	Electric Utility-Ops General	23,040.00
2025-09-26	MILTON SECURITY GROUP LLC	00583450	2025FMF240	2508 AMI/MDMS PROJECT SUPPORT	Electric Utility-Ops General	19,200.00
2025-09-26	MILTON SECURITY GROUP LLC	00583450	2025FMF240	2508 OSISOFT PI SYSTEM SVC	Electric Utility-Ops General	14,400.00
2025-09-26	MILTON SECURITY GROUP LLC	00583450	2025FMF240	2508 SHAREPOINT SUPPORT/MGMT	Electric Utility-Ops General	4,800.00
				Total for Payment No.:		61,440.00

Payment No: 729133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PG&E	00583815	6960110313-3 SEP2025	2508 GAS TRANSPORT GIA	Electric Utility-Ops General	59,310.29
				Total for Payment No.:		59,310.29

Payment No: 729000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PG&E	00583759	0008439870-0	2508 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	50,878.63
2025-09-26	PG&E	00583759	0008439870-0	2508 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	7,941.30
				Total for Payment No.:		58,819.93

Payment No: 034585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	2508 LEGAL SERVICES	[redacted]	[redacted]
2025-10-10	[redacted]	[redacted]	[redacted]	2508 LEGAL SVC[redacted]	[redacted]	[redacted]
				Total for Payment No.:		57,713.00

Payment No: W26079C

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALLIANT INSURANCE SVCS INC	00585130	3261236	25-26 TERRORISM INS FOR SVP	Electric Utility-Ops General	56,769.64
				Total for Payment No.:		56,769.64

Payment No: 034646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GEXPRO	00585170	S142520993.001	TRANSFORMER, PAD, 225 KVA, 120	Electric Utility-Ops General	52,573.15
				Total for Payment No.:		52,573.15

Payment No: 729189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NELSON LIQUID DRIVE ACQ LLC	00584559	3126 Rev 1	ESTIMATED SHIPPING COST	Electric Utility-Ops General	574.00
2025-10-03	NELSON LIQUID DRIVE ACQ LLC	00584559	3126 Rev 1	COMPLETE REBUILD OF ONE (1) PN	Electric Utility-Ops General	51,500.00
				Total for Payment No.:		52,074.00

Payment No: 034417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ANIXTER INC.	00583999	6486568-01	CONNECTOR, SERVICE DROP INSUL	Electric Utility-Ops General	63.02
2025-09-26	ANIXTER INC.	00584004	6344108-01	ARM, WOOD, LSP, 9FT-0IN X 3-3/	Electric Utility-Ops General	7,202.25
2025-09-26	ANIXTER INC.	00584005	6297728-01	METER, SOCKET, 5 TERMINAL WITH	Electric Utility-Ops General	921.02
2025-09-26	ANIXTER INC.	00584010	6502958-00	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility-Ops General	659.12
2025-09-26	ANIXTER INC.	00584010	6502958-00	TRANSFORMER SAC ANDAX #TCB-243	Electric Utility-Ops General	1,597.59
2025-09-26	ANIXTER INC.	00584019	6502755-00	BRAID, SHIELD, 1IN WIDE X 15 M	Electric Utility-Ops General	5,772.71
2025-09-26	ANIXTER INC.	00584025	6344108-02	CROSSARMS HENKLES	Electric Utility-Ops General	16,279.27
2025-09-26	ANIXTER INC.	00584027	6401266-00	GALV NUTS FOR HENKLES	Electric Utility-Ops General	339.92
2025-09-26	ANIXTER INC.	00584079	6397079-01	HIGH VOLTAGE SIGN 3.5" HIGH X	Electric Utility-Ops General	2,258.89
2025-09-26	ANIXTER INC.	00584080	6298172-02	ELBOW, 1/0 AL 200A, , 14.4 KV.	Electric Utility-Ops General	1,964.25
2025-09-26	ANIXTER INC.	00584124	6392307-04	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility-Ops General	44.08
2025-09-26	ANIXTER INC.	00584126	6502958-01	CONNECTOR, MISC, COMP, BARE, #	Electric Utility-Ops General	135.86
2025-09-26	ANIXTER INC.	00584126	6502958-01	STUD, COPPER ALLOY,TERMINATION	Electric Utility-Ops General	10,692.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ANIXTER INC.	00584127	6502899-01	ANCHOR, GUY, EXPANSION, 12IN F	Electric Utility-Ops General	1,146.07
2025-09-26	ANIXTER INC.	00584128	6429633-02	BOLT, SQ HD - 3/4IN DIA. X 6IN	Electric Utility-Ops General	473.60
				Total for Payment No.:		49,549.72

Payment No: 729291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ORLAND UNIT WATER USERS ASSN.	00584052	2031SEP2025	2508 STONY CREEK HYDRO EXP	Electric Utility-Ops General	22,641.87
2025-10-10	ORLAND UNIT WATER USERS ASSN.	00584052	2031SEP2025	2508 STONY CREEK HYDRO EXP	Electric Utility-Ops General	10,104.26
2025-10-10	ORLAND UNIT WATER USERS ASSN.	00584052	2031SEP2025	2508 STONY CREEK HYDRO EXP	Electric Utility-Ops General	43.45
2025-10-10	ORLAND UNIT WATER USERS ASSN.	00584052	2031SEP2025	2508 STONY CREEK HYDRO EXP	Electric Utility-Ops General	43.45
2025-10-10	ORLAND UNIT WATER USERS ASSN.	00584052	2031SEP2025	2508 STONY CREEK HYDRO EXP	Electric Utility-Ops General	13,819.87
2025-10-10	ORLAND UNIT WATER USERS ASSN.	00584052	2031SEP2025	2508 STONY CREEK HYDRO EXP	Electric Utility-Ops General	43.45
				Total for Payment No.:		46,696.35

Payment No: 034502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ALTERNATIVE ENERGY SYSTEMS	00583919	22111-17	2508 EE BLDG ELECTFICATIN PRO	Electric Utility-Ops Restrictd	17,636.25
2025-10-03	ALTERNATIVE ENERGY SYSTEMS	00583966	22111-16	2507 EE BLDG ELECTFICATIN PRO	Electric Utility-Ops Restrictd	27,306.25
				Total for Payment No.:		44,942.50

Payment No: 034631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ATLAS COPCO RENTAL	00585099	1421202-0027	COMPRESSOR RENTAL: ZT90 VSD OF	Electric Utility-Ops General	14,813.72
2025-10-17	ATLAS COPCO RENTAL	00585100	1421202-0028	COMPRESSOR RENTAL: ZT90 VSD OF	Electric Utility-Ops General	14,813.72
2025-10-17	ATLAS COPCO RENTAL	00585102	1421202-0029	COMPRESSOR RENTAL: ZT90 VSD OF	Electric Utility-Ops General	14,813.72
				Total for Payment No.:		44,441.16

Payment No: 034562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ANIXTER INC.	00584749	6509716-00	WIRE, 600V, 1/0 3C TRIPLEX, XL	Electric Utility-Ops General	6,547.50
2025-10-10	ANIXTER INC.	00584774	6502958-02	ARM, WOOD, HSP, 10FT-6IN X 4-3	Electric Utility-Ops General	8,658.85
2025-10-10	ANIXTER INC.	00584795	6201728-01	ELBOW, 1100 KCMIL 15KV RICHARD	Electric Utility-Ops General	25,691.08
2025-10-10	ANIXTER INC.	00584820	6495202-01	PART NUMBER: PRIORITY WIRE&CA	Electric Utility-Construction	2,878.32
2025-10-10	ANIXTER INC.	00584821	6495202-02	PART NUMBER: HUBBELL HFA500 W	Electric Utility-Construction	189.88
				Total for Payment No.:		43,965.63

Payment No: 034557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AECOM TECHNICAL SERVICES, INC	00584865	2001066321	CHANGE ORDER 2: ADDITIONAL SER	Electric Utility-Construction	43,674.55
				Total for Payment No.:		43,674.55

Payment No: 729412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	RTS RELIABILITY TESTING	00585180	185336R3	INFRARED THERMOGRAPHIC IMAGING	Electric Utility-Construction	27,037.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	RTS RELIABILITY TESTING	00585259	185559	DVR RELIABILITY/PDM SERVICES -	Electric Utility-Ops General	7,924.00
2025-10-17	RTS RELIABILITY TESTING	00585263	185673	DVR RELIABILITY/PDM SERVICES -	Electric Utility-Ops General	7,924.00
				Total for Payment No.:		42,885.68

Payment No: 729301

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ROSENDIN ELECTRIC	00584868	253472	LABOR, GENERAL EXPENSES, AND M	Electric Utility-Ops General	31,272.53
2025-10-10	ROSENDIN ELECTRIC	00584868	253472	MATERIALS	Electric Utility-Ops General	11,213.47
				Total for Payment No.:		42,486.00

Payment No: 034620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	TRC	00584864	48465	DESIGN SERVICES FOR BESS ENCLO	Electric Utility-Construction	38,081.89
2025-10-10	TRC	00584901	118179	ENGINEER OF RECORD (EOR) FOR T	Electric Utility-Street Lights	3,428.63
				Total for Payment No.:		41,510.52

Payment No: 729061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NEW IMAGE LANDSCAPE COMPANY	00584107	151849	SVP LANDSCAPE SERVICES/ SVP HE	Electric Utility-Ops General	21,716.17
				Total for Payment No.:		21,716.17

Payment No: 729245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AMERICAN PUBLIC POWER ASSN	00584856	000215991	HOST FEE: SVP IN HOUSE KEY ACC	Electric Utility-Ops General	20,795.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AMERICAN PUBLIC POWER ASSN	00584856	000215991	HOST FEE: SVP IN-HOUSE: ADVANC	Electric Utility-Ops General	14,295.81
				Total for Payment No.:		35,091.61

Payment No: 729398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# H98UCD9PW5BN PORTABLE RADI	Electric Utility-Ops General	16,757.54
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# G996AU ADD: PROGRAMMING OV	Electric Utility-Ops General	564.00
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# Q361AR ADD: P25 9600 BAUD	Electric Utility-Ops General	1,687.23
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# Q58ALADD: 3Y ESSENTIAL SE	Electric Utility-Ops General	1,104.00
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# H38BTADD: SMARTZONE OPERA	Electric Utility-Ops General	6,748.90
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# QA00580AC ADD: TDMA OPERAT	Electric Utility-Ops General	2,533.23
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# QA09113AB ADD: BASELINE RE	Electric Utility-Ops General	0.00
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# Q806BM ADD: ASTRO DIGITAL	Electric Utility-Ops General	2,901.26
2025-10-17	MOTOROLA SOLUTIONS INC	00585258	8282207838	PN# Q629AK SOFTWARE LICENSE EN	Electric Utility-Ops General	2,676.62
				Total for Payment No.:		34,972.78

Payment No: 729293

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PACIFIC ENERGY CONCEPTS LLC	00584362	4060879	MULTIFAM EV CHRG RBT 63084-04	Electric Utility-Ops Restrictd	30,000.00
				Total for Payment No.:		30,000.00

Payment No: W26059A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584200	3221751	WT: 24-25 PROPERTY STARR	Electric Utility-Ops General	29,307.25
				Total for Payment No.:		29,307.25

Payment No: 729381

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	DOBLE ENGINEERING CO	00585261	PSEI11168890	ENOSERV POWERBASE ANNUAL MAINT	Electric Utility-Ops General	24,961.00
2025-10-17	DOBLE ENGINEERING CO	00585262	PSEI11168888	RTS MAINTENANCE FOR COVERAGE P	Electric Utility-Ops General	3,051.65
2025-10-17	DOBLE ENGINEERING CO	00585262	PSEI11168888	RTS LEVEL 2 SUPPORT RTS_MS_SL2	Electric Utility-Ops General	1,220.66
				Total for Payment No.:		29,233.31

Payment No: 034485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	US DEPT OF ENERGY	00583479	NNPB000270825S	2508 COTP LOSS-FIN SETTLEMENTS	Electric Utility-Ops General	27,356.42
				Total for Payment No.:		27,356.42

Payment No: 034452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LEIDOS ENGINEERING, LLC	00584098	INV-0014650329	ENGINEERING SERVICES FOR NERC	Electric Utility-Ops General	22,269.39
				Total for Payment No.:		22,269.39

Payment No: 729033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EQUINIX INC	00583422	100210693128	2509 SANTA CLARA IBX-SV2 FBR	Electric Utility-Ops General	18,510.51
				Total for Payment No.:		18,510.51

Payment No: 729260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	DASHER TECHNOLOGIES INC	00584857	INV-0285562	HPE 3PAR RENEWAL SUPPORT 11/01	Electric Utility-Ops General	17,136.00
				Total for Payment No.:		17,136.00

Payment No: 034560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALTERNATIVE ENERGY SYSTEMS	00584822	22111-14	2501 EE BLDG ELECTFICATIN TR5	Electric Utility-Ops Restrictd	17,111.25
				Total for Payment No.:		17,111.25

Payment No: 034605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		15,444.18

Payment No: 729008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AMERESCO	00583480	80453	2508 ENERGY (LAFAYETT LF GAS)	Electric Utility-Ops General	15,550.14
				Total for Payment No.:		15,550.14

Payment No: 034535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	POWER PROS	00584347	2025102	SITE OF ACCEPTANCE TESTING AND	Electric Utility-Construction	15,246.69
				Total for Payment No.:		15,246.69

Payment No: 034529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 230VK17.3-233	Electric Utility-Construction	4,216.41
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 230kV17.3-233	Electric Utility-Construction	744.07
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER DWG: 115kV22.2-115	Electric Utility-Construction	4,889.10
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: KL69ASP13 60KV ST	Electric Utility-Construction	2,957.72
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 230kV133-2743	Electric Utility-Construction	303.29
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 161kV133-1501	Electric Utility-Construction	435.40
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 69kV133-1034-	Electric Utility-Construction	161.76
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 230kV17.3-233	Electric Utility-Construction	496.05
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 230kV17.3-233	Electric Utility-Construction	82.67
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 115kV22.2-115	Electric Utility-Construction	501.44
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: KL69ASP13 60KV ST	Electric Utility-Construction	309.01
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 230kV133-2743	Electric Utility-Construction	33.70
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 161kV133-1501	Electric Utility-Construction	51.22
2025-10-03	MVA POWER INC	00584355	225372	PART NUMBER: DWG 69kV133-1034-	Electric Utility-Construction	20.23
				Total for Payment No.:		15,202.07

Payment No: 729263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ELECTRIC CAR INSIDER	00584809	01496	MOBILE EVSE EXHIBIT - 2 DAYS P	Electric Utility-Ops Restrictd	15,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		15,000.00

Payment No: 034446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GTT COMMUNICATIONS INC	00583968	INV11043874	2509 INTERNET SVCS 881/1705	Electric Utility-Ops General	14,022.34
2025-09-26	GTT COMMUNICATIONS INC	00583968	INV11043874	FINANCE CHARGE	Electric Utility-Ops General	128.03
				Total for Payment No.:		14,150.37

Payment No: W26059B

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584201	3221712	WT: 24-25 PROPERTY AEGIS	Electric Utility-Ops General	13,643.49
				Total for Payment No.:		13,643.49

Payment No: 729032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EN ENGINEERING, LLC	00584131	0495543	CHANGE ORDER 2: ADDITIONAL FUN	Electric Utility-Street Lights	13,495.85
				Total for Payment No.:		13,495.85

Payment No: 729274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HD SUPPLY	00584757	890016397	JANITORIAL SUPPLIES FOR SVP	Electric Utility-Ops General	315.13
2025-10-10	HD SUPPLY	00584768	891973075	JANITORIAL SUPPLIES FOR SVP	Electric Utility-Ops General	331.70
				Total for Payment No.:		646.83

Payment No: W26059D

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584203	3221761	WT: 24-25 PROPERTY XL	Electric Utility-Ops General	13,058.00
				Total for Payment No.:		13,058.00

Payment No: 729249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES ? CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		12,779.00

Payment No: 729101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	VERIZON WIRELESS	00583448	6121851642	2508 CELL PHONE SERVICE	Electric Utility-Ops General	13,052.74
2025-09-26	VERIZON WIRELESS	00583448	6121851642	2508 CELL PHONE ADJUSTMENTS	Electric Utility-Ops General	-551.44
				Total for Payment No.:		12,501.30

Payment No: W26059C

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584202	3221745	WT: 24-25 PROPERTY SCOR	Electric Utility-Ops General	12,482.72
				Total for Payment No.:		12,482.72

Payment No: 729287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MESA ENERGY SYSTEMS, INC.	00584184	940029216	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	769.00
2025-10-10	MESA ENERGY SYSTEMS, INC.	00584184	940029216	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	512.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MESA ENERGY SYSTEMS, INC.	00584184	940029216	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	3,429.00
2025-10-10	MESA ENERGY SYSTEMS, INC.	00584184	940029216	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	7,185.00
2025-10-10	MESA ENERGY SYSTEMS, INC.	00584184	940029216	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	512.00
				Total for Payment No.:		12,407.00

Payment No: 729083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SOLAR TECHNOLOGIES	00583565	2025-IQSG-004	INCM QUALF SOLAR 29318-01	Electric Utility-Ops Restrictd	11,221.74
				Total for Payment No.:		11,221.74

Payment No: 034445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	GLOVE, MEDIUM GROUND WORKER, Y	Electric Utility-Ops General	1,074.25
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	GLOVE, XLARGE GROUND WORKER, Y	Electric Utility-Ops General	1,237.74
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	PRUNING SHEARS, 32IN OVERALL L	Electric Utility-Ops General	101.92
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	WATER COOLER, 5GAL WITH CUP DI	Electric Utility-Ops General	70.19
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	SUNSCREEN TOWELETTE, SPF 30 SU	Electric Utility-Ops General	327.46
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility-Ops General	123.46
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility-Ops General	123.46
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	GLOVE, WORKMAN TYPE MEDIUM MEC	Electric Utility-Ops General	548.22
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	GLOVE, WORKMAN TYPE. XL MECHAN	Electric Utility-Ops General	548.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	GLASSES, SMITH & WESSON ELITE	Electric Utility-Ops General	141.69
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	HARD HAT, BULLARD WIDE-RIM STY	Electric Utility-Ops General	251.82
2025-09-26	GRAINGER-SAN JOSE	00584008	9622633825	SQWINCHER POWDER CONCENTRATE O	Electric Utility-Ops General	410.30
2025-09-26	GRAINGER-SAN JOSE	00584014	9627595367	PADLOCK, AMERICAN LOCK OMM SER	Electric Utility-Ops General	2,268.71
2025-09-26	GRAINGER-SAN JOSE	00584020	9622108349	BARRICADE TAPE,"CAUTION HIGH V	Electric Utility-Ops General	244.48
				Total for Payment No.:		7,471.92

Payment No: 034541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584359	3428184270	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	565.00
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584360	3428184271	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	1,005.00
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584361	3428184280	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	1,400.00
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584363	3428184283	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	2,390.00
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584364	3428184314	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	565.00
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584365	3428184319	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	2,630.00
2025-10-03	STATEWIDE TRAFFIC SAFETY AND SIGNS	00584366	3428184320	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	2,085.00
				Total for Payment No.:		10,640.00

Payment No: 729405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PENINSULA CRANE & RIGGING	00585190	10947	CRANE SERVICES	Electric Utility-Ops General	10,138.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		10,138.00

Payment No: W26059G

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584206	3221749	WT: 24-25 PROPERTY HDI	Electric Utility-Ops General	9,567.26
				Total for Payment No.:		9,567.26

Payment No: W26059E

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584204	3221755	WT: 24-25 PROPERTY MUNICH	Electric Utility-Ops General	9,544.15
				Total for Payment No.:		9,544.15

Payment No: W26059F

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584205	3221741	WT: 24-25 PROPERTY AIG	Electric Utility-Ops General	9,527.64
				Total for Payment No.:		9,527.64

Payment No: 729031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ELECTRIC POWER SYSTEMS	00583995	INV_00171947	FENCE GROUNDING TESTING FOR NR	Electric Utility-Construction	9,360.00
				Total for Payment No.:		9,360.00

Payment No: 729028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DMC POWER INC	00583996	290599 RI	PART NUMBER GC759B050-050 OFFS	Electric Utility-Construction	8,228.63
2025-09-26	DMC POWER INC	00583996	290599 RI	FREIGHT	Electric Utility-	660.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Construction	
				Total for Payment No.:		8,889.24

Payment No: W26059H

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584207	3221747	WT: 24-25 PROPERTY HELVETIA	Electric Utility-Ops General	8,739.17
				Total for Payment No.:		8,739.17

Payment No: 034418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ASPEN ENVIRONMENTAL GROUP	00583998	3581.014-01	REVIEW OF HAZARDOUS MATERIALS	Electric Utility-Ops General	8,281.80
				Total for Payment No.:		8,281.80

Payment No: 034532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ONESOURCE SUPPLY SOLUTIONS LLC	00584439	S007798999.001	WIRE, OH, #2 AL, AAC, TRIPLEX,	Electric Utility-Ops General	8,261.31
				Total for Payment No.:		8,261.31

Payment No: 729039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FLYERS ENERGY LLC	00584033	25-454721	OILS AND LUBRICANTS FOR DVR	Electric Utility-Ops General	1,738.88
2025-09-26	FLYERS ENERGY LLC	00584033	25-454721	REGULATORY COMPLIANCE FEE	Electric Utility-Ops General	10.95
2025-09-26	FLYERS ENERGY LLC	00584058	25-428952	OILS AND LUBRICANTS FOR DVR	Electric Utility-Ops General	6,130.11
2025-09-26	FLYERS ENERGY LLC	00584058	25-428952	REGULATORY COMPLIANCE FEE	Electric Utility-Ops General	10.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		7,890.89

Payment No: 729001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PG&E	00583760	0008439876-7	2508 GRIZZ PROJ 15% COO	Electric Utility-Ops General	7,781.06
				Total for Payment No.:		7,781.06

Payment No: 034593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRAINGER-SAN JOSE	00584792	9643148787	SEALANT, ADHESIVE, WHITE, 10.3	Electric Utility-Ops General	831.80
2025-10-10	GRAINGER-SAN JOSE	00584792	9643148787	CEMENT, PVC, QT. SIZE WITH BRU	Electric Utility-Ops General	441.43
2025-10-10	GRAINGER-SAN JOSE	00584792	9643148787	TERMINAL, LUG, RING TONGUE, #1	Electric Utility-Ops General	694.91
2025-10-10	GRAINGER-SAN JOSE	00584792	9643148787	TRASH CAN LINERS 40"x46" 1.5 M	Electric Utility-Ops General	356.12
2025-10-10	GRAINGER-SAN JOSE	00584792	9643148787	RAGS, BLUE CREPED SONTARA, APP	Electric Utility-Ops General	635.38
2025-10-10	GRAINGER-SAN JOSE	00584792	9643148787	GLASSES, AMBER SMITH & WESSON	Electric Utility-Ops General	333.40
				Total for Payment No.:		3,293.04

Payment No: 034675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNIQUE SCAFFOLD	00584474	RI-10170	EXTENDED SCAFFOLD RENTAL	Electric Utility-Ops General	2,201.10
2025-10-17	UNIQUE SCAFFOLD	00584479	RI-10461	EXTENDED SCAFFOLD RENTAL	Electric Utility-Ops General	2,274.47
2025-10-17	UNIQUE SCAFFOLD	00584487	RI-10749	EXTENDED SCAFFOLD RENTAL	Electric Utility-Ops General	2,201.10

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNIQUE SCAFFOLD	00585191	RI-11193	SCAFFOLD SERVICES FOR DVR SPRI	Electric Utility-Ops General	520.80
2025-10-17	UNIQUE SCAFFOLD	00585194	RI-11215	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	148.92
				Total for Payment No.:		7,346.39

Payment No: 034598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HILL BROTHERS CHEMICAL CO	00584181	INV13137563	2509 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,222.69
2025-10-10	HILL BROTHERS CHEMICAL CO	00584181	INV13137563	2509 SUPERFUND EXCISE FEE	Electric Utility-Ops General	23.30
				Total for Payment No.:		7,245.99

Payment No: 729064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PENINSULA CRANE & RIGGING	00584035	11276	CRANE SERVICES	Electric Utility-Ops General	7,050.10
				Total for Payment No.:		7,050.10

Payment No: 729255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CALIF MUNICIPAL UTILITIES ASSN	00584426	26-121	STATEWIDE BUSI/KEY ACCT SRVY25	Electric Utility-Ops General	7,000.00
				Total for Payment No.:		7,000.00

Payment No: 729135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PG&E	00583825	0008436447-0	2509 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
				Total for Payment No.:		6,600.59

Payment No: 034479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TRC	00584097	48297	ENGINEERING AND DESIGN SUPPORT	Electric Utility-Construction	6,566.31
				Total for Payment No.:		6,566.31

Payment No: 034449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HILL BROTHERS CHEMICAL CO	00583419	INV13136185	2508 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,503.67
2025-09-26	HILL BROTHERS CHEMICAL CO	00583419	INV13136185	2508 SUPERFUND EXCISE FEE	Electric Utility-Ops General	20.98
				Total for Payment No.:		6,524.65

Payment No: 729289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	NINYO & MOORE GEOTECHNICAL	00584914	308359	GEOTECHNICAL OBSERVATION, MATE	Electric Utility-Street Lights	6,352.50
				Total for Payment No.:		6,352.50

Payment No: 729383

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	EN ENGINEERING, LLC	00585307	0500322	CHANGE ORDER 3: ADDITIONAL FUN	Electric Utility-Street Lights	5,945.45
				Total for Payment No.:		5,945.45

Payment No: 729419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SIEMENS ENERGY INC	00585165	90248944	LTC TRANSDUCER TRU-420 PN:P3R	Electric Utility-Ops General	5,928.00
				Total for Payment No.:		5,928.00

Payment No: 729012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BLUEBEAM INC	00584112	2490972	BLUEBEAM CORE LICENSE (SN-0411	Electric Utility-Ops General	5,692.50
				Total for Payment No.:		5,692.50

Payment No: 729411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	REXEL USA, INC.	00585106	S143268964.001	PN# KIL KLBP01 - EBS INTERIOR	Electric Utility-Ops General	5,576.73
2025-10-17	REXEL USA, INC.	00585106	S143268964.001	S&H CHARGES	Electric Utility-Ops General	14.39
				Total for Payment No.:		5,591.12

Payment No: 729043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GRAYBAR ELECTRIC	00583431	9300717947	2508 FAK-MULDRP-45-SEAL-FLAT4	Electric Utility-Construction	348.00
2025-09-26	GRAYBAR ELECTRIC	00583434	9350089423	2509 CCH-CP06-15T CORNING OPTI	Electric Utility-Construction	46.27
2025-09-26	GRAYBAR ELECTRIC	00583434	9350089423	2509 CCH-CP06-56 CORNING OPTIC	Electric Utility-Construction	50.19
2025-09-26	GRAYBAR ELECTRIC	00583434	9350089423	2509 CCH-CP06-3C CORNING OPTIC	Electric Utility-Construction	54.98
2025-09-26	GRAYBAR ELECTRIC	00583436	9350089403	2509 2920/L PROTECTIVE INDUSTR	Electric Utility-Construction	82.32
2025-09-26	GRAYBAR ELECTRIC	00583436	9350089403	2509 FO-128 AMERICAN POLYWATER	Electric Utility-Construction	148.13
2025-09-26	GRAYBAR ELECTRIC	00583438	9350072930	2509 1019692 PHOENIX CONTACT	Electric Utility-Construction	4,795.13
				Total for Payment No.:		5,525.02

Payment No: 729436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	VENKATA GADDE	00584614	000845	HEAT PUMP WTR HETR ACT56100-02	Electric Utility-Ops Restrictd	5,300.00
				Total for Payment No.:		5,300.00

Payment No: 729264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ELECTROMARK	00582606	9359381151	PN #SLIDE1FY N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582606	9359381151	FREIGHT	Electric Utility-Ops General	3.99
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FO N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FP N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FA N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FF N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FD N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FU N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	PN #SLIDE1FV N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582609	9359423040	FREIGHT	Electric Utility-Ops General	27.93
2025-10-10	ELECTROMARK	00582615	9359337834	PN #SLIDE1F5 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582615	9359337834	PN #BOXMETAL ACCS,MTL,12X18 AC	Electric Utility-Ops General	627.26
2025-10-10	ELECTROMARK	00582615	9359337834	FREIGHT	Electric Utility-Ops General	26.98
2025-10-10	ELECTROMARK	00582616	9359348426	PN #SLIDE1FI N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ELECTROMARK	00582616	9359348426	FREIGHT	Electric Utility-Ops General	3.99
2025-10-10	ELECTROMARK	00582619	9359401677	PN #SLIDE1FG N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582619	9359401677	PN #SLIDE1FJ N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582619	9359401677	FREIGHT	Electric Utility-Ops General	7.98
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F0 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F1 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F2 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F4 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F6 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F7 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F9 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FB N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FC N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FE N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FH N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FK N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FL N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FM	Electric Utility-Ops	108.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				N&L,AL,.88X1.59,B	General	
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FN N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FR N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FS N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FT N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FW N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FZ N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #HOLDAL18 N&L,AL,2.06X8.562	Electric Utility-Ops General	627.47
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1F3 N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	PN #PANLBOND12PACK FIXTURE ADH	Electric Utility-Ops General	103.21
2025-10-10	ELECTROMARK	00582625	9359315996	PN #SLIDE1FI N&L,AL,.88X1.59,B	Electric Utility-Ops General	108.96
2025-10-10	ELECTROMARK	00582625	9359315996	FREIGHT	Electric Utility-Ops General	114.70
				Total for Payment No.:		5,248.15

Payment No: 729316

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	UNIVAR SOLUTIONS USA INC	00584049	53335162	2509 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	2,504.42
2025-10-10	UNIVAR SOLUTIONS USA INC	00584049	53335162	2509 CALIFORNIA MILL FEE	Electric Utility-Ops General	69.50
2025-10-10	UNIVAR SOLUTIONS USA INC	00584427	53353014	2509 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	2,522.97
2025-10-10	UNIVAR SOLUTIONS USA INC	00584427	53353014	2509 CALIFORNIA MILL FEE	Electric Utility-Ops	70.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		5,166.90

Payment No: 729281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVCES - CHANGE ORDER #	[redacted]	[redacted]
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVCES - CHANGE ORDER #	[redacted]	[redacted]
				Total for Payment No.:		4,631.00

Payment No: 729305

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SCS ENGINEERS	00584141	0551795	GHG VERIFY 50% 2024	Electric Utility-Ops General	2,262.50
2025-10-10	SCS ENGINEERS	00584141	0551795	GHG VERIFY 50% 2024	Electric Utility-Ops General	2,562.50
				Total for Payment No.:		4,825.00

Payment No: 034654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ICE US OTC COMMODITY MARKETS LLC	00584697	0925000868088	2509 ENERGY BROKER COMMISSION	Electric Utility-Ops General	4,650.00
				Total for Payment No.:		4,650.00

Payment No: 034475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STAPLES ADVANTAGE	00584220	7006718958-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	53.48
2025-09-26	STAPLES ADVANTAGE	00584221	7006718958-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	72.28

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STAPLES ADVANTAGE	00584221	7006718958-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	1,084.47
2025-09-26	STAPLES ADVANTAGE	00584221	7006718958-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	176.60
2025-09-26	STAPLES ADVANTAGE	00584221	7006718958-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	286.87
				Total for Payment No.:		1,673.70

Payment No: 729192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	SVP 850 DUANE	Electric Utility-Ops General	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	SVP 527 ROBERTS	Electric Utility-Ops General	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	SVP 1705 MARTIN	Electric Utility-Ops General	61.54
				Total for Payment No.:		184.62

Payment No: W26059J

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584210	3236069	WT: 24-25 TERRORISM HOWDEN 85%	Electric Utility-Ops General	4,300.30
				Total for Payment No.:		4,300.30

Payment No: 729161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DYSERT ENVIRONMENTAL INC	00584356	19370	STORMWATER & SMR SAMPLING	Electric Utility-Ops General	1,249.00
2025-10-03	DYSERT ENVIRONMENTAL INC	00584357	19315	STORMWATER & SMR SAMPLING	Electric Utility-Ops General	760.50
2025-10-03	DYSERT ENVIRONMENTAL INC	00584357	19315	STORMWATER & SMR SAMPLING	Electric Utility-Ops General	760.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DYSERT ENVIRONMENTAL INC	00584358	19280	STORMWATER & SMR SAMPLING	Electric Utility-Ops General	760.50
2025-10-03	DYSERT ENVIRONMENTAL INC	00584358	19280	STORMWATER & SMR SAMPLING	Electric Utility-Ops General	760.50
				Total for Payment No.:		4,291.00

Payment No: 729271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GLOBAL RENTAL CO	00584420	30694788	2510 2020 FRGHTLINER M2-106	Electric Utility-Ops General	4,146.75
				Total for Payment No.:		4,146.75

Payment No: 729013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BMI IMAGING SYSTEMS	00584101	101490	DOCUMENT PREPARATION AND SCANN	Electric Utility-Ops General	872.73
2025-09-26	BMI IMAGING SYSTEMS	00584101	101490	600 DPI SCANNING RESOLUTION.	Electric Utility-Ops General	1,095.40
2025-09-26	BMI IMAGING SYSTEMS	00584101	101490	CHANGE ORDER 1: ADDITIONAL SCA	Electric Utility-Ops General	2,076.28
				Total for Payment No.:		4,044.41

Payment No: 729304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SANTA CLARA WEEKLY	00584312	1250205	NOTICE OF BIDS JULIETTE P2462	Electric Utility-Construction	2,352.00
				Total for Payment No.:		2,352.00

Payment No: 729363

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AMERICAN TEXTILE & SUPPLY INC	00585101	130669	RAGS, TERI-CLOTH, APPROX. 15IN	Electric Utility-Ops General	3,819.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,819.38

Payment No: 729356

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PG&E	00584530	3345487577-5 SEP2025	2509 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	153.85
2025-10-17	PG&E	00584530	3345487577-5 SEP2025	2509 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	91.17
2025-10-17	PG&E	00584530	3345487577-5 SEP2025	2509 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	1,955.85
2025-10-17	PG&E	00584530	3345487577-5 SEP2025	2509 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	1,451.35
				Total for Payment No.:		3,652.22

Payment No: 729252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CA DEPT OF TAX & FEE ADMIN	00584341	20170SEP2025	2026 HAZ WASTE GEN&HANDLNG FEE	Electric Utility-Ops General	3,562.17
				Total for Payment No.:		3,562.17

Payment No: 034630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ANIXTER INC.	00585107	6486568-03	CONNECTOR, SERVICE DROP INSUL	Electric Utility-Ops General	168.05
2025-10-17	ANIXTER INC.	00585108	6488046-01	CLEVIS, DEAD END, SWING, W/O S	Electric Utility-Ops General	578.80
2025-10-17	ANIXTER INC.	00585168	6503001-02	WIRE, BARE, CU, #18, TINNED, S	Electric Utility-Ops General	1,396.80
2025-10-17	ANIXTER INC.	00585169	6503001-01	WIRE, BARE, CU, #18, TINNED, S	Electric Utility-Ops General	1,396.80
				Total for Payment No.:		3,540.45

Payment No: 729404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PARIN KENIA	00584533	000729	HEAT PMP WTR HEAT ACT 52042-04	Electric Utility-Ops Restrictd	3,499.00
				Total for Payment No.:		3,499.00

Payment No: 729024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	D&M TRAFFIC SERVICES	00584133	576613	CONE, 28IN VINYL PLASTIC TRAFF	Electric Utility-Ops General	1,095.62
2025-09-26	D&M TRAFFIC SERVICES	00584133	576613	STENCIL FEE	Electric Utility-Ops General	81.84
				Total for Payment No.:		1,177.46

Payment No: 729136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PG&E	00583826	0008436448-8	2509 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		3,231.16

Payment No: 034437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EVERGREEN JOB & SAFETY TRAINING, INC	00584113	2068	SEPTEMBER 2025 TRAINING - CAPA	Electric Utility-Ops General	3,200.00
				Total for Payment No.:		3,200.00

Payment No: 729180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KONE INC	00583986	871787138	SVP DUANE	Electric Utility-Ops General	130.79
				Total for Payment No.:		130.79

Payment No: 034650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GRAINGER-SAN JOSE	00584445	9635217699	2509 1Q810 SOCKET SET,3/8 IN D	Electric Utility-Ops General	283.63
2025-10-17	GRAINGER-SAN JOSE	00585126	9654274183	BOOTS, PVC HIP LENGTH, STEEL T	Electric Utility-Ops General	373.70
2025-10-17	GRAINGER-SAN JOSE	00585126	9654274183	BOOTS, PVC HIP LENGTH, STEEL T	Electric Utility-Ops General	373.70
2025-10-17	GRAINGER-SAN JOSE	00585128	9653556465	PAINT, MARKING, WHITE CHALK AE	Electric Utility-Ops General	184.25
2025-10-17	GRAINGER-SAN JOSE	00585128	9653556465	RAGS, BLUE CREPED SONTARA, APP	Electric Utility-Ops General	635.39
2025-10-17	GRAINGER-SAN JOSE	00585132	9649361913	BARRICADE TAPE,"CAUTION HIGH V	Electric Utility-Ops General	514.50
2025-10-17	GRAINGER-SAN JOSE	00585133	9647685511	BURNDY MECHANICAL CONNECTOR: 1	Electric Utility-Ops General	463.78
				Total for Payment No.:		2,828.95

Payment No: 034611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	POWER MARKET CONSULTING INC	00584335	891	2508 OASISLIVE SUPPORT	Electric Utility-Ops General	3,080.00
				Total for Payment No.:		3,080.00

Payment No: 729042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GLOBAL RENTAL CO	00583764	30668894	2509 2019 FORD F550	Electric Utility-Ops General	2,962.74
				Total for Payment No.:		2,962.74

Payment No: 034507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	[redacted]	[redacted]	[redacted]	2507 LEGAL SERVICES	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SERVICES [redacted]	[redacted]	[redacted]
				Total for Payment No.:		2,917.50

Payment No: 729434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNITED SITE SERVICES INC	00585299	INV-5632654	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.92
2025-10-17	UNITED SITE SERVICES INC	00585299	INV-5632654	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	55.00
2025-10-17	UNITED SITE SERVICES INC	00585300	INV-5632750	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	50.20
2025-10-17	UNITED SITE SERVICES INC	00585300	INV-5632750	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	140.00
2025-10-17	UNITED SITE SERVICES INC	00585305	INV-5634377	DVR RENTAL CHARGES	Electric Utility-Ops General	159.99
2025-10-17	UNITED SITE SERVICES INC	00585305	INV-5634377	DVR NON-TAXABLE SERVICES	Electric Utility-Ops General	299.00
2025-10-17	UNITED SITE SERVICES INC	00585310	INV-5634826	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	21.84
2025-10-17	UNITED SITE SERVICES INC	00585310	INV-5634826	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	178.00
2025-10-17	UNITED SITE SERVICES INC	00585314	INV-5635909	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.92
2025-10-17	UNITED SITE SERVICES INC	00585314	INV-5635909	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	55.00
2025-10-17	UNITED SITE SERVICES INC	00585317	INV-5637319	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	21.84
2025-10-17	UNITED SITE SERVICES INC	00585317	INV-5637319	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	175.00
2025-10-17	UNITED SITE SERVICES INC	00585319	INV-5637361	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.92
2025-10-17	UNITED SITE SERVICES INC	00585319	INV-5637361	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	90.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,278.63

Payment No: 729410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	REP NUT & BOLT GUY	00585137	40260	NUT, HEX, 316 OR F593 E, F, OR	Electric Utility-Ops General	2,728.13
2025-10-17	REP NUT & BOLT GUY	00585137	40260	NUT, SQUARE, GALV. STL., 5/8IN	Electric Utility-Ops General	105.85
				Total for Payment No.:		2,833.98

Payment No: 729269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FERGUSON INDUSTRIAL	00584746	1904574	COVER, STEEL FOR B-36 BOX, W/8	Electric Utility-Ops General	2,511.47
				Total for Payment No.:		2,511.47

Payment No: 729183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LEWIS HAIN	00583901	4246007	BATT STOR RBTE; ACT 81642-01	Electric Utility-Ops Restrictd	2,700.00
				Total for Payment No.:		2,700.00

Payment No: 729099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNIVAR SOLUTIONS USA INC	00583725	53317592	2509 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	2,597.17
2025-09-26	UNIVAR SOLUTIONS USA INC	00583725	53317592	2509 CALIFORNIA MILL FEE	Electric Utility-Ops General	72.08
				Total for Payment No.:		2,669.25

Payment No: W26059I

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584208	3221754	WT: 24-25 PROPERTY ARGENTA	Electric Utility-Ops General	2,621.75
				Total for Payment No.:		2,621.75

Payment No: 729091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SUPERCO SPECIALTY PRODUCTS	00584082	PSI634003	CONNECTOR, MISC, COMP, INSULAT	Electric Utility-Ops General	240.03
2025-09-26	SUPERCO SPECIALTY PRODUCTS	00584082	PSI634003	CONNECTOR, MISC, COMP, INSULAT	Electric Utility-Ops General	300.17
2025-09-26	SUPERCO SPECIALTY PRODUCTS	00584082	PSI634003	CABLE TIE, 3-7/8IN LG X .10IN	Electric Utility-Ops General	1,634.91
2025-09-26	SUPERCO SPECIALTY PRODUCTS	00584082	PSI634003	TAPE, MISC, PLUMBERS, 3/4IN X	Electric Utility-Ops General	70.60
2025-09-26	SUPERCO SPECIALTY PRODUCTS	00584082	PSI634003	ROPE, 1/2IN DIA., YELLOW, POLY	Electric Utility-Ops General	177.33
2025-09-26	SUPERCO SPECIALTY PRODUCTS	00584082	PSI634003	FREIGHT	Electric Utility-Ops General	150.00
				Total for Payment No.:		2,573.04

Payment No: 729351

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC GAS & ELECTRIC CO	00584571	8442163	2505 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	2,329.68
				Total for Payment No.:		2,329.68

Payment No: 729160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DMC POWER INC	00584352	292008 RI	FREIGHT	Electric Utility-Construction	146.29
2025-10-03	DMC POWER INC	00584353	292170 RI	PART NUMBER GC759B050-040 OFFS	Electric Utility-Construction	2,141.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,287.49

Payment No: 729176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	JOHN BLACKBURN	00583900	4242587	STOR BATT RBTE;ACT 49887	Electric Utility-Ops Restrictd	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 729352

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC GAS & ELECTRIC CO	00584572	8442170	2506 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	2,237.11
				Total for Payment No.:		2,237.11

Payment No: 729350

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC GAS & ELECTRIC CO	00584570	8442153	2504 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	2,235.88
				Total for Payment No.:		2,235.88

Payment No: 034590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GMES LLC	00584425	7581406	2508 CRG-RIGIDHOOK RIDIG MANHO	Electric Utility-Ops General	74.22
2025-10-10	GMES LLC	00584425	7581406	2508 KT-5182BLA VINYL EQUIPMEN	Electric Utility-Ops General	160.30
2025-10-10	GMES LLC	00584425	7581406	2508 KT-5144BHB14OS AERIAL BUC	Electric Utility-Ops General	184.00
2025-10-10	GMES LLC	00584425	7581406	2508 SPD-LPW1525/TK120X LOADBR	Electric Utility-Ops General	442.53
2025-10-10	GMES LLC	00584425	7581406	2508 OD-34244 BANANA PEELER BP	Electric Utility-Ops General	571.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GMES LLC	00584425	7581406	2508 95-48-22-9216M LINEMAN 5I	Electric Utility-Ops General	289.00
2025-10-10	GMES LLC	00584425	7581406	2508 495-48-22-3801 COMPOSITE	Electric Utility-Ops General	35.56
2025-10-10	GMES LLC	00584425	7581406	2508 SPD-SC-13 SEMI-CON ROLLER	Electric Utility-Ops General	153.53
2025-10-10	GMES LLC	00584425	7581406	2508 GM-5600RB GME WATER-RESIS	Electric Utility-Ops General	90.03
2025-10-10	GMES LLC	00584425	7581406	2508 OWL-8812 18" TEFLON DRILL	Electric Utility-Ops General	106.12
2025-10-10	GMES LLC	00584425	7581406	2508 OWL-8810 18" TEFLON DRILL	Electric Utility-Ops General	97.09
				Total for Payment No.:		2,203.60

Payment No: 034442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GMES LLC	00583766	7586867	2508 3M-7000002322 3M E-A-R UL	Electric Utility-Ops General	59.72
2025-09-26	GMES LLC	00583767	7586918	2508 KT-16477 WIDE RANGE DISTR	Electric Utility-Ops General	563.09
2025-09-26	GMES LLC	00583767	7586918	2508 HB-WPH3 CHANCE WIRE PULLE	Electric Utility-Ops General	147.32
2025-09-26	GMES LLC	00583767	7586918	2508 TL-PE-1 ANCHOR ROD PULLIN	Electric Utility-Ops General	58.11
2025-09-26	GMES LLC	00584081	7607743	HAMMER, 36 OZ. HEAD, FIBERGLAS	Electric Utility-Ops General	316.47
2025-09-26	GMES LLC	00584081	7607743	SHACKLE, 1/2IN ANCHOR TYPE, SC	Electric Utility-Ops General	85.94
2025-09-26	GMES LLC	00584081	7607743	HOOK, FOR HAND LINE BASHLIN #3	Electric Utility-Ops General	207.34
2025-09-26	GMES LLC	00584081	7607743	HOOK, SNAP, HAND LINE, DROP FO	Electric Utility-Ops General	226.99
2025-09-26	GMES LLC	00584081	7607743	SHIPPING	Electric Utility-Ops General	17.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GMES LLC	00584120	7622520	HOOK, SNAP, HAND LINE, DROP FO	Electric Utility-Ops General	453.96
				Total for Payment No.:		2,136.36

Payment No: 729321

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VERIZON WIRELESS	00584391	6123036180	2508 M2M CHARGES	Electric Utility-Ops General	2,102.54
				Total for Payment No.:		2,102.54

Payment No: 729418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SHUAI TANG	00584612	000684	ELE PNL UPGD; ACT 58040-03	Electric Utility-Ops Restrictd	2,050.00
				Total for Payment No.:		2,050.00

Payment No: 729395

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	KARL REINKE	00584532	000621	EV CHRG RBT ACT 76078-01	Electric Utility-Ops Restrictd	2,050.00
				Total for Payment No.:		2,050.00

Payment No: 034575

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	2508 LEGAL SERVICES	[redacted]	[redacted]
2025-10-10	[redacted]	[redacted]	[redacted]	2508 LEGAL SERVICES[redacted]	[redacted]	[redacted]
				Total for Payment No.:		2,035.00

Payment No: 034608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		2,015.50

Payment No: 034571

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BURLINGTON SAFETY LAB INC	00584812	49037	RELATED PARTS AT LIST PRICING	Electric Utility-Ops General	904.34
2025-10-10	BURLINGTON SAFETY LAB INC	00584813	49106	RELATED PARTS AT LIST PRICING	Electric Utility-Ops General	278.97
2025-10-10	BURLINGTON SAFETY LAB INC	00584814	49132	RELATED PARTS AT LIST PRICING	Electric Utility-Ops General	810.32
				Total for Payment No.:		1,993.63

Payment No: 729062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NINYO & MOORE GEOTECHNICAL	00584178	306914	GEOTECHNICAL OBSERVATION, MATE	Electric Utility-Street Lights	1,992.50
				Total for Payment No.:		1,992.50

Payment No: 729370

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CDW GOVERNMENT	00585103	AG1DI7T	PN#: SRT192RMBP APC SMART-UPS	Electric Utility-Ops General	1,858.26
				Total for Payment No.:		1,858.26

Payment No: 729044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HSI WORKPLACE COMPLIANCE SOLUTIONS INC	00584114	INV137216	NERC COMPLIANCE TASK 1 INTERNA	Electric Utility-Ops General	1,850.00
				Total for Payment No.:		1,850.00

Payment No: 729156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CRESCO EQUIPMENT RENTALS	00584557	6472910-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	1,663.07
				Total for Payment No.:		1,663.07

Payment No: 034655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	INDUSTRIAL SCIENTIFIC CORP	00585105	2861352	INET EQUIPMENT RENTAL	Electric Utility-Ops General	817.51
				Total for Payment No.:		817.51

Payment No: 034522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LINDE GAS & EQUIPMENT INC.	00584508	50059962	DEMURRAGE 88%	Electric Utility-Ops General	24.00
2025-10-03	LINDE GAS & EQUIPMENT INC.	00584509	50658863	DEMURRAGE 88%	Electric Utility-Ops General	18.00
2025-10-03	LINDE GAS & EQUIPMENT INC.	00584510	51004870	DEMURRAGE 88%	Electric Utility-Ops General	1,281.98
				Total for Payment No.:		1,323.98

Payment No: 729259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	D&M TRAFFIC SERVICES	00584741	576615	PAINT, MARKING, FLOURESCENT OR	Electric Utility-Ops General	327.38
2025-10-10	D&M TRAFFIC SERVICES	00584806	576658	PAINT, MARKING, RED AERVOE#201	Electric Utility-Ops General	392.85
				Total for Payment No.:		720.23

Payment No: 034536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PURETEC INDUSTRIAL WATER	00583924	2244487	2501 14" M MIXED BED TANK	Electric Utility-Ops	582.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2025-10-03	PURETEC INDUSTRIAL WATER	00583924	2244487	2501 MONTHLY RENTAL FEE	Electric Utility-Ops General	138.16
2025-10-03	PURETEC INDUSTRIAL WATER	00583924	2244487	2501 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	168.75
2025-10-03	PURETEC INDUSTRIAL WATER	00583924	2244487	2501 MONTHLY RENTAL FEE	Electric Utility-Ops General	414.48
				Total for Payment No.:		1,303.55

Payment No: 729297

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	QTS TRS CMBS, LLC	00584314	254367	2510 CARRIER:CONDUIT INNERDUCT	Electric Utility-Ops General	1,112.80
2025-10-10	QTS TRS CMBS, LLC	00584314	254367	2510 RACK: 2 POST	Electric Utility-Ops General	166.40
				Total for Payment No.:		1,279.20

Payment No: 034482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNIQUE SCAFFOLD	00584063	RI-10761	CHANGE ORDER 1: EXTENDED RENTA	Electric Utility-Ops General	354.64
2025-09-26	UNIQUE SCAFFOLD	00584064	RI-11003	CHANGE ORDER 1: EXTENDED RENTA	Electric Utility-Ops General	461.28
2025-09-26	UNIQUE SCAFFOLD	00584065	RI-11209	CHANGE ORDER 1: EXTENDED RENTA	Electric Utility-Ops General	461.28
				Total for Payment No.:		1,277.20

Payment No: 729349

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC GAS & ELECTRIC CO	00584569	8442148	2503 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	1,270.86
				Total for Payment No.:		1,270.86

Payment No: 034627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AIRGAS USA, LLC	00584462	9165304107	2509 EP 10% OX/NI 15A	Electric Utility-Ops General	1,089.35
2025-10-17	AIRGAS USA, LLC	00584462	9165304107	2509 ENERGY CHARGE	Electric Utility-Ops General	2.18
2025-10-17	AIRGAS USA, LLC	00584462	9165304107	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-10-17	AIRGAS USA, LLC	00584462	9165304107	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.51
2025-10-17	AIRGAS USA, LLC	00584462	9165304107	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
				Total for Payment No.:		1,243.11

Payment No: 034501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	AIRGAS USA, LLC	00583926	9164912805	2509 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	712.03
2025-10-03	AIRGAS USA, LLC	00583926	9164912805	2509 ENERGY CHARGE	Electric Utility-Ops General	2.18
2025-10-03	AIRGAS USA, LLC	00583926	9164912805	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-10-03	AIRGAS USA, LLC	00583926	9164912805	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.51
2025-10-03	AIRGAS USA, LLC	00583926	9164912805	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
2025-10-03	AIRGAS USA, LLC	00583928	9164912800	2509 NITROGEN IND LIQ 230LT	Electric Utility-Ops General	207.24
2025-10-03	AIRGAS USA, LLC	00583928	9164912800	2509 ENERGY CHARGE	Electric Utility-Ops General	6.55
2025-10-03	AIRGAS USA, LLC	00583928	9164912800	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-10-03	AIRGAS USA, LLC	00583928	9164912800	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.51
2025-10-03	AIRGAS USA, LLC	00583928	9164912800	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,231.16

Payment No: 729270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GENERAL PACIFIC INC	00584751	1526377	BOLT, SQ HD, 3/4IN DIA. X 26IN	Electric Utility-Ops General	1,200.16
				Total for Payment No.:		1,200.16

Payment No: 034556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ADVANCED CHEMICAL TRANSPORT	00583963	655563	2508 HAZ WASTE REMOVAL 8/13	Electric Utility-Ops General	1,159.20
				Total for Payment No.:		1,159.20

Payment No: 729025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DATAVOICE INTERNATIONAL, INC.	00583312	DVIMN0001511	202508 TEXTING DVI AUG2025	Electric Utility-Ops General	1,144.00
				Total for Payment No.:		1,144.00

Payment No: 729046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	INTER DISPOSAL CORP OF CA	00583508	5127-000042509	SW-TIMBER/TRTD/OLD POLES	Electric Utility-Construction	1,134.57
				Total for Payment No.:		1,134.57

Payment No: 034559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AIRGAS USA, LLC	00584050	9165048222	2509 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	712.03
2025-10-10	AIRGAS USA, LLC	00584050	9165048222	2509 ENERGY CHARGE	Electric Utility-Ops	2.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2025-10-10	AIRGAS USA, LLC	00584050	9165048222	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-10-10	AIRGAS USA, LLC	00584050	9165048222	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.51
2025-10-10	AIRGAS USA, LLC	00584050	9165048222	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
				Total for Payment No.:		865.79

Payment No: 729010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AT&T CALNET	00583481	000024003535	2508 BAN: 9391062315	Electric Utility-Ops General	1,082.40
				Total for Payment No.:		1,082.40

Payment No: 034416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AIRGAS USA, LLC	00583417	9164611969	2509 NITROGEN IND LIQ 230LT 22	Electric Utility-Ops General	762.53
2025-09-26	AIRGAS USA, LLC	00583417	9164611969	2509 ENERGY CHARGE	Electric Utility-Ops General	6.55
2025-09-26	AIRGAS USA, LLC	00583417	9164611969	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-09-26	AIRGAS USA, LLC	00583417	9164611969	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.19
2025-09-26	AIRGAS USA, LLC	00583417	9164611969	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
				Total for Payment No.:		920.34

Payment No: 729014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CA ENVIRONMENTAL PROTECT	00584176	INVCOI22474	FY2223 AB32 CAL YR 2020 EMISSI	Electric Utility-Ops	998.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		998.00

Payment No: 729261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	DURHAM CO	00580289	DC 25116954	COVER, METERING, TEST SWITCH.	Electric Utility-Ops General	920.00
2025-10-10	DURHAM CO	00580289	DC 25116954	FREIGHT	Electric Utility-Ops General	58.60
				Total for Payment No.:		978.60

Payment No: 729215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALEX PRICE	00584833	32132SEP2025	CP-1 TRAINING	Electric Utility-Ops General	835.33
				Total for Payment No.:		835.33

Payment No: 729009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AT&T	00583478	1181759893	2508 T1.5 MBPS SVC	Electric Utility-Ops General	795.44
				Total for Payment No.:		795.44

Payment No: 034682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	WILLIAMS SCOTSMAN INC	00584636	9024679300	YP2510 40X8 CONTAINER RENT	Electric Utility-Street Lights	749.13
2025-10-17	WILLIAMS SCOTSMAN INC	00584636	9024679300	YP2510 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	29.97
				Total for Payment No.:		779.10

Payment No: W26059K

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-24	ALLIANT INSURANCE SVCS INC	00584211	3236074	WT: 24-25 TERRORISM HOWDEN 15%	Electric Utility-Ops General	758.87
				Total for Payment No.:		758.87

Payment No: 034617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	STAPLES ADVANTAGE	00584926	7006884716-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	133.35
				Total for Payment No.:		133.35

Payment No: 729034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ERIC RICHARDSON	00583563	3290106	STVTOP REBATE ACT30274-06	Electric Utility-Ops Restrictd	750.00
				Total for Payment No.:		750.00

Payment No: 729354

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PG&E	00584498	5918427025-0 SEP2025	2508 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	359.70
2025-10-17	PG&E	00584498	5918427025-0 SEP2025	2509 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	366.39
				Total for Payment No.:		726.09

Payment No: 034432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DATABANK HOLDINGS LTD	00583424	320930	2509 5101 LAFAYETTE ST	Electric Utility-Ops General	711.41
				Total for Payment No.:		711.41

Payment No: 729041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GLENN COUNTY AIR POLLUTION	00583751	IN0362033	2509 HMBP (BASE FEE)	Electric Utility-Ops General	184.26
2025-09-26	GLENN COUNTY AIR POLLUTION	00583751	IN0362033	2509 HWG GENERATE <100KG/MO	Electric Utility-Ops General	127.02
2025-09-26	GLENN COUNTY AIR POLLUTION	00583751	IN0362033	2509 HMBP MATERIALS FEE	Electric Utility-Ops General	20.00
2025-09-26	GLENN COUNTY AIR POLLUTION	00583751	IN0362033	2509 STATE SURCHARGE OVERSITE	Electric Utility-Ops General	79.00
2025-09-26	GLENN COUNTY AIR POLLUTION	00583754	IN0361986	2509 HMBP (BASE FEE)	Electric Utility-Ops General	184.26
2025-09-26	GLENN COUNTY AIR POLLUTION	00583754	IN0361986	2509 HMBP MATERIALS FEE	Electric Utility-Ops General	10.00
2025-09-26	GLENN COUNTY AIR POLLUTION	00583754	IN0361986	2509 STATE SURCHARGE OVERSITE	Electric Utility-Ops General	79.00
				Total for Payment No.:		683.54

Payment No: 729238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PG&E	00584428	1543429391-4 SEP2025	2508 ELEC SVC STONY GORGE	Electric Utility-Ops General	316.16
2025-10-10	PG&E	00584428	1543429391-4 SEP2025	2509 ELEC SVC STONY GORGE	Electric Utility-Ops General	329.36
				Total for Payment No.:		645.52

Payment No: 034466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PURETEC INDUSTRIAL WATER	00583747	2060916	2303 LABOR/INSTALL - SJ	Electric Utility-Ops General	412.50
2025-09-26	PURETEC INDUSTRIAL WATER	00583747	2060916	2303 20" X 1 MIC FILTER	Electric Utility-Ops General	37.15
2025-09-26	PURETEC INDUSTRIAL WATER	00583747	2060916	2303 20" X 5 MIC FILTER	Electric Utility-Ops General	55.71
2025-09-26	PURETEC INDUSTRIAL WATER	00583747	2060916	2303 LABOR/INSTALL - SJ	Electric Utility-Ops General	112.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PURETEC INDUSTRIAL WATER	00583747	2060916	2303 20" X 5 MIC FILTER	Electric Utility-Ops General	9.29
2025-09-26	PURETEC INDUSTRIAL WATER	00583747	2060916	2303 20" X 1 MIC FILTER	Electric Utility-Ops General	9.29
				Total for Payment No.:		636.44

Payment No: 729225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	LEONARD MONTILLA	00584855	42260SEP2025	Hyundai Transformer Inspection	Electric Utility-Construction	183.77
2025-10-10	LEONARD MONTILLA	00584855	42260SEP2025	Hyundai Transformer Inspection	Electric Utility-Construction	183.77
2025-10-10	LEONARD MONTILLA	00584855	42260SEP2025	Hyundai Transformer Inspection	Electric Utility-Construction	183.77
				Total for Payment No.:		551.31

Payment No: 729021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	COOPER MACHINERY SERVICES LLC	00584034	91444798	PN: Z903-118-003 RING COMPN	Electric Utility-Ops General	545.80
				Total for Payment No.:		545.80

Payment No: 034435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EFFICIENCY SERVICES GROUP, LLC	00583449	26329	YP2508ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	234.50
2025-09-26	EFFICIENCY SERVICES GROUP, LLC	00583449	26329	YP2508ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	118.75
2025-09-26	EFFICIENCY SERVICES GROUP, LLC	00583449	26329	YP2508ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	184.25
				Total for Payment No.:		537.50

Payment No: 729426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TJH2B ANALYTICAL SERVICES	00584670	INV13632	KENNETH SUB ANALYSIS	Electric Utility-Ops General	508.00
				Total for Payment No.:		508.00

Payment No: 729236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PG&E	00584298	3889347290-2 SEP2025	2509 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	505.98
				Total for Payment No.:		505.98

Payment No: 729372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CENTRALCOLO LLC	00584690	040911	2511 COLOCATION BASE RENT	Electric Utility-Ops General	500.00
				Total for Payment No.:		500.00

Payment No: 729017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CENTRALCOLO LLC	00583423	040371	2510 COLOCATION BASE RENT	Electric Utility-Ops General	500.00
				Total for Payment No.:		500.00

Payment No: 034592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRAINGER	00584051	9644848443	2509 52CF87 GLASS CLNR,TRIG SP	Electric Utility-Ops General	77.54
2025-10-10	GRAINGER	00584051	9644848443	2509 1FYX6 SAFETYGLASSES,CLEAR	Electric Utility-Ops General	29.20
2025-10-10	GRAINGER	00584327	9651526833	2509 484R17 INDUSTRIAL FLASHLI	Electric Utility-Ops General	351.27
2025-10-10	GRAINGER	00584329	9644858798	2509 39AN60	Electric Utility-Ops	6.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				TWEEZERS,PLASTIC,S	General	
				Total for Payment No.:		464.01

Payment No: 034680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	VANTAGE DATA CENTERS 6, LLC	00584639	009164	2511 CARRIER ACCESS 2897 NW	Electric Utility-Ops General	450.20
				Total for Payment No.:		450.20

Payment No: 034486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	VANTAGE DATA CENTERS 6, LLC	00583420	008796	2510 CARRIER ACCESS 2897 NW	Electric Utility-Ops General	450.20
				Total for Payment No.:		450.20

Payment No: 034681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	VANTAGE DATA CENTERS 7, LLC	00584640	009168	2511 MMR (MODULE1)	Electric Utility-Ops General	424.36
				Total for Payment No.:		424.36

Payment No: 034487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	VANTAGE DATA CENTERS 6, LLC	00583421	008800	2510 MMR (MODULE1)	Electric Utility-Ops General	424.36
				Total for Payment No.:		424.36

Payment No: 729030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EDUCATION & OUTREACH COMPANY	00583447	25-1117	SPARKY CLR BK SPAN QUAN 100	Electric Utility-Ops Restrictd	210.62

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EDUCATION & OUTREACH COMPANY	00583447	25-1117	LILLY/LUKE BOOK SPAN QUAN 100	Electric Utility-Ops Restrictd	210.62
				Total for Payment No.:		421.24

Payment No: 034647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GMES LLC	00585117	7634691	BRUSH, CONDUCTOR CLEANING, CIR	Electric Utility-Ops General	281.55
2025-10-17	GMES LLC	00585117	7634691	BRUSH, CLEANING KEARNEY #11800	Electric Utility-Ops General	107.50
2025-10-17	GMES LLC	00585117	7634691	SHIPPING	Electric Utility-Ops General	14.44
				Total for Payment No.:		403.49

Payment No: 729235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PG&E	00584297	3847680626-0 SEP2025	2509 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	393.03
				Total for Payment No.:		393.03

Payment No: 729413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SAFETY-KLEEN SYSTEMS INC	00585265	98222906	PARTS WASHER RENTAL SERVICE	Electric Utility-Ops General	356.43
2025-10-17	SAFETY-KLEEN SYSTEMS INC	00585265	98222906	PARTS WASHER RENTAL SERVICE	Electric Utility-Ops General	27.00
				Total for Payment No.:		383.43

Payment No: 729355

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PG&E	00584499	1501762727-2 SEP2025	2508 ELEC SVC HGH LINE CNL	Electric Utility-Ops General	172.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PG&E	00584499	1501762727-2 SEP2025	2509 ELEC SVC HGH LINE CNL	Electric Utility-Ops General	171.10
				Total for Payment No.:		343.61

Payment No: 728939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROBERT VALDIBIA	00584129	39236SEP2025	NWEST ELECTRIC METER SCHOOL	Electric Utility-Ops General	254.75
				Total for Payment No.:		254.75

Payment No: 728930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EVERTH RAMIREZ	00584125	35085SEP2025	NWEST ELECTRIC METER SCHOOL	Electric Utility-Ops General	254.75
				Total for Payment No.:		254.75

Payment No: 729167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GRAYBAR ELECTRIC	00583651	9350136206	2509 TC-128 GAL SQUEEKYKLEEN T	Electric Utility-Construction	229.90
2025-10-03	GRAYBAR ELECTRIC	00583904	9350165975	2509 2920/L DISP NIT GLV PF W/	Electric Utility-Construction	20.58
				Total for Payment No.:		250.48

Payment No: 729382

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	EDUCATION & OUTREACH COMPANY	00584696	25-1234	VAMPIRE STICKERS QUAN190	Electric Utility-Ops Restrictd	242.22
				Total for Payment No.:		242.22

Payment No: 729079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SEL ENGINEERING SERVICES INC.	00584096	74058	ENGINEERING SERVICES FOR PHASE	Electric Utility-Construction	217.50
				Total for Payment No.:		217.50

Payment No: 728925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CHRISTIAN A SMITH	00583752	42371SEP2025	SFTY BOOT/CLOTH REIMB FY 2425	Electric Utility-Ops General	208.54
				Total for Payment No.:		208.54

Payment No: 728931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FAIAZ NOOR	00584057	29957SEP2025	CAISO METER RECERTIFICATION	Electric Utility-Ops General	205.87
				Total for Payment No.:		205.87

Payment No: 729052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KRAFT INDUSTRIAL SUPPLY	00583418	39707	2509 6-5/8" x 9-7/8" X 1/16" C	Electric Utility-Ops General	63.27
2025-09-26	KRAFT INDUSTRIAL SUPPLY	00583418	39707	2509 4-1/2" x 7-1/8" x 1/16" C	Electric Utility-Ops General	113.85
				Total for Payment No.:		177.12

Payment No: 729154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CONTRACTOR COMPLIANCE AND MONITORING	00583821	30238	2508 LABOR COMPLIANCE SVC	Electric Utility-Ops General	172.50
				Total for Payment No.:		172.50

Payment No: 729110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CHRIS KARWICK	00584523	30039SEP2025	SEPT UTILITY DIRECTORS MEETING	Electric Utility-Ops General	123.50
				Total for Payment No.:		123.50

Payment No: 034517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GRAINGER	00583925	9635714505	2509 43A718 MENS BUTTON FRONT	Electric Utility-Ops General	120.66
				Total for Payment No.:		120.66

Payment No: 729219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	DAWID COETZEE	00584330	18163SEP2025	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	120.02
				Total for Payment No.:		120.02

Payment No: 729329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CHRIS KARWICK	00585189	30039SEP2025A	NCPA ANNUAL CONF 2025 REIM	Electric Utility-Ops General	97.25
				Total for Payment No.:		97.25

Payment No: 034462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ONESOURCE SUPPLY SOLUTIONS LLC	00584002	S007982958.007	MARKER, LETTER, I, 2-7/8INX1-3	Electric Utility-Ops General	77.35
				Total for Payment No.:		77.35

Payment No: 728936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NICOLAS PROCOS	00584060	40800SEP2025	NCPA MEETINGS	Electric Utility-Ops	71.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		71.27

Payment No: 729100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UPS SUPPLY CHAIN SOLUTIONS INC	00584032	00009882E5365A	DELIVERY CHARGES	Electric Utility-Ops General	13.12
				Total for Payment No.:		13.12

Payment No: 729037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FEDERAL EXPRESS	00583723	8-981-50785	2509 DVR MISC SHIPPING	Electric Utility-Ops General	41.44
				Total for Payment No.:		41.44

Payment No: 729358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PG&E	00584699	3219228267-4SEP2025	YP2508 ELE BENICIA HOUSE	Electric Utility-Ops General	30.15
				Total for Payment No.:		30.15

Payment No: 729002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PG&E	00583761	2937321050-8 AUG2025A	2508 COGEN GAS HEATERS	Electric Utility-Ops General	28.05
				Total for Payment No.:		28.05

Payment No: 034444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GRAINGER	00583425	9631302271	2509 783DZ4 COIN CELL BATTERY,	Electric Utility-Ops General	14.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		14.95

Payment No: 729268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FEDERAL EXPRESS	00584053	8-989-86427	2508 DVR MISC SHIPPING	Electric Utility-Ops General	6.45
				Total for Payment No.:		6.45

Electric Utility Funds Group Total **48,008,468.52**

Fund Group: All Other City Funds

Payment No: W26066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-29	SANTA CLARA VALLEY WATER DIST	00584390	GM105363	2025 JULY PUMP TAX	Water Utility	2,755,392.50
				Total for Payment No.:		2,755,392.50

Payment No: 003866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ELECTRONIC FEDERAL TAX	00584668	09/14/25-09/27/25	DD: FED TAXES W/H B2520	Payroll Liability&ClearingAcct	1,349,677.76
2025-10-03	ELECTRONIC FEDERAL TAX	00584668	09/14/25-09/27/25	DD: FED TAXES W/H B2520	Payroll Liability&ClearingAcct	379,461.40
2025-10-03	ELECTRONIC FEDERAL TAX	00584668	09/14/25-09/27/25	DD: FED TAXES W/H B2520	Payroll Liability&ClearingAcct	346,695.38
				Total for Payment No.:		2,075,834.54

Payment No: 034469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RADIUS EARTHWORK INC	00584136	1	2025 ANNUAL STREET PAVEMENT MA	Streets and Highways Capital F	2,051,375.21
2025-09-26	RADIUS EARTHWORK INC	00584136	1	RETENTION	Streets and Highways Capital F	-102,568.77
				Total for Payment No.:		1,948,806.44

Payment No: 003873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-08	CAL PERS - HEALTH	00583909	OCT-25	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	1,536,509.72
2025-10-08	CAL PERS - HEALTH	00583909	OCT-25	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	96,348.07
				Total for Payment No.:		1,632,857.79

Payment No: 003871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-25	CAL PERS - PO BOX 1982	00584743	08/31/25-09/13/25	EMPLOYER/EMPLOYEE DED B2519	Payroll Liability&ClearingAcct	570,217.64
2025-09-25	CAL PERS - PO BOX 1982	00584743	08/31/25-09/13/25	EMPLOYER/EMPLOYEE DED B2519	Payroll Liability&ClearingAcct	1,006,645.36
				Total for Payment No.:		1,576,863.00

Payment No: W26061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SANTA CLARA STADIUM AUTHORITY	00584186	20620SEP2025	WT: SCSA 25/26 Q1 CFD TAX REIM	Community Facilities Dist-SCSA	876,403.95
				Total for Payment No.:		876,403.95

Payment No: W26064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-29	SFPUC WATER DEPT	00583910	2395AUG2025A	2025 AUGUST WATER PURCHASE	Water Utility	805,389.58
				Total for Payment No.:		805,389.58

Payment No: 034596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GREENWASTE RECOVERY, INC	00583953	GWR0000075	CSC RECYCLING AUGUST 2025	Solid Waste Program	783,362.58
2025-10-10	GREENWASTE RECOVERY, INC	00583955	GWR0000051-DM1	MRF TIPPING FEE - DEBIT MEMO	Solid Waste Program	18,594.90
				Total for Payment No.:		801,957.48

Payment No: 034667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SANTA CLARA VALLEY WATER	00584955	TI002903	2025 SEPT RINCONADA	Water Utility	656,588.70
				Total for Payment No.:		656,588.70

Payment No: 003865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA EMPLOYMENT DEVELOPMENT DEPT	00584657	09/14/25-09/27/25	DD: SIT & SDI W/H B2520	Payroll Liability&ClearingAcct	561,703.45
2025-10-03	CA EMPLOYMENT DEVELOPMENT DEPT	00584657	09/14/25-09/27/25	DD: SIT & SDI W/H B2520	Payroll Liability&ClearingAcct	60,102.64
				Total for Payment No.:		621,806.09

Payment No: W26065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-29	SANTA CLARA VALLEY WATER	00583918	TI002895	2025 AUG RINCONADA	Water Utility	570,892.05
				Total for Payment No.:		570,892.05

Payment No: W26073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00584655	09/14/25-09/27/25	WT: B2520 DEFERRED COMP	Fringe Benefits	566,152.25
				Total for Payment No.:		566,152.25

Payment No: 729146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	AXON ENTERPRISE, INC.	00583772	INUS327769	Yearly Axon TAX	General Fund	78,860.72
2025-10-03	AXON ENTERPRISE, INC.	00583772	INUS327769	Yearly Axon TAX	General Fund	109,717.92
2025-10-03	AXON ENTERPRISE, INC.	00583772	INUS327769	Yearly Axon NONTAX	General Fund	113,955.28
2025-10-03	AXON ENTERPRISE, INC.	00583772	INUS327769	Yearly Axon NONTAX	General Fund	174,763.46
				Total for Payment No.:		477,297.38

Payment No: 034609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PARS/GASB 45	00584765	14589OCT2025	MTHLY CONTRIB OCT 2025	OPEB Plan Trust Fund	447,250.00
				Total for Payment No.:		447,250.00

Payment No: 728938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROBERT A BOTHMAN CONSTRUCTION	00584177	PO 28453 RETENTION RELEASE	RETENTION RELEASE PO 28453	Parks And Recreation	388,259.98
				Total for Payment No.:		388,259.98

Payment No: 728965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	IPIP DATA CENTER VENTURE LLC	00584291	88018-01 UTILITY REFUND	UTILITY REFUND	General Fund	116,163.38
2025-09-26	IPIP DATA CENTER VENTURE LLC	00584292	88019-01 UTILITY REFUND	UTILITY REFUND	General Fund	135,945.09
2025-09-26	IPIP DATA CENTER VENTURE LLC	00584293	88020-01 UTILITY REFUND	UTILITY REFUND	General Fund	130,666.52
				Total for Payment No.:		382,774.99

Payment No: 729069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RECOLOGY SOUTH BAY	00583489	17365SEP2025	RECYCLING SERVICES AUG 2025	Solid Waste Program	362,779.00
				Total for Payment No.:		362,779.00

Payment No: W26078A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SEDGWICK CLAIMS MGMT SVCS INC	00585123	SF-8029-2025-01771283	ESCROW DEPOSIT FOR WORKER'S CO	Workers Compensation	322,756.86
				Total for Payment No.:		322,756.86

Payment No: 729232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VILLALOBOS & ASSOCIATES INC	00584903	2567	2025 ADA CURB RAMPS PROJECT CE	Streets and Highways Capital F	308,817.00
2025-10-10	VILLALOBOS & ASSOCIATES INC	00584903	2567	CONTINGENCY.	Streets and Highways Capital F	1,425.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VILLALOBOS & ASSOCIATES INC	00584903	2567	RETENTION	Streets and Highways Capital F	-15,512.10
				Total for Payment No.:		294,729.90

Payment No: W26078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SEDGWICK CLAIMS MGMT SVCS INC	00585122	SF-8029-2025-01734951	ESCROW DEPOSIT FOR WORKER'S CO	Workers Compensation	262,803.90
				Total for Payment No.:		262,803.90

Payment No: 729439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ZANKER ROAD RESOURCE MANAGEMENT LLC	00584580	520251105	2025 HAULING DIRT DEMO CONSTRC	Water Utility	55,750.70
2025-10-17	ZANKER ROAD RESOURCE MANAGEMENT LLC	00584714	420251098	2025 APR DIRT HAULING SERVICES	Water Utility	60,468.00
2025-10-17	ZANKER ROAD RESOURCE MANAGEMENT LLC	00584715	720251102	2025 JUL DIRT HAULING SERVICES	Water Utility	49,917.50
2025-10-17	ZANKER ROAD RESOURCE MANAGEMENT LLC	00584716	820251099	2025 AUG DIRT HAULING SERVICES	Water Utility	27,527.00
				Total for Payment No.:		193,663.20

Payment No: 034613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	REDWOOD CONSTRUCTN & EQUIP INC	00584725	11	CITYWIDE EMERGENCY GENERATOR R	Public Buildings	173,398.75
2025-10-10	REDWOOD CONSTRUCTN & EQUIP INC	00584725	11	CONTINGENCY.	Public Buildings	1,861.05
				Total for Payment No.:		175,259.80

Payment No: W26078B

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SEDGWICK CLAIMS MGMT SVCS INC	00585124	SF-8029-2024-01529216	ESCROW DEPOSIT FOR WORKER'S CO	Workers Compensation	164,049.77
				Total for Payment No.:		164,049.77

Payment No: 729218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BKF ENGINEERS	00584731	25071108	DE LA CRUZ BLVD, LICK MILL BLV	Streets and Highways Capital F	145,058.70
				Total for Payment No.:		145,058.70

Payment No: 034459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583428	0000553962	DEBRIS BIN SVC AUG 2025	General Fund	310.09
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583428	0000553962	DEBRIS BIN SVC AUG 2025	General Fund	3,648.21
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583428	0000553962	DEBRIS BIN SVC AUG 2025	Water Utility	247.87
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583428	0000553962	DEBRIS BIN SVC AUG 2025	Cemetery	371.81
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	General Fund	4,826.47
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	General Fund	12,785.42
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	General Fund	1,111.19
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	General Fund	569.21
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	General Fund	76.55
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	General Fund	1,835.48
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	Water Utility	1,295.37
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583429	0000554929	CART & FRONT LOAD SVC SEPT-25	Solid Waste Program	2,096.69
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583510	m769	FOOD SCRAP PROC FEE AUG 2025	Solid Waste Program	97,150.20
2025-09-26	MISSION TRAIL WASTE SYSTEMS	00583524	0000553961	CSC ROLL-OFF SVC AUG 2025	Solid Waste Program	7,734.21
				Total for Payment No.:		134,058.77

Payment No: 729159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO MICRO PLUS DESKTOP ST	General Fund	3,727.56
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO MICRO PLUS DESKTOP ST	General Fund	1,242.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO MICRO PLUS DESKTOP ST	General Fund	1,242.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO MICRO PLUS DESKTOP ST	General Fund	1,242.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO MICRO PLUS DESKTOP ST	Information Technology Service	2,485.04
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	4,917.90
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	6,557.26
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	3,278.60
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	4,917.90
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	3,278.60
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	General Fund	3,278.60
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	Fire New Dvlpmnt Srvc Fee	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	Water Utility	737.68
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	Sewer Utility	737.68
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	Water Recycling Program	163.93
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LAPTOP | DELL PRO 14	Fleet Operation Fund	1,639.30
2025-10-03	DELL MARKETING LP	00584095	10821477561	STANDARD LARGE SCREEN | DELL P	General Fund	1,666.15

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	General Fund	239.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	General Fund	958.08
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	General Fund	479.04
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	General Fund	718.56
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	General Fund	718.56
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	General Fund	239.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	Fleet Operation Fund	239.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	Water Utility	107.78
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	Sewer Utility	107.78
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	Water Recycling Program	23.95
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	Fire New Dvlpmnt Srvc Fee	239.52
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL PRO THUNDERBOLT 4 SMART D	Information Technology Service	7,904.17
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL 24 USB-C HUB MONITOR - P2	General Fund	388.90
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL 24 USB-C HUB MONITOR - P2	General Fund	1,166.72
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL 24 USB-C HUB MONITOR - P2	Information Technology Service	8,167.07
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL 24 USB-C HUB MONITOR - P2	Water Utility	175.01
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL 24 USB-C HUB MONITOR - P2	Sewer Utility	175.01
2025-10-03	DELL MARKETING LP	00584095	10821477561	DELL 24 USB-C HUB MONITOR - P2	Water Recycling Program	38.89
2025-10-03	DELL MARKETING LP	00584095	10821477561	ENVIRONMENTAL FEES - NON-TAXAB	Information Technology Service	398.77

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DELL MARKETING LP	00584099	10821664057	STANDARD LAPTOP-DELL PRO 14 PL	Information Technology Service	4,951.68
2025-10-03	DELL MARKETING LP	00584099	10821664057	STANDARD LAPTOP-DELL PRO 14 PL	Information Technology Service	10,578.60
2025-10-03	DELL MARKETING LP	00584099	10821664057	STANDARD LAPTOP-DELL PRO 14 PL	Information Technology Service	6,977.37
2025-10-03	DELL MARKETING LP	00584099	10821664057	DELL PRO MICRO PLUS DESKTOP ST	Information Technology Service	8,450.41
2025-10-03	DELL MARKETING LP	00584099	10821664057	DELL PRO MICRO PLUS DESKTOP ST	Information Technology Service	18,053.14
2025-10-03	DELL MARKETING LP	00584099	10821664057	DELL PRO MICRO PLUS DESKTOP ST	Information Technology Service	11,907.40
2025-10-03	DELL MARKETING LP	00584099	10821664057	DELL PRO THUNDERBOLT 4 SMART D	Information Technology Service	889.84
2025-10-03	DELL MARKETING LP	00584099	10821664057	DELL PRO THUNDERBOLT 4 SMART D	Information Technology Service	1,900.99
2025-10-03	DELL MARKETING LP	00584099	10821664057	DELL PRO THUNDERBOLT 4 SMART D	Information Technology Service	1,253.85
2025-10-03	DELL MARKETING LP	00584099	10821664057	ENVIRONMENTAL FEES - NON-TAXAB	Information Technology Service	60.00
				Total for Payment No.:		140,098.51

Payment No: 034463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ORACLE AMERICA INC	00584009	101853221	PEOPLESOFT PROGRAM TECHNICAL S	General Fund	115,532.01
2025-09-26	ORACLE AMERICA INC	00584012	101900886	PEOPLESOFT PROGRAM TECHNICAL S	General Fund	21,289.12
				Total for Payment No.:		136,821.13

Payment No: 034669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SILICON VALLEY PAVING INC	00585255	Application 1	MISCELLANEOUS ASPHALT AND CONC	Public Buildings	137,195.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SILICON VALLEY PAVING INC	00585255	Application 1	RETENTION	Public Buildings	-6,859.79
				Total for Payment No.:		130,336.01

Payment No: 729075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 6/20/25	General Fund	20,564.40
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 6/22/25	General Fund	18,066.00
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 7/2/25	General Fund	9,812.10
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 7/8/25	General Fund	1,132.80
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 7/9/25	General Fund	1,132.80
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 8/1/25	General Fund	21,388.20
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NON-NFL 8/2/25	General Fund	21,960.00
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NFL 8/9/25	General Fund	12,852.00
2025-09-26	SAN FRANCISCO SHERIFF'S DEPT	00583388	12867SEP2025	SFSD DEP NFL 8/23/25	General Fund	21,787.20
				Total for Payment No.:		128,695.50

Payment No: 034634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BENEFIT COORDINATORS CORP	00585405	B0KM50	VISION & DENTAL B2521	Payroll Liability&ClearingAcct	15,212.80
2025-10-17	BENEFIT COORDINATORS CORP	00585405	B0KM50	VISION & DENTAL B2521	Payroll Liability&ClearingAcct	100,068.71
				Total for Payment No.:		115,281.51

Payment No: 003863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-30	ELECTRONIC FEDERAL TAX	00584507	09/14/25-09/14/25	DD: FED TAXES W/H B2520A	Payroll Liability&ClearingAcct	72,563.28
2025-09-30	ELECTRONIC FEDERAL TAX	00584507	09/14/25-09/14/25	DD: FED TAXES W/H B2520A	Payroll Liability&ClearingAcct	22,897.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-30	ELECTRONIC FEDERAL TAX	00584507	09/14/25-09/14/25	DD: FED TAXES W/H B2520A	Payroll Liability&ClearingAcct	19,789.96
				Total for Payment No.:		115,250.92

Payment No: 034505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	BENEFIT COORDINATORS CORP	00584348	B0KHZ2	VISION & DENTAL OCT 2025	Payroll Liability&ClearingAcct	15,253.30
2025-10-03	BENEFIT COORDINATORS CORP	00584348	B0KHZ2	VISION & DENTAL OCT 2025	Payroll Liability&ClearingAcct	99,776.02
				Total for Payment No.:		115,029.32

Payment No: 034664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MUNISERVICES LLC	00585097	INV06-021561	SALES, USE AND TRANSACTIONS TA	General Fund	102,267.43
				Total for Payment No.:		102,267.43

Payment No: 034616

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SANTA CLARA METHODIST	00584867	MRF-SEP25-9	CIP-LIBERTY TOWER ELEVATOR REP	H.U.D Capital Projects	101,925.45
				Total for Payment No.:		101,925.45

Payment No: W26072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WASHINGTON TRUST BANK	00584653	09/14/25-09/27/25	WT:VEBA CONTRIB B2520	Fringe Benefits	94,183.00
				Total for Payment No.:		94,183.00

Payment No: 034563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ARINI GEOGRAPHICS LLC	00584853	000501	CIP GIS PROFESSIONAL SERVICES	General Government - Other	28,741.17
2025-10-10	ARINI GEOGRAPHICS LLC	00584853	000501	OPERATIONAL GIS PROFESSIONAL S	Information Technology Service	64,260.83
2025-10-10	ARINI GEOGRAPHICS LLC	00584853	000501	INFOMAP PARCEL DOCUMENTS INTEG	General Fund	310.00
				Total for Payment No.:		93,312.00

Payment No: 729428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TRB AND ASSOCIATES, INC.	00585177	6571	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	82,340.94
2025-10-17	TRB AND ASSOCIATES, INC.	00585178	6605	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	5,903.10
				Total for Payment No.:		88,244.04

Payment No: W26077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SEDGWICK CLAIMS MGMT SVCS INC	00585091	CC-8029-2025-1001140420	ESCROW DEP WORK COMP CASH CALL	Workers Compensation	87,575.71
				Total for Payment No.:		87,575.71

Payment No: 034471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RIVERWOOD GROVE	00584103	MP-JUL25	CIP-RIVERWOOD GROVE ELECTRICAL	H.U.D Capital Projects	86,378.40
				Total for Payment No.:		86,378.40

Payment No: 729015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CA HIGHWAY PATROL	00583331	0000001659527	TrfCtrlMetallicaNON-NFL6/22/25	General Fund	74,436.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		74,436.42

Payment No: 729253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CA HIGHWAY PATROL	00584161	0000001662309	CHP NFL 8/23/2025	General Fund	74,358.46
				Total for Payment No.:		74,358.46

Payment No: W26074COR

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-30	MCCI LLC	00584367	19758	LASERFICHE ANNUAL RENEWAL	General Fund	67,099.81
2025-09-30	MCCI LLC	00584367	19758	ECS GOLD PRIORITY SUPPORT	General Fund	7,000.00
				Total for Payment No.:		74,099.81

Payment No: W26062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SEDGWICK CLAIMS MGMT SVCS INC	00584351	CC-8029-2025-0923124605	ESCROW DEP WORK COMP CASH CALL	Workers Compensation	70,870.00
				Total for Payment No.:		70,870.00

Payment No: 729318

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VALLEY CONCRETE	00584801	9172025	AS-NEEDED ASPHALT AND CONCRETE	Streets and Highways Capital F	69,974.95
				Total for Payment No.:		69,974.95

Payment No: 729273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRANICUS LLC	00584718	213639	SIMPLEVIEW CRM LICENSING SEP 2	Deposit Funds.	1,255.34
2025-10-10	GRANICUS LLC	00584852	214341	COMMUNICATIONS CLOUD	Information Technology	14,962.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Service	
2025-10-10	GRANICUS LLC	00584852	214341	COMMUNICATIONS CLOUD	Expendable Trust Funds	2,493.72
2025-10-10	GRANICUS LLC	00584852	214341	GOVACCESS FOR TRADITIONAL VISI	Information Technology Service	16,910.60
2025-10-10	GRANICUS LLC	00584852	214341	GOVACCESS FOR TRADITIONAL VISI	Expendable Trust Funds	2,818.43
2025-10-10	GRANICUS LLC	00584852	214341	CUSTOMIZATIONS (RECURRING) - G	Information Technology Service	771.13
2025-10-10	GRANICUS LLC	00584852	214341	CUSTOMIZATIONS (RECURRING) - G	Expendable Trust Funds	128.52
2025-10-10	GRANICUS LLC	00584852	214341	COMMUNICATIONS CLOUD ADVANCED	Information Technology Service	3,221.20
2025-10-10	GRANICUS LLC	00584852	214341	COMMUNICATIONS CLOUD ADVANCED	Expendable Trust Funds	536.87
2025-10-10	GRANICUS LLC	00584852	214341	SSL CERTIFICATE (RECURRING)	Information Technology Service	1,065.39
2025-10-10	GRANICUS LLC	00584852	214341	SSL CERTIFICATE (RECURRING)	Expendable Trust Funds	177.56
2025-10-10	GRANICUS LLC	00584852	214341	GOVACCESS - MAINT/HOSTING/LICE	Information Technology Service	3,214.39
2025-10-10	GRANICUS LLC	00584852	214341	GOVACCESS - MAINT/HOSTING/LICE	Expendable Trust Funds	535.73
				Total for Payment No.:		48,091.22

Payment No: 729022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CORE & MAIN LP	00584013	X618250	COUPLING, TRANSITION, 12" CLAY	Water Utility	1,015.12
2025-09-26	CORE & MAIN LP	00584018	X618231	GATE VALVE NUT LOCK PIPELINE P	Water Utility	3,461.72
2025-09-26	CORE & MAIN LP	00584191	X614795	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	59,695.46
				Total for Payment No.:		64,172.30

Payment No: 729240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ABODE SERVICES	00584866	TBRA-07-2025AB	Abode TBRA HOME FY25/26	H.U.D Capital Projects	39,699.60
2025-10-10	ABODE SERVICES	00584866	TBRA-07-2025AB	Abode TBRA HSCAG FY25/26	Housing Successor	23,941.84
				Total for Payment No.:		63,641.44

Payment No: 729106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ZANKER ROAD RESOURCE	00583427	820252053	Z-BEST COMPOST - AUGUST 2025	Solid Waste Program	750.00
2025-09-26	ZANKER ROAD RESOURCE	00583515	820251317	CSC BRUSH/YARDWASTE AUG 2025	Solid Waste Program	62,868.25
				Total for Payment No.:		63,618.25

Payment No: 034612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	REAL ENVIRONMENTAL PRODUCTS, LLC	00584071	R250907	JOB #8460-S5 - REPAIR/CLEANOUT	Solid Waste Utility-Constructi	63,300.61
				Total for Payment No.:		63,300.61

Payment No: 729361

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ABODE SERVICES	00585326	TBRA-08-2025AB	Abode TBRA HOME FY25/26	H.U.D Capital Projects	39,766.48
2025-10-17	ABODE SERVICES	00585326	TBRA-08-2025AB	Abode TBRA HSCAG FY25/26	Housing Successor	22,326.57
				Total for Payment No.:		62,093.05

Payment No: 729377

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	COUNTY OF SANTA CLARA	00584531	EFP2026-1	FY26 FOOD RECOVERY PROGRAM	Solid Waste Program	60,313.00
				Total for Payment No.:		60,313.00

Payment No: 034658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	KIMLEY-HORN AND ASSOC INC	00585166	33375205	SANTA CLARA VISION ZERO PLAN (	Streets and Highways Capital F	47,793.30
2025-10-17	KIMLEY-HORN AND ASSOC INC	00585166	33375205	CONTINGENCY	Streets and Highways Capital F	8,512.07
2025-10-17	KIMLEY-HORN AND ASSOC INC	00585166	33375205	CA OFFICE OF TRAFFIC SAFETY FU	Streets and Highways Capital F	3,436.26
				Total for Payment No.:		59,741.63

Payment No: 034574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CARL WARREN & COMPANY	00584720	37153OCT2025	REPLENISH SPECIAL LIABILITY TR	Special Liability Insurance	55,330.34
				Total for Payment No.:		55,330.34

Payment No: 034534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PFM ASSET MANAGEMENT LLC	00584522	14917189	INVESTMENT MANAGEMENT SERVICES	General Fund	49,320.19
				Total for Payment No.:		49,320.19

Payment No: 034629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AMERICAN POWER SOLUTIONS	00585361	APS2540059	538-2222-80300-(P)6189	Public Buildings	48,460.13
				Total for Payment No.:		48,460.13

Payment No: 729391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	INSIGHT PUBLIC SECTOR	00585183	1101316350	Professional Services	General Fund	1,950.00
2025-10-17	INSIGHT PUBLIC SECTOR	00585183	1101316350	Lic. Plate Recog (25-26	Police Operating Grant Fund	39,499.80
2025-10-17	INSIGHT PUBLIC SECTOR	00585183	1101316350	Lic. Plate Recog (25-26	General Fund	5,500.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	INSIGHT PUBLIC SECTOR	00585183	1101316350	Implementation Fee	General Fund	1,300.00
				Total for Payment No.:		48,250.00

Payment No: 034533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	OVERDRIVE INC	00583789	CD0091025278969	1241 AD EBK	General Fund	12,000.00
2025-10-03	OVERDRIVE INC	00583790	CD0091025278970	1241 AD EBK	General Fund	12,000.00
2025-10-03	OVERDRIVE INC	00583791	CD0091025278971	1241 AD EBK	General Fund	12,000.00
2025-10-03	OVERDRIVE INC	00583792	CD0091025278972	1241 AD EBK	General Fund	12,000.00
				Total for Payment No.:		48,000.00

Payment No: 729170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	IMPARK	00583980	0001323584	JUNE 2025 PARTIAL	Convention Cnt Maintenance Dis	9,745.38
2025-10-03	IMPARK	00583980	0001323584	JUNE 2025 PARTIAL	Convention Cnt Maintenance Dis	1,317.21
2025-10-03	IMPARK	00583980	0001323584	JUNE 2025 PARTIAL	Convention Cnt Maintenance Dis	1,317.21
2025-10-03	IMPARK	00583981	3700082507	JULY 2025	Convention Cnt Maintenance Dis	25,929.70
2025-10-03	IMPARK	00583981	3700082507	JULY 2025	Convention Cnt Maintenance Dis	3,504.72
2025-10-03	IMPARK	00583981	3700082507	JULY 2025	Convention Cnt Maintenance Dis	3,504.72
				Total for Payment No.:		45,318.94

Payment No: 729155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CORE & MAIN LP	00584525	W439862	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	12,754.53

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CORE & MAIN LP	00584525	W439862	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	2,723.76
2025-10-03	CORE & MAIN LP	00584525	W439862	BOLTS, BREAK-OFF FOR HYDRANTS,	Water Utility Construction	26.19
2025-10-03	CORE & MAIN LP	00584525	W439862	GASKET, HYDRANT, 6IN, 1/8IN TH	Water Utility Construction	61.98
2025-10-03	CORE & MAIN LP	00584525	W439862	FOSTER ADAPTOR, INFACT 8 INCH	Water Utility Construction	1,813.66
2025-10-03	CORE & MAIN LP	00584525	W439862	3X1000' NON-DET TAPE WATER BLU	Water Utility Construction	43.54
2025-10-03	CORE & MAIN LP	00584525	W439862	CAP, BRASS, 2IN, DOMESTIC ONLY	Water Utility Construction	133.13
2025-10-03	CORE & MAIN LP	00584525	W439862	VALVE, GATE, MJ, 12IN, CI, RES	Water Utility Construction	21,541.27
2025-10-03	CORE & MAIN LP	00584525	W439862	SADDLE, SERVICE 12IN, CI/AC X	Water Utility Construction	4,693.47
2025-10-03	CORE & MAIN LP	00584525	W439862	FOSTER ADAPTOR, INFACT 6 INCH	Water Utility Construction	1,017.05
				Total for Payment No.:		44,808.58

Payment No: 034474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SINWAVES INC	00584036	1138	CENTRALIZED TRANSIT SIGNAL PRI	Streets and Highways Capital F	44,231.00
				Total for Payment No.:		44,231.00

Payment No: 034679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	VALLEY OIL CO	00585092	235459	UNLEADED GASOLINE	Fleet Operation Fund	21,700.39
2025-10-17	VALLEY OIL CO	00585094	236158	UNLEADED GASOLINE	Fleet Operation Fund	21,688.76
				Total for Payment No.:		43,389.15

Payment No: 034641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	COUNTY OF SANTA CLARA	00584575	1800095175	Trf Ctrl NFL 9/21/25	General Fund	7,040.00
2025-10-17	COUNTY OF SANTA CLARA	00584577	1800095174	TRF CTL Non NFL 9.13.25	General Fund	4,224.00
2025-10-17	COUNTY OF SANTA CLARA	00584579	1800095184	TRF CTRL NFL 8.9.25	General Fund	5,814.00
2025-10-17	COUNTY OF SANTA CLARA	00584582	1800095182	TRF CTRL Non NFL 8.1.25	General Fund	10,089.00
2025-10-17	COUNTY OF SANTA CLARA	00584583	1800095180	TRF CTRL Non NFL 7.8.25	General Fund	4,446.00
2025-10-17	COUNTY OF SANTA CLARA	00584585	1800095179	TRF CTRL Non NFL	General Fund	11,457.00
				Total for Payment No.:		43,070.00

Payment No: 729149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	BKF ENGINEERS	00584632	25090209	ENGINEERING DESIGN SERVICES TO	Water Utility Construction	41,827.25
				Total for Payment No.:		41,827.25

Payment No: 034494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	INTL FIREFIGHTERS LOCAL 1171	00584664	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	40,185.24
				Total for Payment No.:		40,185.24

Payment No: 034555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BENEFIT COORDINATORS CORP	00584719	17517	LIFE & DISABILITY INS B2520	Payroll Liability&ClearingAcct	4,799.83
2025-10-10	BENEFIT COORDINATORS CORP	00584719	17517	LIFE & DISABILITY INS B2520	Payroll Liability&ClearingAcct	12,869.80
2025-10-10	BENEFIT COORDINATORS CORP	00584719	17517	LIFE & DISABILITY INS B2520	Payroll Liability&ClearingAcct	4,355.39
2025-10-10	BENEFIT COORDINATORS CORP	00584719	17517	LIFE & DISABILITY INS B2520	Payroll Liability&ClearingAcct	3,927.89

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BENEFIT COORDINATORS CORP	00584719	17517	LIFE & DISABILITY INS B2520	Payroll Liability&ClearingAcct	13,885.27
				Total for Payment No.:		39,838.18

Payment No: 034422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES ? CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		37,240.00

Payment No: 729061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NEW IMAGE LANDSCAPE COMPANY	00584106	151848	PARKWAYS AND BOULEVARDS LANDSC	General Fund	14,225.07
				Total for Payment No.:		14,225.07

Payment No: 729430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TRUE BLUE AUTOMATION SERVICES	00585364	1825	IT BERMAN BLDG	Information Technology Service	30,721.40
2025-10-17	TRUE BLUE AUTOMATION SERVICES	00585364	1825	IT BERMAN BLDG (T)	Information Technology Service	4,655.27
				Total for Payment No.:		35,376.67

Payment No: 729257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CONSOR PMCM, INC.	00584787	CSC.22-020-SO06-01	CHANGE ORDER #2 - ADDITIONAL F	PW Capital Proj ManagementFund	2,294.76
2025-10-10	CONSOR PMCM, INC.	00584788	SO07-02	CHANGE ORDER #2 - ADDITIONAL F	PW Capital Proj ManagementFund	32,126.64
				Total for Payment No.:		34,421.40

Payment No: 729104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WSP USA INC.	00583530	40243347	8/02-8/29 2025 CSC LNDFL SVC	Solid Waste Utility-Constructi	34,244.53
				Total for Payment No.:		34,244.53

Payment No: 003867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NAVIA BENEFIT SOLUTIONS, INC	00584669	09/14/25-09/27/25	DD:BIWKLY NAVIA BENEFIT B2520	Payroll Liability&ClearingAcct	8,616.40
2025-10-03	NAVIA BENEFIT SOLUTIONS, INC	00584669	09/14/25-09/27/25	DD:BIWKLY NAVIA BENEFIT B2520	Payroll Liability&ClearingAcct	24,452.22
				Total for Payment No.:		33,068.62

Payment No: 003864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-30	CA EMPLOYMENT DEVELOPMENT DEPT	00584511	09/14/25-09/14/25	DD: SIT & SDI W/H B2520A	Payroll Liability&ClearingAcct	31,147.29
2025-09-30	CA EMPLOYMENT DEVELOPMENT DEPT	00584511	09/14/25-09/14/25	DD: SIT & SDI W/H B2520A	Payroll Liability&ClearingAcct	1,916.46
				Total for Payment No.:		33,063.75

Payment No: 034621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	TRUEPOINT SOLUTIONS, LLC	00584422	4517	Fire Support - July 2025	Fire CUPA program Fund	18,341.08
2025-10-10	TRUEPOINT SOLUTIONS, LLC	00584423	4776	Fire Support - Aug 2025	Fire CUPA program Fund	14,487.74
				Total for Payment No.:		32,828.82

Payment No: 728944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SPOSETO ENGINEERING INC	00584137	S247584	LICK MILL BLVD PEDESTRIAN	Streets and Highways	34,145.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				BEAC	Capital F	
2025-09-26	SPOSETO ENGINEERING INC	00584137	S247584	RETENTION	Streets and Highways Capital F	-1,707.28
				Total for Payment No.:		32,438.37

Payment No: 034636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CARAHSOFT TECHNOLOGY CORP	00585098	51990186INV	G-WIZ/GRAY QUARTER (YEARS 1-3)	Building New Dvlpmnt Srvc Fee	32,219.57
				Total for Payment No.:		32,219.57

Payment No: 729339

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	WESTWOOD PROFESSIONAL SERVICES INC	00585301	1250803957	WARBURTON PARK PLAYGROUND REHA	Parks And Recreation	31,601.33
				Total for Payment No.:		31,601.33

Payment No: 729393

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585331	24976013	TRITON MUSEUM	Public Buildings	2,300.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585332	24979111	HISTORICAL HOUSES	Public Buildings	460.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585333	24979113	HISTORICAL HOUSES	Public Buildings	487.50
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585334	24979112	HISTORICAL HOUSES	Public Buildings	770.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585335	24974808	CIITY HALL	General Fund	2,865.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585336	24961641	FIRE	General Fund	825.00
2025-10-17	JOHNSON CONTROLS FIRE	00585337	24962644	FIRE	General Fund	1,015.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROTECTION LP					
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585338	24964283	FIRE	General Fund	1,520.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585339	24965524	FIRE	General Fund	780.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585340	24965508	FIRE	General Fund	445.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585341	24968229	FIRE	General Fund	1,510.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585342	24965525	PARKS	General Fund	1,090.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585343	24968228	PARKS	General Fund	1,730.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585344	24969259	PARKS	General Fund	880.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585345	24969272	PARKS	General Fund	2,130.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585346	24964192	MORSE MANSION	General Government - Other	820.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585348	53373779	CORP YARD	General Fund	2,087.10
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585348	53373779	CORP YARD (T)	General Fund	14.54
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585350	53322547	POLICE	General Fund	810.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585350	53322547	POLICE (T)	General Fund	65.41
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585351	24959300	TASMAN	General Fund	4,320.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585353	24969928	TASMAN	General Fund	712.50
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585354	24972470	TASMAN	General Fund	1,950.00
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585355	24981128	FIRE	General Fund	1,020.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	JOHNSON CONTROLS FIRE PROTECTION LP	00585356	24974826	FIRE	General Fund	780.00
				Total for Payment No.:		31,387.05

Payment No: 728940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SAFE MOVES, INC	00584037	33A	SAFE ROUTES TO SCHOOL; FUNDING	Streets and Highways Capital F	15,581.16
2025-09-26	SAFE MOVES, INC	00584037	33A	2024/24 OTS GRANT - AMENDMENT	Streets and Highways Capital F	15,089.25
				Total for Payment No.:		30,670.41

Payment No: 729432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNDERGROUND REPUBLIC WATER	00585138	S100039886.002	HYMAX GRIP COUPLING 8", W/316	Water Utility Construction	690.89
2025-10-17	UNDERGROUND REPUBLIC WATER	00585138	S100039886.002	VALVE, GATE, MJ, 12IN, CI, RES	Water Utility Construction	14,134.42
2025-10-17	UNDERGROUND REPUBLIC WATER	00585138	S100039886.002	REDUCER, MJ, 12IN X 10IN, CL D	Water Utility Construction	757.62
2025-10-17	UNDERGROUND REPUBLIC WATER	00585138	S100039886.002	SADDLE, SERVICE 12IN, CI/AC X	Water Utility Construction	3,242.98
2025-10-17	UNDERGROUND REPUBLIC WATER	00585138	S100039886.002	SADDLE, SERVICE 8IN CI/AC X 1I	Water Utility Construction	11,183.06
2025-10-17	UNDERGROUND REPUBLIC WATER	00585141	S100040207.001	NIPPLE, BRASS, 3/4IN X CLOSE	Water Utility	45.89
2025-10-17	UNDERGROUND REPUBLIC WATER	00585141	S100040207.001	NIPPLE, BRASS, 1IN X CLOSE	Water Utility	67.65
2025-10-17	UNDERGROUND REPUBLIC WATER	00585141	S100040207.001	NIPPLE, BRASS, 1IN X 2IN	Water Utility	83.46
2025-10-17	UNDERGROUND REPUBLIC WATER	00585141	S100040207.001	NIPPLE, BRASS, 1IN X 4IN	Water Utility	146.00
2025-10-17	UNDERGROUND REPUBLIC WATER	00585141	S100040207.001	ADAPTER, SJ, C X FIP, 3/4IN MU	Water Utility	64.94
				Total for Payment No.:		30,416.91

Payment No: 729153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CONSOR PMCM, INC.	00584560	SO07-01	CHANGE ORDER #2 - ADDITIONAL F	PW Capital Proj ManagementFund	29,066.96
				Total for Payment No.:		29,066.96

Payment No: 034551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WALLACE ROBERTS & TODD LLC	00584502	0000056	CHANGE ORDER #2: ADDITIONAL FU	General Government - Other	1,053.41
2025-10-03	WALLACE ROBERTS & TODD LLC	00584524	08841.01 - 0000023	Task 3: Resource and Data Coll	Parks And Recreation	8,215.00
2025-10-03	WALLACE ROBERTS & TODD LLC	00584524	08841.01 - 0000023	Task 4: Implementation (Action	Parks And Recreation	2,533.75
2025-10-03	WALLACE ROBERTS & TODD LLC	00584524	08841.01 - 0000023	Task 5: Development of Final P	Parks And Recreation	15,271.25
2025-10-03	WALLACE ROBERTS & TODD LLC	00584524	08841.01 - 0000023	Reimbursables	Parks And Recreation	1,910.00
				Total for Payment No.:		28,983.41

Payment No: 034455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
2025-09-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
2025-09-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		28,950.95

Payment No: 729186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MOTOROLA SOLUTIONS INC	00584584	8230535795	INSTALLATION	Communications Acq.	19,489.41
2025-10-03	MOTOROLA SOLUTIONS INC	00584584	8230535795	INSTALLATION	Communications Acq.	8,637.88
				Total for Payment No.:		28,127.29

Payment No: 034674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CMO wireless service	General Fund	313.50
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	General Fund	1,173.97
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	General Fund	142.91
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	General Fund	29.40
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	General Fund	57.54
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	General Fund	29.40
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	General Fund	29.40
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Library	General Fund	101.01
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	COU	General Fund	143.68
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Facilities	General Fund	168.84
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CCO	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CCO	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CAO	General Fund	83.15
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	HR	General Fund	28.14
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	393.71
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	59.22
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	78.29
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	87.36
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	General Fund	118.44
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Finance/Muni Svcs	General Fund	138.18
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Finance/Purchasing	General Fund	70.35
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Police/Stadium	General Fund	15.46
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Engineering	General Fund	28.14
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Engineering	General Fund	14.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Engineering	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Engineering	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Engineering	General Fund	201.18
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CDD/Planning	General Fund	95.76
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CDD/Housing	General Fund	56.28
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Police	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Police	General Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Police	General Fund	500.58
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Police	General Fund	147.00
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Fire	General Fund	296.10
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	IT	Information Technology Service	597.91
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	Fleet Operation Fund	29.40
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Parks & Rec	Cemetery	39.48
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Water & Sewer Utilities	Sewer Utility	763.90
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	DPW/Street & Auto	Solid Waste Program	53.55
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Library/READ Santa Clara	Library Operating Grant Fund	14.07
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CDD/Bldg - Permits	Building New Dvlpmnt Srvc Fee	527.94
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CDD/Bldg - Inspection	Building New Dvlpmnt Srvc Fee	222.39
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CMO/Stadium	S.C.Stadium Authority Ops	28.14
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	Water/Sewer Order #1556333	Sewer Utility	905.73
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CAO Order #1558926	General Fund	905.73
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	CMO Order #1562916	General Fund	905.73
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	APPLE IPAD (A16); 256GB IN SIL	General Fund	8,184.10
2025-10-17	T-MOBILE	00585253	952058658-9/2/2025	APPLE IPAD AIR 13 (M3); 256GB	General Fund	9,821.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		27,712.80

Payment No: 729053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LC ACTION POLICE SUPPLY	00583292	59376	Tactical Light Kit	General Fund	584.91
2025-09-26	LC ACTION POLICE SUPPLY	00583750	59626	23 Holsters & 23 Lights	General Fund	7,299.72
2025-09-26	LC ACTION POLICE SUPPLY	00583753	59638	23 Glocks	General Fund	18,372.29
2025-09-26	LC ACTION POLICE SUPPLY	00583753	59638	CREDIT	General Fund	-4,196.17
2025-09-26	LC ACTION POLICE SUPPLY	00583755	51123	Outer Vest - Reeves	Police Operating Grant Fund	510.78
2025-09-26	LC ACTION POLICE SUPPLY	00583755	51123	ALREADY PAID	Police Operating Grant Fund	-10.78
2025-09-26	LC ACTION POLICE SUPPLY	00583756	479353	Sam - Gear	General Fund	436.38
2025-09-26	LC ACTION POLICE SUPPLY	00583758	479530	Gear for Huezo	General Fund	436.38
2025-09-26	LC ACTION POLICE SUPPLY	00583762	479467	Body Armor - Goularte	General Fund	999.59
2025-09-26	LC ACTION POLICE SUPPLY	00583763	479468	Body Armor -Schneider	General Fund	999.59
2025-09-26	LC ACTION POLICE SUPPLY	00583765	479469	Body Armor - Castillo	General Fund	999.59
				Total for Payment No.:		26,432.28

Payment No: 729097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNDERGROUND REPUBLIC WATER	00584015	S100036675.003	SADDLE, SERVICE, 12IN, CI/AC X	Water Utility Construction	2,829.87
2025-09-26	UNDERGROUND REPUBLIC WATER	00584015	S100036675.003	SADDLE, SERVICE 8IN CI/AC X 1I	Water Utility Construction	2,691.79
2025-09-26	UNDERGROUND REPUBLIC WATER	00584022	S100039750.001	SURE STOP GASKET 12"	Water Utility Construction	4,754.30
2025-09-26	UNDERGROUND REPUBLIC WATER	00584022	S100039750.001	SURE STOP GASKET 8"	Water Utility Construction	11,980.86
2025-09-26	UNDERGROUND REPUBLIC WATER	00584093	S100034771.001		Water Utility	3,433.79

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNDERGROUND REPUBLIC WATER	00584119	S100041958.001	HYMAX GRIP COUPLING 8", W/316	Water Utility Construction	698.16
				Total for Payment No.:		26,388.77

Payment No: 729389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	IMPARK	00584706	3700082508	SCCC AUG 2025	Convention Cnt Maintenance Dis	19,994.76
2025-10-17	IMPARK	00584706	3700082508	SCCC AUG 2025	Convention Cnt Maintenance Dis	2,702.54
2025-10-17	IMPARK	00584706	3700082508	SCCC AUG 2025	Convention Cnt Maintenance Dis	2,702.54
				Total for Payment No.:		25,399.84

Payment No: 729359

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	4LEAF, INC.	00585256	J0755-25D	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	4,821.91
2025-10-17	4LEAF, INC.	00585257	J3808A21	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	20,512.50
				Total for Payment No.:		25,334.41

Payment No: 728986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SIR SANTA CLARA LP	00584262	62247-05 UTILITY REFUND	UTILITY REFUND	General Fund	25,015.71
				Total for Payment No.:		25,015.71

Payment No: 034565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BADGER METER INC	00584807	1751993	METER, WATER, RECLAIMED 2" E-S	Water Utility	10,220.41

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BADGER METER INC	00584808	1745417	METER, WATER 1" E-SERIES ULTRA	Water Utility	13,367.82
				Total for Payment No.:		23,588.23

Payment No: 729165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	FIRST SHIELD SECURITY AND	00584547	6542	SECURITY SERVICES AT CENTRAL L	General Fund	7,469.80
2025-10-03	FIRST SHIELD SECURITY AND	00584605	6535	SECURITY AND PATROL FOR SANTA	Convention Cnt Maintenance Dis	15,552.00
				Total for Payment No.:		23,021.80

Payment No: 729173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	J FLORES REMODELING INC	00583913	Steirer - 5	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	21,946.70
2025-10-03	J FLORES REMODELING INC	00583913	Steirer - 5	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	21,946.70
2025-10-03	J FLORES REMODELING INC	00583913	Steirer - 5	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	-21,946.70
2025-10-03	J FLORES REMODELING INC	00583913	Steirer - 5	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	750.00
				Total for Payment No.:		22,696.70

Payment No: 729206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	U.S. BANK	00584660	09/14/25-09/27/25	BIWKLY PAYROLL DED PARS	Fringe Benefits	22,410.15
				Total for Payment No.:		22,410.15

Payment No: 034497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SANTA CLARA POLICE ASSN	00584667	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	22,113.60
				Total for Payment No.:		22,113.60

Payment No: 729431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	U.S. BANK	00585406	09/28/25-10/11/25	BIWKLY PAYROLL DED PARS B2521	Fringe Benefits	22,016.71
				Total for Payment No.:		22,016.71

Payment No: 729199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SANTA CLARA VALLEY HEALTH	00583803	H11194998500	SART 2507130022	General Fund	2,690.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583807	H11179416300	SART 2507050055	General Fund	2,542.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583808	H11187283500	SART 250708114	General Fund	3,205.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583812	H11263623100	SART 2507260088	General Fund	3,559.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583822	H11277490000	SART 2508190145	General Fund	3,555.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583823	H11264550900	SART 2508140009	General Fund	1,913.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583824	H11259258600	SART 2508120001	General Fund	2,225.00
2025-10-03	SANTA CLARA VALLEY HEALTH	00583827	H11225427000	SART 2507270062	General Fund	2,244.00
				Total for Payment No.:		21,933.00

Payment No: 729103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WEST COAST ARBORISTS INC	00584108	232869	TREE MAINTENANCE SERVICES PUBL	Streets and Highways Capital F	21,483.20
				Total for Payment No.:		21,483.20

Payment No: 034465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PLAN REVIEW CONSULTANTS INC	00584134	PRC2025-10	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	21,451.62
				Total for Payment No.:		21,451.62

Payment No: 729207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	UNDERGROUND REPUBLIC WATER	00584451	s100036013.003	LID, G5 METAL TYLER #670610502	Water Utility	2,124.01
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	BEND, 90 DEGREES, 8IN, MJ, CL,	Water Utility Construction	246.74
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	LID, G5 METAL TYLER #670610502	Water Utility Construction	590.52
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	CAP, MJ, 10IN BLIND, DI C-153	Water Utility Construction	158.46
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	8" FIELD LOK/SURE STOP GASKETS	Water Utility Construction	7,565.06
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	6" FIELD LOK RUBBER	Water Utility Construction	515.59
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	GASKET, HYDRANT, 6IN, 1/8IN TH	Water Utility Construction	174.60
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	TEE, MJ, 12IN X 8IN, CL, DI C-	Water Utility Construction	1,210.16
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	SADDLE, SERVICE, 12IN, CI/AC X	Water Utility Construction	2,201.02
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	SADDLE, SERVICE 8IN CI/AC X 1I	Water Utility Construction	4,229.95
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	POLYWRAP, BLUE, F/1 - 1/2 COPP	Water Utility Construction	99.00
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	TUBING, COPPER, 1IN, TYPE K SO	Water Utility Construction	1,236.44
2025-10-03	UNDERGROUND REPUBLIC WATER	00584454	S100036675.001	TRENCH TAPE	Water Utility Construction	36.14
2025-10-03	UNDERGROUND REPUBLIC WATER	00584455	S100038261.001	MJ GASKET 8"	Water Utility	223.74
2025-10-03	UNDERGROUND REPUBLIC WATER	00584455	S100038261.001	TEE BOLTS 4"	Water Utility	523.80
				Total for Payment No.:		21,135.23

Payment No: 034668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SHUMS CODA ASSOC	00585171	11542R	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	21,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		21,000.00

Payment No: 729402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ORCHARD COMMERCIAL, INC	00585357	OCI MF-2025-31-8	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
2025-10-17	ORCHARD COMMERCIAL, INC	00585359	OCI MF-2025-30-9	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
2025-10-17	ORCHARD COMMERCIAL, INC	00585363	OCI MF-2025-31-7	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
				Total for Payment No.:		19,950.00

Payment No: 034470

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2025-09-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2025-09-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2025-09-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		19,832.47

Payment No: 729201

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	STUART EVENT RENTALS	00584377	235610	ART & WINE FESTIVAL	General Fund	15,807.00
2025-10-03	STUART EVENT RENTALS	00584378	235680	ART & WINE FESTIVAL	General Fund	2,965.00
2025-10-03	STUART EVENT RENTALS	00584379	235707	ART & WINE FESTIVAL	General Fund	860.00
				Total for Payment No.:		19,632.00

Payment No: 729004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	9.72
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	PUMP/4495 N 1ST ST	Sewer Utility	3,601.11
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POOL/2250 ROYAL	General Fund	2,404.59
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	SR CNTR 1303 FREMONT ST	General Fund	2,298.81
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	NORTHSIDE LIB 695 MORELAND WAY	General Fund	46.63
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	FIRE-STA2 1900 WALSH AVE.	General Fund	192.57
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	92.40
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	STREET/1700 WALSH 50%	General Fund	92.39
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	CITY HALL-1500 WARBURTON	General Fund	3,216.31
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POLICE/601 EL CAMINO	General Fund	2,602.34
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	COMM SVCS-1515 EL CAMINO REAL	General Fund	8.11
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	BERMAN BLDG-1405 CIVIC CTR	General Fund	35.69
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	FIRE/#1 777 BENTON	General Fund	104.10
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	FIRE/#4-2323 PRUNERIDGE	General Fund	70.05
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POOL/BUCHER-REBIERO	General Fund	7.84
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POOL/BACHER-REBIERO STS	General Fund	517.26
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	FIRE/#9-3011 CORVIN	General Fund	9.93
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	GYM/2450 CABRILLO	General Fund	28.64
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	SPORTS CTR/3445 BENTON	General Fund	8.65
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	CRC/969 KIELY	General Fund	768.85
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	FIRE/#3 2821 HOMESTEAD RD	General Fund	60.44
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	LIBRARY/2635 HOMESTEAD	General Fund	2,393.54
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POOL/2625 PATRICIA	General Fund	28.64
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	YOUTH SOCCER 5049 CENTENNIAL	General Fund	85.92
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	PARKS/4750 LICK MILL BLVD	General Fund	15.64

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	FIRE/#6-888 AGNEW RD	General Fund	145.68
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POOL/3750 DELA CRUZ	General Fund	24.71
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	2975 LAFAYETTE ST.	General Fund	8.11
2025-09-26	PG&E	00583990	2490226441-5 SEP2025	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	160.32
				Total for Payment No.:		19,038.99

Payment No: 729246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AVASANT, LLC	00584851	INV11220A	TASK 1.4A: DEVELOP CONTRACT DO	Information Technology Service	3,000.00
2025-10-10	AVASANT, LLC	00584851	INV11220A	TASK 1.5A: PROVIDE GUIDANCE ON	Information Technology Service	16,000.00
				Total for Payment No.:		19,000.00

Payment No: 034493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	IBEW	00584663	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	18,313.40
				Total for Payment No.:		18,313.40

Payment No: 034447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HARRIS COMPUTER SYSTEMS	00583426	NSECT0000971	CUST CONNECT INTEG-40% AMEND 6	General Government - Other	18,302.40
				Total for Payment No.:		18,302.40

Payment No: 729366

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BAY CITY BOILER & ENGINEERING	00585365	39174	NORTHSIDE LIBRARY	General Fund	1,710.00
2025-10-17	BAY CITY BOILER & ENGINEERING	00585366	39164	CENTRAL LIBRARY	General Fund	1,940.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BAY CITY BOILER & ENGINEERING	00585367	39214	POLICE	General Fund	1,710.00
2025-10-17	BAY CITY BOILER & ENGINEERING	00585368	39152	TRITON	Public Buildings	1,710.00
2025-10-17	BAY CITY BOILER & ENGINEERING	00585369	39282	CRC - 969 KIELY RD	General Fund	3,190.00
2025-10-17	BAY CITY BOILER & ENGINEERING	00585370	39084	SVACA	Expendable Trust Funds	1,340.00
2025-10-17	BAY CITY BOILER & ENGINEERING	00585371	39102	SVACA	Expendable Trust Funds	1,612.63
2025-10-17	BAY CITY BOILER & ENGINEERING	00585372	39085	CITY HALL - BOILER MAINTENANCE	General Fund	1,710.00
2025-10-17	BAY CITY BOILER & ENGINEERING	00585374	38698	PARKS	General Fund	877.50
2025-10-17	BAY CITY BOILER & ENGINEERING	00585375	39311	POLICE	General Fund	760.00
				Total for Payment No.:		16,560.13

Payment No: 034594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRANITE CONSTRUCTION CO	00583936	3038902	MATERIALS - STREET	General Fund	1,067.50
2025-10-10	GRANITE CONSTRUCTION CO	00583936	3038902	ENVIRONMENTAL FEE	General Fund	32.74
2025-10-10	GRANITE CONSTRUCTION CO	00583936	3038902	ENERGY SURCHARGE	General Fund	2.56
2025-10-10	GRANITE CONSTRUCTION CO	00583936	3038902	DUMP CHARGE	General Fund	250.00
2025-10-10	GRANITE CONSTRUCTION CO	00583938	3026222	MATERIALS - STREET	General Fund	703.99
2025-10-10	GRANITE CONSTRUCTION CO	00583938	3026222	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583938	3026222	ENERGY SURCHARGE	General Fund	3.08
2025-10-10	GRANITE CONSTRUCTION CO	00583938	3026222	DUMP CHARGE	General Fund	250.00
2025-10-10	GRANITE CONSTRUCTION CO	00583939	3026223	MATERIALS - STREET	General Fund	753.22
2025-10-10	GRANITE CONSTRUCTION CO	00583939	3026223	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583939	3026223	ENERGY SURCHARGE	General Fund	3.30
2025-10-10	GRANITE CONSTRUCTION CO	00583940	3026224	MATERIALS - STREET	General Fund	474.56
2025-10-10	GRANITE CONSTRUCTION CO	00583940	3026224	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583940	3026224	ENERGY SURCHARGE	General Fund	2.07
2025-10-10	GRANITE CONSTRUCTION CO	00583941	3029746	MATERIALS - STREET	General Fund	922.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRANITE CONSTRUCTION CO	00583941	3029746	ENVIRONMENTAL FEE	General Fund	49.11
2025-10-10	GRANITE CONSTRUCTION CO	00583941	3029746	ENERGY SURCHARGE	General Fund	4.04
2025-10-10	GRANITE CONSTRUCTION CO	00583943	3029745	MATERIALS - STREET	General Fund	438.94
2025-10-10	GRANITE CONSTRUCTION CO	00583943	3029745	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583943	3029745	ENERGY SURCHARGE	General Fund	1.92
2025-10-10	GRANITE CONSTRUCTION CO	00583943	3029745	DUMP CHARGE	General Fund	250.00
2025-10-10	GRANITE CONSTRUCTION CO	00583944	3029744	MATERIALS - STREET	General Fund	1,294.83
2025-10-10	GRANITE CONSTRUCTION CO	00583944	3029744	ENVIRONMENTAL FEE	General Fund	32.74
2025-10-10	GRANITE CONSTRUCTION CO	00583944	3029744	ENERGY SURCHARGE	General Fund	5.67
2025-10-10	GRANITE CONSTRUCTION CO	00583944	3029744	DUMP CHARGE	General Fund	500.00
2025-10-10	GRANITE CONSTRUCTION CO	00583945	3029747	MATERIALS - STREET	General Fund	464.09
2025-10-10	GRANITE CONSTRUCTION CO	00583945	3029747	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583945	3029747	ENERGY SURCHARGE	General Fund	2.03
2025-10-10	GRANITE CONSTRUCTION CO	00583946	3036550	MATERIALS - STREET	General Fund	524.85
2025-10-10	GRANITE CONSTRUCTION CO	00583946	3036550	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583946	3036550	ENERGY SURCHARGE	General Fund	1.25
2025-10-10	GRANITE CONSTRUCTION CO	00583956	3040306	MATERIALS - STREET	General Fund	670.46
2025-10-10	GRANITE CONSTRUCTION CO	00583956	3040306	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-10	GRANITE CONSTRUCTION CO	00583956	3040306	ENERGY SURCHARGE	General Fund	1.60
2025-10-10	GRANITE CONSTRUCTION CO	00584349	3043292	MATERIALS - STREET	General Fund	4,167.18
2025-10-10	GRANITE CONSTRUCTION CO	00584349	3043292	ENERGY SURCHARGE	General Fund	8.68
2025-10-10	GRANITE CONSTRUCTION CO	00584349	3043292	ENVIRONMENTAL FEE	General Fund	49.11
2025-10-10	GRANITE CONSTRUCTION CO	00584349	3043292	DUMP CHARGE	General Fund	250.00
2025-10-10	GRANITE CONSTRUCTION CO	00584350	3040932	MATERIALS - STREET	General Fund	3,024.86
2025-10-10	GRANITE CONSTRUCTION CO	00584350	3040932	ENERGY SURCHARGE	General Fund	6.59
2025-10-10	GRANITE CONSTRUCTION CO	00584350	3040932	ENVIRONMENTAL FEE	General Fund	32.74
				Total for Payment No.:		16,361.25

Payment No: 729072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROSS RECREATION EQUIPMENT INC	00583732	I28024	32 GAL REPLACEMENT LINER	General Fund	589.28
2025-09-26	ROSS RECREATION EQUIPMENT INC	00583732	I28024	FREIGHT	General Fund	406.00
2025-09-26	ROSS RECREATION EQUIPMENT INC	00584094	I28274	DUMOR BENCH AND TRASH RECEPTAC	General Fund	13,088.45
2025-09-26	ROSS RECREATION EQUIPMENT INC	00584094	I28274	FREIGHT	General Fund	1,505.00
				Total for Payment No.:		15,588.73

Payment No: 034605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - ADDITIONAL FU	[redacted]	[redacted]
				Total for Payment No.:		114.00

Payment No: 729427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TOWNSEND PUBLIC AFFAIRS INC	00585163	24006	CHANGE ORDER 2: 2025 FUNDS	General Fund	7,725.00
2025-10-17	TOWNSEND PUBLIC AFFAIRS INC	00585164	24161	CHANGE ORDER 2: 2025 FUNDS	General Fund	7,725.00
				Total for Payment No.:		15,450.00

Payment No: 034572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	C2R ENGINEERING, INC.	00584084	C7268S	STORM - GATE & VALVE INSTALL	Storm Drain	15,000.00
				Total for Payment No.:		15,000.00

Payment No: 729369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BRIGHTVIEW LANDSCAPE	00585172	9522376	MAGICAL BRIDGE MAINTENANCE	General Fund	6,125.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	SERVICES, INC.			SER		
2025-10-17	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00585324	9491793	LANDSCAPING SERVICES FOR LSAP	LawrenceStation MaintenanceCFD	8,821.20
				Total for Payment No.:		14,946.20

Payment No: 729120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SAFE MOVES, INC	00584563	34A	SAFE ROUTES TO SCHOOL; FUNDING	Streets and Highways Capital F	14,600.74
				Total for Payment No.:		14,600.74

Payment No: 034642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CSG CONSULTANTS INC	00585312	62938	CHANGE ORDER #1 CONSTRUCTION M	PW Capital Proj ManagementFund	10,654.15
2025-10-17	CSG CONSULTANTS INC	00585313	63028	CHANGE ORDER #1 CONSTRUCTION M	PW Capital Proj ManagementFund	3,750.24
				Total for Payment No.:		14,404.39

Payment No: 729038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FERGUSON INDUSTRIAL	00584011	1903902	HYMAX GRIP COUPLING 12" W/316S	Water Utility Construction	2,064.65
2025-09-26	FERGUSON INDUSTRIAL	00584017	1903984	PIPE, 8" PVC SEWER PIPE, ASTM	Water Utility	1,082.56
2025-09-26	FERGUSON INDUSTRIAL	00584123	1903575	RETAINER GLAND KIT, 8IN, TYLER	Water Utility Construction	11,058.29
				Total for Payment No.:		14,205.50

Payment No: 729326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	Y&C AUTO BODY SHOP	00584029	1028	MATERIALS - WO 158500, V3590	Vehicle Replacement	6,796.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
2025-10-10	Y&C AUTO BODY SHOP	00584029	1028	LABOR - WO 158500, V3590	Vehicle Replacement Fund	6,881.92
2025-10-10	Y&C AUTO BODY SHOP	00584030	3744	SUBLET - WO 158986, V3744	Fleet Operation Fund	125.00
				Total for Payment No.:		13,803.80

Payment No: 034531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		13,610.92

Payment No: 034419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BADGER METER INC	00584102	80209364	CELLULAR SERVICE FEES FOR SMAR	Water Utility	13.65
2025-09-26	BADGER METER INC	00584122	1755427	METER, WATER 1" E-SERIES ULTRA	Water Utility	13,367.82
				Total for Payment No.:		13,381.47

Payment No: 729190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ORCHARD COMMERCIAL, INC	00584606	OCI MF-2025-30-6	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
2025-10-03	ORCHARD COMMERCIAL, INC	00584607	OCI MF-2025-31-5	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
				Total for Payment No.:		13,300.00

Payment No: 729078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SEAN MENDELSON	00584144	6 2025	CHANGE ORDER #7: ADDITIONAL	General Fund	13,288.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				FU		
				Total for Payment No.:		13,288.80

Payment No: 034423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CALIFA GROUP	00583587	8466	1241 AD DB	General Fund	13,230.00
				Total for Payment No.:		13,230.00

Payment No: 729274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HD SUPPLY	00584135	893986802	CPL FACILITIES SUPPLIES	General Fund	3,700.04
2025-10-10	HD SUPPLY	00584753	874421472	JANITORIAL SUPPLIES FOR CITY H	General Fund	798.49
2025-10-10	HD SUPPLY	00584756	890016389	JANITORIAL SUPPLIES FOR POLICE	General Fund	1,109.41
2025-10-10	HD SUPPLY	00584758	890016405	JANITORIAL SUPPLIES FOR WATER	Water Utility	507.41
2025-10-10	HD SUPPLY	00584759	890016413	JANITORIAL SUPPLIES FOR STREET	General Fund	301.08
2025-10-10	HD SUPPLY	00584760	890016421	JANITORIAL SUPPLIES FOR CITY H	General Fund	835.01
2025-10-10	HD SUPPLY	00584762	890662745	JANITORIAL SUPPLIES FOR CITY H	General Fund	86.86
2025-10-10	HD SUPPLY	00584763	891973034	JANITORIAL SUPPLIES FOR CITY H	General Fund	1,025.73
2025-10-10	HD SUPPLY	00584764	891973042	JANITORIAL SUPPLIES FOR TRITON	General Fund	251.77
2025-10-10	HD SUPPLY	00584766	891973067	JANITORIAL SUPPLIES FOR STREET	General Fund	418.23
2025-10-10	HD SUPPLY	00584769	891973083	JANITORIAL SUPPLIES FOR WATER	Water Utility	340.75
2025-10-10	HD SUPPLY	00584770	894208131	JANITORIAL SUPPLIES FOR CITY H	General Fund	1,154.77
2025-10-10	HD SUPPLY	00584771	894208149	JANITORIAL SUPPLIES FOR WATER	Water Utility	207.87
2025-10-10	HD SUPPLY	00584772	894208156	JANITORIAL SUPPLIES FOR	General Fund	376.59

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				STREET		
2025-10-10	HD SUPPLY	00584773	894208123	JANITORIAL SUPPLIES FOR POLICE	General Fund	1,461.28
				Total for Payment No.:		12,575.29

Payment No: 729080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SHAW HR CONSULTING INC	00584109	014137	Interactive Process and Relate	General Fund	10,156.00
2025-09-26	SHAW HR CONSULTING INC	00584110	014258	Interactive Process and Relate	General Fund	450.00
2025-09-26	SHAW HR CONSULTING INC	00584111	014356	Interactive Process and Relate	General Fund	2,552.50
				Total for Payment No.:		13,158.50

Payment No: 729378

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	D&M TRAFFIC SERVICES	00584677	576853	WATERWALL RENTAL 170 QTY	General Fund	7,420.50
2025-10-17	D&M TRAFFIC SERVICES	00584677	576853	PICKUP	General Fund	250.00
2025-10-17	D&M TRAFFIC SERVICES	00584677	576853	DELIVERY	General Fund	250.00
2025-10-17	D&M TRAFFIC SERVICES	00584677	576853	DELIVERY WATERWALL	General Fund	2,400.00
2025-10-17	D&M TRAFFIC SERVICES	00584677	576853	PICKUP WATERWALL	General Fund	2,400.00
				Total for Payment No.:		12,720.50

Payment No: 034524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MADDEN MEDIA	00584596	2025-030662	SB/FIFA '26 ACTIVATION PLAN AU	Deposit Funds.	12,661.76
				Total for Payment No.:		12,661.76

Payment No: 034484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNITED ROTARY BRUSH CORP	00583503	CI331528	MATERIALS - STREET	Solid Waste Program	12,365.36
				Total for Payment No.:		12,365.36

Payment No: 729437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	WSP USA INC.	00585184	40248855	STORMWATER INSPECTIONS	General Fund	11,834.00
				Total for Payment No.:		11,834.00

Payment No: 729265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ENNIS-FLINT INC	00584168	293253	MATERIALS - STREET	General Fund	11,197.14
				Total for Payment No.:		11,197.14

Payment No: 034445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GRAINGER-SAN JOSE	00583355	9623982551	MATERIALS - STREET	General Fund	511.83
2025-09-26	GRAINGER-SAN JOSE	00583357	9624342698	MATERIALS - STREET	General Fund	268.02
2025-09-26	GRAINGER-SAN JOSE	00583358	9624342706	MATERIALS - STREET	General Fund	220.10
2025-09-26	GRAINGER-SAN JOSE	00583488	9616790979	WATER	Water Utility	1,286.64
2025-09-26	GRAINGER-SAN JOSE	00583511	9633192464	PARTS - V#3125	Fleet Operation Fund	155.67
2025-09-26	GRAINGER-SAN JOSE	00583533	9623982569	MATERIALS - STREET - TRAFFIC	General Fund	434.74
2025-09-26	GRAINGER-SAN JOSE	00583536	9627730030	MATERIALS - STREET - TRAFFIC	General Fund	188.67
2025-09-26	GRAINGER-SAN JOSE	00584024	9621524769	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	511.79
				Total for Payment No.:		3,577.46

Payment No: 729303

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SANTA CLARA COUNTY EMS AGENCY	00584193	102324-12	ALS AMBO PERMIT ANNUAL RENEWAL	General Fund	10,757.26
				Total for Payment No.:		10,757.26

Payment No: 728951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	COUCHBASE	00584264	62389-06 UTILITY REFUND	UTILITY REFUND	General Fund	7,789.21
2025-09-26	COUCHBASE	00584265	62392-06 UTILITY REFUND	UTILITY REFUND	General Fund	208.61
2025-09-26	COUCHBASE	00584276	78448-03 UTILITY REFUND	UTILITY REFUND	General Fund	2,742.14
				Total for Payment No.:		10,739.96

Payment No: 034573

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CARAHSOFT TECHNOLOGY CORP	00584871	IN2079513	G-WIZ/GRAY QUARTER (YEARS 1-3)	Building New Dvlpmnt Srvc Fee	10,703.98
				Total for Payment No.:		10,703.98

Payment No: 034553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WESTERN STATES OIL CO	00584551	862340	RENEWABLE DIESEL	Fleet Operation Fund	3,555.21
2025-10-03	WESTERN STATES OIL CO	00584553	862341	RENEWABLE DIESEL	Fleet Operation Fund	2,248.03
2025-10-03	WESTERN STATES OIL CO	00584554	862342	RENEWABLE DIESEL	Fleet Operation Fund	2,439.52
2025-10-03	WESTERN STATES OIL CO	00584556	862344	RENEWABLE DIESEL	Fleet Operation Fund	1,885.84
				Total for Payment No.:		10,128.60

Payment No: 729143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	AIDENS QUALITY PAINTING INC	00584611	1493	HISTORICAL HOUSES	Public Buildings	10,010.00
				Total for Payment No.:		10,010.00

Payment No: 729277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HIKE2 LLC	00583600	2954	ADVOLOGIX DATA MIGRATION	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 729122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SANTA CLARA PARADE OF CHAMPIONS	00584384	35358SEP2025	COMMUNITY GRANT FOR 2025 PARAD	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 034657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	KIDZ LOVE SOCCER	00585093	2025JUL-12030-0014	CHANGE ORDER 3# ADDITIONAL FUN	General Fund	8,788.00
2025-10-17	KIDZ LOVE SOCCER	00585095	2025JUL-12033-0014	CHANGE ORDER 3# ADDITIONAL FUN	General Fund	1,183.00
				Total for Payment No.:		9,971.00

Payment No: 729258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CRESCO EQUIPMENT RENTALS	00583997	6469076-0001	HVY EQUIPMENT RENTAL	General Fund	9,084.58
2025-10-10	CRESCO EQUIPMENT RENTALS	00583997	6469076-0001	DELIVERY	General Fund	272.81
2025-10-10	CRESCO EQUIPMENT RENTALS	00583997	6469076-0001	PICKUP	General Fund	272.81
2025-10-10	CRESCO EQUIPMENT RENTALS	00583997	6469076-0001	FUEL	General Fund	141.15
2025-10-10	CRESCO EQUIPMENT RENTALS	00583997	6469076-0001	MISC	General Fund	150.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		9,921.69

Payment No: 034544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	THERMAL MECHANICAL INC	00584608	93528	PD 001-7745-87600 (I)6678 NONT	General Fund	3,057.63
2025-10-03	THERMAL MECHANICAL INC	00584608	93528	PD (T) 001-7745-87600 (I)6678	General Fund	1,081.65
2025-10-03	THERMAL MECHANICAL INC	00584610	93533	SENIOR CENTER 001-1134-87600	General Fund	3,625.09
2025-10-03	THERMAL MECHANICAL INC	00584610	93533	SENIOR CENTER (T) 001-1134-876	General Fund	2,012.06
				Total for Payment No.:		9,776.43

Payment No: 034424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CARL WARREN & COMPANY	00584115	CWC-2057689	ADDITIONAL FUNDS PER AMENDMENT	Special Liability Insurance	9,500.00
				Total for Payment No.:		9,500.00

Payment No: 729105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	Y&C AUTO BODY SHOP	00583813	2082	FLEET - STAD023/024/025	S.C.Stadium Authority CIP	4,500.00
2025-09-26	Y&C AUTO BODY SHOP	00583814	2088	FLEET - PAINT - V3494	Vehicle Replacement Fund	4,998.35
				Total for Payment No.:		9,498.35

Payment No: 729113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GEOSYNTEC CONSULTANTS, INC	00584467	647486	PROFESSIONAL ENGINEEERING SERV	General Fund	9,482.45
				Total for Payment No.:		9,482.45

Payment No: 729171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	IMPEC GROUP, LLC	00583982	2508218	SCCC	Convention Cnt Maintenance Dis	900.00
2025-10-03	IMPEC GROUP, LLC	00583983	2508151	CRC DAY PORTER	General Fund	8,580.00
				Total for Payment No.:		9,480.00

Payment No: 034599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584000	90471285	1241/1233 AD BK	General Fund	494.84
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584000	90471285	1231/1233/1235 JUV BK	General Fund	4,822.24
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584000	90471285	1232/1233 YA BK	General Fund	79.43
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584001	90471287	1241 AD BK	General Fund	156.29
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584331	90640919	1241/1233 AD BK	General Fund	321.73
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584331	90640919	1231/1233/1235 JUV BK	General Fund	3,502.81
2025-10-10	INGRAM LIBRARY SERVICES LLC	00584331	90640919	1232/1233 YA BK	General Fund	72.10
				Total for Payment No.:		9,449.44

Payment No: 729151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CIVITAS ADVISORS	00584590	59618	SEPT 2025 FIXED MONTHLY FEE SC	Deposit Funds.	6,000.00
2025-10-03	CIVITAS ADVISORS	00584590	59618	STANDARD OFFICE EXPENSES 4% OF	Deposit Funds.	240.00
2025-10-03	CIVITAS ADVISORS	00584593	59617	09/2025 FIXED FEE FOR PROFESSI	Deposit Funds.	3,000.00
2025-10-03	CIVITAS ADVISORS	00584593	59617	STANDARD OFFICE EXPENSE 4% OF	Deposit Funds.	120.00
				Total for Payment No.:		9,360.00

Payment No: 729213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WEST YOST & ASSOCIATES, INC.	00584354	2064012	2023 Water Master Plan	Water Utility Construction	9,282.92
				Total for Payment No.:		9,282.92

Payment No: 034567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	PERS DISABIL PENSION-SEP2025	Workers Compensation	9,239.81
				Total for Payment No.:		9,239.81

Payment No: 729221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FREMONT BANK	00584728	39831SEP2025	RETENTION FOR CITYWIDE EMERGEN	Public Buildings	9,126.25
2025-10-10	FREMONT BANK	00584728	39831SEP2025	RETENTION - CONTINGENCY.	Public Buildings	97.95
				Total for Payment No.:		9,224.20

Payment No: 729117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KIDZRULE INC	00584383	32309SEP2025	COMMUINTY GRANT FOR 2025 CHILD	General Fund	9,150.00
				Total for Payment No.:		9,150.00

Payment No: 034600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	KIMLEY-HORN AND ASSOC INC	00584733	32484100	UNCONTROLLED CROSSWALKS IMPROV	Streets and Highways Capital F	9,130.00
				Total for Payment No.:		9,130.00

Payment No: 034490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	AFSCME COUNCIL 57	00584661	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	9,033.82
				Total for Payment No.:		9,033.82

Payment No: 034566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BAY AREA TREE SPECIALISTS	00584810	10051466	TREE MAINTENANCE SERVICES PUBL	General Fund	5,928.28
2025-10-10	BAY AREA TREE SPECIALISTS	00584811	10051467	TREE MAINTENANCE SERVICES PUBL	General Fund	3,073.30
				Total for Payment No.:		9,001.58

Payment No: 729214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WRECO	00584481	1200757295	AGREEMENT FOR THE GREAT AMERIC	Streets and Highways Capital F	2,609.44
2025-10-03	WRECO	00584482	1200745439	AGREEMENT FOR THE GREAT AMERIC	Streets and Highways Capital F	4,033.83
2025-10-03	WRECO	00584483	1200741181	AGREEMENT FOR THE GREAT AMERIC	Streets and Highways Capital F	2,332.16
				Total for Payment No.:		8,975.43

Payment No: 729423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUPERCO SPECIALTY PRODUCTS	00585176	PSI619317	JANITORIAL AND MAINTENANCE SUP	General Fund	3,065.40
2025-10-17	SUPERCO SPECIALTY PRODUCTS	00585176	PSI619317	JANITORIAL AND MAINTENANCE SUP	General Fund	226.39
2025-10-17	SUPERCO SPECIALTY PRODUCTS	00585179	PSI626037	JANITORIAL AND MAINTENANCE SUP	General Fund	2,531.26
2025-10-17	SUPERCO SPECIALTY PRODUCTS	00585179	PSI626037	JANITORIAL AND MAINTENANCE SUP	General Fund	187.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUPERCO SPECIALTY PRODUCTS	00585181	PSI632676	JANITORIAL AND MAINTENANCE SUP	General Fund	2,770.48
2025-10-17	SUPERCO SPECIALTY PRODUCTS	00585181	PSI632676	JANITORIAL AND MAINTENANCE SUP	General Fund	188.62
				Total for Payment No.:		8,969.63

Payment No: 729251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00584737	9416694	LANDSCAPING SERVICES FOR LSAP	LawrenceStation MaintenanceCFD	8,821.20
				Total for Payment No.:		8,821.20

Payment No: 034597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HELLO HOUSING	00584872	008-2025	HH BMP ADMINISTRATION FY25/26	City Affordable Housing	8,300.00
2025-10-10	HELLO HOUSING	00584872	008-2025	HH BMP TRANSACTIONS FY25/26 &	City Affordable Housing	450.00
				Total for Payment No.:		8,750.00

Payment No: 034662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MT TIRE SERVICE, LLC	00585185	36732	TIRES	Fleet Operation Fund	2,871.12
2025-10-17	MT TIRE SERVICE, LLC	00585185	36732	CA TIRE TAX	Fleet Operation Fund	7.00
2025-10-17	MT TIRE SERVICE, LLC	00585187	36514	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	30.00
2025-10-17	MT TIRE SERVICE, LLC	00585188	36513	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-17	MT TIRE SERVICE, LLC	00585193	36512	TIRES	Fleet Operation Fund	318.64
2025-10-17	MT TIRE SERVICE, LLC	00585193	36512	CA TIRE TAX	Fleet Operation Fund	1.75
2025-10-17	MT TIRE SERVICE, LLC	00585197	36509	TIRES	Fleet Operation Fund	414.68
2025-10-17	MT TIRE SERVICE, LLC	00585197	36509	CA TIRE TAX	Fleet Operation Fund	7.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MT TIRE SERVICE, LLC	00585199	36511	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	100.00
2025-10-17	MT TIRE SERVICE, LLC	00585200	36506	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-17	MT TIRE SERVICE, LLC	00585201	36504	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-17	MT TIRE SERVICE, LLC	00585203	36503	TIRES	Fleet Operation Fund	2,342.56
2025-10-17	MT TIRE SERVICE, LLC	00585203	36503	CA TIRE TAX	Fleet Operation Fund	7.00
2025-10-17	MT TIRE SERVICE, LLC	00585204	36289	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	110.00
2025-10-17	MT TIRE SERVICE, LLC	00585206	36880	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-17	MT TIRE SERVICE, LLC	00585207	36794	TIRES	Fleet Operation Fund	636.07
2025-10-17	MT TIRE SERVICE, LLC	00585207	36794	CA TIRE TAX	Fleet Operation Fund	3.50
2025-10-17	MT TIRE SERVICE, LLC	00585208	36793	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-10-17	MT TIRE SERVICE, LLC	00585209	36785	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-17	MT TIRE SERVICE, LLC	00585234	36784	TIRES	Fleet Operation Fund	829.35
2025-10-17	MT TIRE SERVICE, LLC	00585234	36784	CA TIRE TAX	Fleet Operation Fund	7.00
2025-10-17	MT TIRE SERVICE, LLC	00585235	36783	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	100.00
2025-10-17	MT TIRE SERVICE, LLC	00585236	36772	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-17	MT TIRE SERVICE, LLC	00585237	36735	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	215.00
2025-10-17	MT TIRE SERVICE, LLC	00585238	36734	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	140.00
2025-10-17	MT TIRE SERVICE, LLC	00585239	36733	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
				Total for Payment No.:		8,695.67

Payment No: 034570

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES ? CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		8,680.00

Payment No: 729174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	JANA SOKALE	00584626	21A	DESIGN PROFESSIONAL SERVICES F	Streets and Highways Capital F	1,650.00
2025-10-03	JANA SOKALE	00584629	22	ADDITIONAL SERVICES.	Streets and Highways Capital F	6,825.00
				Total for Payment No.:		8,475.00

Payment No: 034584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	DKS ASSOC	00584826	0095622	CHANGE ORDER: ADDITIONAL FUNDS	Streets and Highways Capital F	4,435.00
2025-10-10	DKS ASSOC	00584827	0096672	CHANGE ORDER: ADDITIONAL FUNDS	Streets and Highways Capital F	3,995.00
				Total for Payment No.:		8,430.00

Payment No: 729150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CHRISTY VAULT CO	00583962	0101254-IN	COMPANION & CREMATION VAULTS	Cemetery	8,269.00
				Total for Payment No.:		8,269.00

Payment No: 729284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	LEE & RO INC	00584824	668/32Rev.1	CITYWIDE EMERGENCY GENERATOR R	Public Buildings	8,201.00
				Total for Payment No.:		8,201.00

Payment No: 729360

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AARC CONSULTANTS, LLC	00585308	2025-6090	RISK & RESILIANCE ACCESS / ERP	Water Utility	8,169.25
				Total for Payment No.:		8,169.25

Payment No: 729152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CONSOLIDATED ENGINEERING	00584558	234172	CHANGE ORDER #1 SPECIAL INSPEC	PW Capital Proj ManagementFund	8,137.70
				Total for Payment No.:		8,137.70

Payment No: 729208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	UNIQUE TOWING	00583927	T277931	rv tow	General Fund	2,000.00
2025-10-03	UNIQUE TOWING	00583930	T274146	tow fees	General Fund	2,000.00
2025-10-03	UNIQUE TOWING	00583932	T276161	rv tow	General Fund	2,000.00
2025-10-03	UNIQUE TOWING	00583933	T277052	tow fees	General Fund	2,000.00
				Total for Payment No.:		8,000.00

Payment No: 729311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	TECH LOGIC CORPORATION	00584803	#INV21002481	PREVENTATIVE MAINTENANCE AND S	General Fund	7,803.00
				Total for Payment No.:		7,803.00

Payment No: 034593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRAINGER-SAN JOSE	00584158	9642308499	PARTS - V3355	Fleet Operation Fund	194.13
2025-10-10	GRAINGER-SAN JOSE	00584159	9644206329	PARTS - V3322	Fleet Operation Fund	23.44
2025-10-10	GRAINGER-SAN JOSE	00584301	9645677916	SUPPLIES	General Fund	130.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GRAINGER-SAN JOSE	00584302	9645677908	PD	General Fund	37.10
2025-10-10	GRAINGER-SAN JOSE	00584307	9649707305	SUPPLIES	General Fund	1,929.24
2025-10-10	GRAINGER-SAN JOSE	00584308	9649707297	SUPPLIES	General Fund	524.26
2025-10-10	GRAINGER-SAN JOSE	00584321	9643486146	RUBBER HOSE	General Fund	244.06
2025-10-10	GRAINGER-SAN JOSE	00584790	9638319252	PAINT, SPRAY, GLOSSY WHITE, OU	Water Utility	77.78
2025-10-10	GRAINGER-SAN JOSE	00584790	9638319252	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	511.80
2025-10-10	GRAINGER-SAN JOSE	00584790	9638319252	GLASSES, SMOKE LENS, BLACK FRA	Water Utility	145.62
2025-10-10	GRAINGER-SAN JOSE	00584790	9638319252	TAPE - ABRASIVE, METAL CLOTH,	Water Utility	416.68
				Total for Payment No.:		4,234.83

Payment No: 729313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	TUCKER CONSTRUCTION	00584738	34313	HOMELESS ENCAMPMENT CLEANUP SE	General Fund	7,435.02
				Total for Payment No.:		7,435.02

Payment No: 729262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	EDELMAN CORP	00584182	256047	Provided CCure support to upgr	General Fund	7,380.00
				Total for Payment No.:		7,380.00

Payment No: 034540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SMITH-EMERY OF SAN FRANCISCO,	00584464	739646-2	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	2,235.00
2025-10-03	SMITH-EMERY OF SAN FRANCISCO,	00584465	747761-1	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	4,945.00
2025-10-03	SMITH-EMERY OF SAN FRANCISCO,	00584497	739645-2	MATERIALS TESTING AND SPECIAL	PW Capital Proj	142.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					ManagementFund	
				Total for Payment No.:		7,322.00

Payment No: 034481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TRUEPOINT SOLUTIONS, LLC	00584140	4775	TPS Agreement No. 2 for Suppor	General Government - Other	7,317.60
				Total for Payment No.:		7,317.60

Payment No: 729278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HYDROSCIENCE ENGINEERS INC	00584345	316004010	2025 SEPT HYDRAULIC MODELING	Water Utility	7,128.00
				Total for Payment No.:		7,128.00

Payment No: 729181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KRISCH & COMPANY	00584598	57512	AUG MONTHLY ACCOUNTING SERVICE	Deposit Funds.	6,855.00
				Total for Payment No.:		6,855.00

Payment No: 729327

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	Z-CON SPECIALTY SERVICES, INC.	00584828	2025-320	HISTORICAL HOUSES	Public Buildings	6,818.48
				Total for Payment No.:		6,818.48

Payment No: 729123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SPOSETO ENGINEERING INC	00582988	S247583	LICK MILL BLVD PEDESTRIAN BEAC	Streets and Highways Capital F	1,000.00
2025-10-03	SPOSETO ENGINEERING INC	00582988	S247583	CONTINGENCY.	Streets and Highways	5,801.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Capital F	
2025-10-03	SPOSETO ENGINEERING INC	00582988	S247583	RETENTION	Streets and Highways Capital F	-340.08
				Total for Payment No.:		6,461.43

Payment No: 729375

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CORE & MAIN LP	00585111	X809822	COUPLING, TRANSITION, 4" CLAY	Water Utility	1,089.94
2025-10-17	CORE & MAIN LP	00585111	X809822	COUPLING, HYMAX, 6", PART #860	Water Utility	3,758.05
2025-10-17	CORE & MAIN LP	00585114	X538883	COUPLER, PAK JOINT, REDUCING,	Water Utility Construction	1,501.48
				Total for Payment No.:		6,349.47

Payment No: 034582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CSG CONSULTANTS INC	00584729	62912	MISCELLANEOUS ASPHALT AND CONC	Public Buildings	3,300.00
2025-10-10	CSG CONSULTANTS INC	00584786	62913	ANNUAL STREET PAVEMENT MAINTEN	Streets and Highways Capital F	3,015.00
				Total for Payment No.:		6,315.00

Payment No: 034651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GRANITE CONSTRUCTION CO	00584468	3043291	MATERIALS - STREET	General Fund	3,209.65
2025-10-17	GRANITE CONSTRUCTION CO	00584468	3043291	ENVIRONMENTAL FEE	General Fund	32.74
2025-10-17	GRANITE CONSTRUCTION CO	00584468	3043291	ENERGY SURCHARGE	General Fund	7.86
2025-10-17	GRANITE CONSTRUCTION CO	00584480	3046671	MATERIALS - STREET	General Fund	2,710.57
2025-10-17	GRANITE CONSTRUCTION CO	00584480	3046671	ENVIRONMENTAL FEE	General Fund	32.74
2025-10-17	GRANITE CONSTRUCTION CO	00584480	3046671	ENERGY SURCHARGE	General Fund	5.85
2025-10-17	GRANITE CONSTRUCTION CO	00584503	3047263	DUMP CHARGE - STREET	General Fund	250.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		6,249.41

Payment No: 729408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	REED & GRAHAM INC	00584461	118758	MATERIALS - STREET	General Fund	3,306.45
2025-10-17	REED & GRAHAM INC	00584461	118758	BROKEN AC-TEN WHEELER	General Fund	350.00
2025-10-17	REED & GRAHAM INC	00584463	119090	MATERIALS - STREET	General Fund	176.86
2025-10-17	REED & GRAHAM INC	00584485	119218	MATERIALS - STREET	General Fund	1,553.41
2025-10-17	REED & GRAHAM INC	00584488	119347	MATERIALS - STREET	General Fund	684.73
				Total for Payment No.:		6,071.45

Payment No: 729019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	COGENT COMMUNICATIONS	00584045	CITYOFSA00023AUG2025	INTERNET SERVICES AUGUST 2025	Information Technology Service	4,085.59
2025-09-26	COGENT COMMUNICATIONS	00584046	CITYOFSA00023SEP2025	INTERNET SERVICES SEPTEMBER 20	Information Technology Service	1,951.00
				Total for Payment No.:		6,036.59

Payment No: 003868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	STATE DISBURSEMENT UNIT	00584671	09/14/25-09/27/25	DD WAGE ATTACHMENTS B2520	Payroll Liability&ClearingAcct	5,843.96
				Total for Payment No.:		5,843.96

Payment No: 034508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CD & POWER	00584409	01-117180	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	1,750.00
2025-10-03	CD & POWER	00584410	01-117172	ANNUAL GENERATOR	Fleet Operation Fund	1,600.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				MAINTENANCE S		
2025-10-03	CD & POWER	00584411	01-117166	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	1,500.00
2025-10-03	CD & POWER	00584412	01-117165	ANNUAL GENERATOR MAINTENANCE S	Fleet Operation Fund	975.00
				Total for Payment No.:		5,825.00

Payment No: 729415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SALAS O'BRIEN ENGINEERS, INC.	00585302	102508229	AGREEMENT FOR EMERGENCY OPERAT	Fire Department	5,737.50
				Total for Payment No.:		5,737.50

Payment No: 729276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	HERC RENTAL INC	00584160	89248456-001	PARTS - V3352	Fleet Operation Fund	4,550.11
2025-10-10	HERC RENTAL INC	00584160	89248456-001	LABOR - V3352	Fleet Operation Fund	1,080.00
2025-10-10	HERC RENTAL INC	00584160	89248456-001	SUPPLY FEE - V3352	Fleet Operation Fund	103.91
				Total for Payment No.:		5,734.02

Payment No: 729385

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	FERGUSON INDUSTRIAL	00585119	1903570	STOP, BALLCORP, 1IN MUELLER #B	Water Utility Construction	5,657.04
				Total for Payment No.:		5,657.04

Payment No: 729290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	OFFICE SOLUTIONS	00584180	12545	3 Chairs for Comm	General Fund	5,562.10
				Total for Payment No.:		5,562.10

Payment No: 034678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNIVERSAL SITE SERVICES	00585360	172045	SCHEDULED SWEEPING SERVICES FO	Convention Cnt Maintenance Dis	5,503.18
				Total for Payment No.:		5,503.18

Payment No: 034550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	UNIVERSAL SITE SERVICES	00584619	169575	SCHEDULED SWEEPING SERVICES FO	Convention Cnt Maintenance Dis	5,503.18
				Total for Payment No.:		5,503.18

Payment No: 729089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SUNNYVALE DEPT OF PUBLIC	00583539	DPS26-00017	METALLICA NON-NFL 6/22/25	General Fund	1,515.99
2025-09-26	SUNNYVALE DEPT OF PUBLIC	00583539	DPS26-00017	WEEKND NON-NFL 7/8/25	General Fund	1,515.99
2025-09-26	SUNNYVALE DEPT OF PUBLIC	00583539	DPS26-00017	WEEKND NON-NFL 7/9/25	General Fund	1,515.99
2025-09-26	SUNNYVALE DEPT OF PUBLIC	00583640	DPS26-00018	TRFCTRL49ERSVBRONCOSNFL 8/9/25	General Fund	794.09
				Total for Payment No.:		5,342.06

Payment No: 034515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DAVID GRAHAM	00584386	581	2025 MANAGEMENT TETREAT AI FAC	General Fund	5,238.00
				Total for Payment No.:		5,238.00

Payment No: 728999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CPS HR CONSULTING	00583338	TR-INV006424	Sr Eng Aide Written exam	General Fund	527.85
2025-09-26	CPS HR CONSULTING	00583339	TR-INV006176	staff aide I written exam	General Fund	1,561.55

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CPS HR CONSULTING	00583340	TR-INV006202	elec util gen tech written tes	General Fund	492.80
2025-09-26	CPS HR CONSULTING	00583341	TR-INV006277	sr eng aide written exam	General Fund	589.60
2025-09-26	CPS HR CONSULTING	00583342	TR-INV006281	acct tech written exam	General Fund	1,230.90
2025-09-26	CPS HR CONSULTING	00583343	TR-INV006419	staff aide II written test	General Fund	807.40
				Total for Payment No.:		5,210.10

Payment No: 729279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	IMPEC GROUP, LLC	00584303	2509208	CENTRAL LIB	General Fund	150.00
2025-10-10	IMPEC GROUP, LLC	00584304	2509209	ART AND WINE	General Fund	3,802.50
2025-10-10	IMPEC GROUP, LLC	00584305	2509210	LAWRENCE STATION	General Fund	800.00
2025-10-10	IMPEC GROUP, LLC	00584306	2509211	PD	General Fund	450.00
				Total for Payment No.:		5,202.50

Payment No: 729302

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SALAS O'BRIEN ENGINEERS, INC.	00584863	102508003	AGREEMENT FOR EMERGENCY OPERAT	Fire Department	5,168.75
				Total for Payment No.:		5,168.75

Payment No: 729281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		474.00

Payment No: 034588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GARDENLAND POWER EQUIPMENT	00583947	1193209	MATERIALS - STREET - TREE	General Fund	1,882.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GARDENLAND POWER EQUIPMENT	00583948	1171469	MATERIALS - STREET - TREE	General Fund	2,834.74
2025-10-10	GARDENLAND POWER EQUIPMENT	00583949	1168607	PARTS - STREET - TREE	General Fund	18.46
2025-10-10	GARDENLAND POWER EQUIPMENT	00583949	1168607	LABOR - STREET - TREE	General Fund	79.24
2025-10-10	GARDENLAND POWER EQUIPMENT	00583951	1168618	MATERIALS - STREET - TREE	General Fund	240.58
				Total for Payment No.:		5,055.71

Payment No: 729060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NATIONAL TRENCH SAFETY LLC	00584105	1129720	AS-NEEDED SHORING EQUIPMENT FO	Water Utility	4,964.76
				Total for Payment No.:		4,964.76

Payment No: 034498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TRUSTMARK VOLUNTARY BENEFIT	00584659	08/17/25-09/13/25	LONG TERM CARE PREMIUMS	Payroll Liability&ClearingAcct	4,881.10
				Total for Payment No.:		4,881.10

Payment No: 729433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNIQUE TOWING	00584689	25-279071	tractor tow, fuel surcharge	General Fund	536.25
2025-10-17	UNIQUE TOWING	00584693	T278503	tow fees	General Fund	295.00
2025-10-17	UNIQUE TOWING	00584694	T278360	rv tow fees	General Fund	2,000.00
2025-10-17	UNIQUE TOWING	00584695	T278264	rv tow fees	General Fund	2,000.00
				Total for Payment No.:		4,831.25

Payment No: 729247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AZL TREE CARE LLC	00584068	41733SEP2025	STREET - BEES - 2508 BORAX	General Fund	2,400.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AZL TREE CARE LLC	00584070	41733SEP2025A	STREET - BEES - 2719 CHROMITE	General Fund	2,400.00
				Total for Payment No.:		4,800.00

Payment No: 034506

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CAPTIVATE BILLING	00584552	SC-2025-08	CAPTIVATE BILLING - AMBULANCE	General Fund	4,759.78
				Total for Payment No.:		4,759.78

Payment No: 034475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STAPLES ADVANTAGE	00584214	7006718958-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	153.18
2025-09-26	STAPLES ADVANTAGE	00584215	7006718958-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	316.54
2025-09-26	STAPLES ADVANTAGE	00584216	7006718958-CEMETERY	OFFICE SUPPLIES	Cemetery	43.79
2025-09-26	STAPLES ADVANTAGE	00584217	7006718958-CITYATTY	OFFICE SUPPLIES	General Fund	183.77
2025-09-26	STAPLES ADVANTAGE	00584218	7006718958-CITYCLERK	OFFICE SUPPLIES	General Fund	396.10
2025-09-26	STAPLES ADVANTAGE	00584219	7006718958-CMO	OFFICE SUPPLIES	General Fund	57.81
2025-09-26	STAPLES ADVANTAGE	00584222	7006718958-FINANCE	OFFICE SUPPLIES	General Fund	115.63
2025-09-26	STAPLES ADVANTAGE	00584223	7006718958-FIRE	OFFICE SUPPLIES	General Fund	429.12
2025-09-26	STAPLES ADVANTAGE	00584224	7006718958-HCS	OFFICE SUPPLIES	General Fund	39.73
2025-09-26	STAPLES ADVANTAGE	00584225	7006718958-PARKCH	OFFICE SUPPLIES	General Fund	41.06
2025-09-26	STAPLES ADVANTAGE	00584226	7006718958-PARK CRC	OFFICE SUPPLIES	General Fund	842.13
2025-09-26	STAPLES ADVANTAGE	00584227	7006718958-SRCTR	OFFICE SUPPLIES	General Fund	347.96
				Total for Payment No.:		2,966.82

Payment No: 729200

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	STANFORD HOSPITAL AND CLINICS	00583922	10002382	MED DIRECTOR SVCS - JULY	General Fund	2,296.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	STANFORD HOSPITAL AND CLINICS	00583923	10002383	MED DIRECTOR SVCS - AUGUST	General Fund	2,296.00
				Total for Payment No.:		4,592.00

Payment No: 728941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SANTA CLARA CO ENVIRONMENTAL	00584188	IN1356872	INT'L SWIM CENTER FEES	Parks And Recreation	4,464.00
				Total for Payment No.:		4,464.00

Payment No: 729192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	CITYWIDE PEST CONTROL SERVICES	General Fund	369.24
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	BERRYESSA ADOBE	General Fund	30.77
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	POLICE	General Fund	184.62
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	STREETS	General Fund	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	FIRE	General Fund	984.64
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	CENTRAL LIBRARY	General Fund	184.62
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	NORTHSIDE LIBRARY	General Fund	123.08
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	MISSION LIBRARY	General Fund	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	PARKS	General Fund	953.87
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	CEMETRY	General Fund	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	COMMUNICATION SHOP	General Fund	30.77
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	PURCHASING WAREHOUSE	General Fund	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	EMERGENCY OPERATIONS (EOC)	General Fund	123.08
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	HARRIS LASS	Public Buildings	30.77
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	HEADEN INMAN	Public Buildings	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	JAMISON BROWN	Public Buildings	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	TRTION	Public Buildings	30.77

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	MORSE MANSION	General Government - Other	123.08
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	TASMAN	General Fund	184.62
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	SCCC 5001 GREAT AMERICA	Convention Cnt Maintenance Dis	184.62
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	HEART OF VALLEY 1550 ELCAMINO	Public Buildings	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	COMMUNITY DEV -	General Fund	61.54
2025-10-03	PESTMASTER SERVICES L.P.	00584613	484638	MARSALLI BUILDING	General Fund	184.62
				Total for Payment No.:		4,215.49

Payment No: 034431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CSG CONSULTANTS INC	00584139	B251227	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	4,332.35
				Total for Payment No.:		4,332.35

Payment No: 729312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	TRIO COMMUNITY MEALS, LLC	00584333	INV2230070543	SRNUT SEPT 8 WEEK	Park and Rec Opr GrantTst Fund	1,909.30
2025-10-10	TRIO COMMUNITY MEALS, LLC	00584334	INV2230070785	SRNUT SEPT 15 WEEK	Park and Rec Opr GrantTst Fund	2,391.20
				Total for Payment No.:		4,300.50

Payment No: 729068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RDO EQUIPMENT CO	00583796	W2965874	PARTS - FLEET - V3095	Fleet Operation Fund	1,606.67
2025-09-26	RDO EQUIPMENT CO	00583796	W2965874	LABOR - FLEET - V3095	Fleet Operation Fund	2,652.76
2025-09-26	RDO EQUIPMENT CO	00583796	W2965874	HAZARDOUS - FLEET - V3095	Fleet Operation Fund	18.92
2025-09-26	RDO EQUIPMENT CO	00583796	W2965874	SRV ACESSORIES - FLEET - V3095	Fleet Operation Fund	22.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		4,300.48

Payment No: 728998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CAREERS IN GOVERNMENT	00583332	11-17372	Annual membership for advertis	General Fund	4,250.00
				Total for Payment No.:		4,250.00

Payment No: 729007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ALTEC INDUSTRIES INC	00583494	13159412	PARTS - V#3277	Fleet Operation Fund	259.35
2025-09-26	ALTEC INDUSTRIES INC	00583794	51796895	PARTS - FLEET - V3791	Fleet Operation Fund	821.05
2025-09-26	ALTEC INDUSTRIES INC	00583794	51796895	LABOR - FLEET - V3791	Fleet Operation Fund	2,915.25
2025-09-26	ALTEC INDUSTRIES INC	00583794	51796895	FREIGHT	Fleet Operation Fund	170.51
				Total for Payment No.:		4,166.16

Payment No: 729095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TRIO COMMUNITY MEALS, LLC	00583410	INV2230069733	SRNUT AUG 25 WEEK	Park and Rec Opr GrantTst Fund	2,623.00
2025-09-26	TRIO COMMUNITY MEALS, LLC	00583411	INV2230070042	SRNUT SEPT 2 WEEK	Park and Rec Opr GrantTst Fund	1,537.20
				Total for Payment No.:		4,160.20

Payment No: 729304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SANTA CLARA WEEKLY	00584003	1250210	1241 AD PR	General Fund	550.00
2025-10-10	SANTA CLARA WEEKLY	00584910	1250203	LEGAL NOTICE:ORDINANCE NO.2078	General Fund	1,064.00
				Total for Payment No.:		1,614.00

Payment No: 729211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WEHOPE	00584526	CSCBE 082025	WeHOPE-Dignity on Wheels 3/25-	Housing Authority	3,860.00
				Total for Payment No.:		3,860.00

Payment No: 034652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	HARRIS COMPUTER SYSTEMS	00584717	NSECT0001031	SEW INTEG-CHNG ORDR 4 AMEND 2	General Government - Other	3,850.00
				Total for Payment No.:		3,850.00

Payment No: 729163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ENGINEERS -CITY OF SANTA CLARA	00584656	08/31/25-09/27/25	UNION DUES B2519 & B2520	Payroll Liability&ClearingAcct	3,838.50
				Total for Payment No.:		3,838.50

Payment No: 729397

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	LUPE LIMA	00584691	44716	tow fees	General Fund	650.00
2025-10-17	LUPE LIMA	00584692	44809	tow fees	General Fund	295.00
2025-10-17	LUPE LIMA	00584700	44711	tow fees	General Fund	442.50
2025-10-17	LUPE LIMA	00584701	44547	TOW FEES	General Fund	442.50
2025-10-17	LUPE LIMA	00584702	23893	RV TOW FEES	General Fund	2,000.00
				Total for Payment No.:		3,830.00

Payment No: 034489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ACHILLES	00583881	010564	A&W Hospitality/Staff Lunches	General Fund	3,829.00
				Total for Payment No.:		3,829.00

Payment No: 034503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	BAKER TILLY US, LLP	00584504	BT3310543	CITYWIDE RISK ASSESSMENT AND A	General Fund	3,692.50
				Total for Payment No.:		3,692.50

Payment No: 729108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CAPITOL CORRIDOR JOINT POWERS	00584491	974C-10	DESIGN RELATED COSTS FOR RELOC	General Government - Other	3,599.36
				Total for Payment No.:		3,599.36

Payment No: 729067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RAGTOP FIRE HELMETS & RESTORATION LLC	00583441	12542	FIRE DUTY MITTS - 25 EA	General Fund	3,589.64
				Total for Payment No.:		3,589.64

Payment No: 034520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KEPT COMPANIES	00584374	x-K180842	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	2,083.89
2025-10-03	KEPT COMPANIES	00584591	x-K112783	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	1,451.55
				Total for Payment No.:		3,535.44

Payment No: 034527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MT TIRE SERVICE, LLC	00584370	36489	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-10-03	MT TIRE SERVICE, LLC	00584371	36486	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	50.00
2025-10-03	MT TIRE SERVICE, LLC	00584372	36478	TIRE MAINTENANCE AND REPAIR	Fleet Operation Fund	25.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SE		
2025-10-03	MT TIRE SERVICE, LLC	00584405	36387	TIRES	Fleet Operation Fund	296.82
2025-10-03	MT TIRE SERVICE, LLC	00584405	36387	CA TIRE TAX	Fleet Operation Fund	3.50
2025-10-03	MT TIRE SERVICE, LLC	00584406	36386	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	50.00
2025-10-03	MT TIRE SERVICE, LLC	00584407	36285	TIRES	Fleet Operation Fund	558.72
2025-10-03	MT TIRE SERVICE, LLC	00584407	36285	CA TIRE TAX	Fleet Operation Fund	3.50
2025-10-03	MT TIRE SERVICE, LLC	00584408	35686	TIRES	Fleet Operation Fund	137.50
2025-10-03	MT TIRE SERVICE, LLC	00584408	35686	CA TIRE TAX	Fleet Operation Fund	1.75
2025-10-03	MT TIRE SERVICE, LLC	00584414	36247	TIRES	Fleet Operation Fund	360.11
2025-10-03	MT TIRE SERVICE, LLC	00584414	36247	CA TIRE TAX	Fleet Operation Fund	3.50
2025-10-03	MT TIRE SERVICE, LLC	00584415	36563	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	250.00
2025-10-03	MT TIRE SERVICE, LLC	00584416	36505	TIRES	Fleet Operation Fund	240.08
2025-10-03	MT TIRE SERVICE, LLC	00584416	36505	CA TIRE TAX	Fleet Operation Fund	1.75
2025-10-03	MT TIRE SERVICE, LLC	00584417	36487	TIRES	Fleet Operation Fund	388.49
2025-10-03	MT TIRE SERVICE, LLC	00584417	36487	CA TIRE TAX	Fleet Operation Fund	3.50
2025-10-03	MT TIRE SERVICE, LLC	00584418	36404	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	155.00
2025-10-03	MT TIRE SERVICE, LLC	00584418	36404	TIRE MAINTENANCE & REPAIR TAXA	Fleet Operation Fund	32.74
2025-10-03	MT TIRE SERVICE, LLC	00584419	36388	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-03	MT TIRE SERVICE, LLC	00584594	36575	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-03	MT TIRE SERVICE, LLC	00584595	36577	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-10-03	MT TIRE SERVICE, LLC	00584597	36587	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	215.00
2025-10-03	MT TIRE SERVICE, LLC	00584599	36598	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MT TIRE SERVICE, LLC	00584601	36608	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	45.00
2025-10-03	MT TIRE SERVICE, LLC	00584602	36609	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-10-03	MT TIRE SERVICE, LLC	00584603	36610	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-03	MT TIRE SERVICE, LLC	00584604	36611	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	145.00
				Total for Payment No.:		3,531.96

Payment No: 729024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	D&M TRAFFIC SERVICES	00583353	576502	MATERIALS - STREET	General Fund	563.30
2025-09-26	D&M TRAFFIC SERVICES	00584130	576612	PAINT, MARKING, WHITE. AERVOE	Water Utility	314.28
2025-09-26	D&M TRAFFIC SERVICES	00584130	576612	PAINT, MARKING, BLUE. AERVOE #	Water Utility	235.71
2025-09-26	D&M TRAFFIC SERVICES	00584132	576614	CONE, 28IN VINYL PLASTIC TRAFF	Water Utility	1,095.62
2025-09-26	D&M TRAFFIC SERVICES	00584132	576614	STENCIL FEE	Water Utility	81.84
				Total for Payment No.:		2,290.75

Payment No: 729141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	AARC CONSULTANTS, LLC	00584500	2025-6073	RISK & RESILIANCE ACCESS / ERP	Water Utility	3,466.43
				Total for Payment No.:		3,466.43

Payment No: 034673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUNTREK INDUSTRIES INC.	00585322	47852	OPERATIONS AND MAINTENANCE FOR	Water Utility	1,156.25
2025-10-17	SUNTREK INDUSTRIES INC.	00585323	47853	OPERATIONS AND MAINTENANCE FOR	Water Utility	306.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUNTREK INDUSTRIES INC.	00585325	47854	OPERATIONS AND MAINTENANCE FOR	Water Utility	419.14
2025-10-17	SUNTREK INDUSTRIES INC.	00585327	48282	OPERATIONS AND MAINTENANCE FOR	Water Utility	837.50
2025-10-17	SUNTREK INDUSTRIES INC.	00585328	48283	OPERATIONS AND MAINTENANCE FOR	Water Utility	731.25
				Total for Payment No.:		3,450.39

Payment No: 729026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DATAWORKS PLUS	00584023	25-544	SCPD STANDARD SOFTWARE AND SUP	General Fund	1,694.04
2025-09-26	DATAWORKS PLUS	00584023	25-544	SCSA STANDARD SOFTWARE AND SUP	General Fund	1,694.04
				Total for Payment No.:		3,388.08

Payment No: 729401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	OFFICE SOLUTIONS	00584708	12555	LABOR - CLERKS OFFICE	Public Buildings	2,970.00
2025-10-17	OFFICE SOLUTIONS	00584708	12555	FURNITURE - CLERKS OFFICE	Public Buildings	409.22
				Total for Payment No.:		3,379.22

Payment No: 034451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	INGRAM LIBRARY SERVICES LLC	00583590	90306329	FAMILY LITERACY CHAPT BKS 2025	Library Operating Grant Fund	1,067.25
2025-09-26	INGRAM LIBRARY SERVICES LLC	00583592	90310876	1241/1233 AD BK	General Fund	360.72
2025-09-26	INGRAM LIBRARY SERVICES LLC	00583592	90310876	1231/1233/1235 JUV BK	General Fund	1,792.24
2025-09-26	INGRAM LIBRARY SERVICES LLC	00583592	90310876	1232/1233 YA BK	General Fund	27.24
2025-09-26	INGRAM LIBRARY SERVICES LLC	00583593	90310878	1241 AD BK	General Fund	114.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,361.65

Payment No: 034543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00584368	213462	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	1,402.41
2025-10-03	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00584369	213319	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	1,402.41
2025-10-03	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00584413	213257	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	551.15
				Total for Payment No.:		3,355.97

Payment No: 729212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	WEST COAST CODE CONSULTANTS INC	00584380	225-08-004-01	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	1,335.00
2025-10-03	WEST COAST CODE CONSULTANTS INC	00584381	225-08-004-02	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	2,015.00
				Total for Payment No.:		3,350.00

Payment No: 034537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	RAIMI + ASSOCIATES, INC	00584633	25-7089	ECRSP	General Government - Other	3,323.88
				Total for Payment No.:		3,323.88

Payment No: 034639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	COAST COUNTIES TRUCK	00584432	01257196P	PARTS - V3158	Fleet Operation Fund	1,194.41
2025-10-17	COAST COUNTIES TRUCK	00584432	01257196P	CORE CHARGES - V3158	Fleet Operation Fund	78.02
2025-10-17	COAST COUNTIES TRUCK	00584433	01257203P	PARTS - V3413	Fleet Operation Fund	44.09

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	COAST COUNTIES TRUCK	00584460	01257633P	PARTS - V3259	Fleet Operation Fund	477.39
2025-10-17	COAST COUNTIES TRUCK	00584539	01256720P	PARTS - V#3256	Fleet Operation Fund	1,340.34
2025-10-17	COAST COUNTIES TRUCK	00584540	01257444P	PARTS - V#3119	Fleet Operation Fund	121.64
				Total for Payment No.:		3,255.89

Payment No: 729280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	IMPERIAL SPRINKLER SUPPLY	00583992	0023195862-001	6" RND BOX & LID	General Fund	26.58
2025-10-10	IMPERIAL SPRINKLER SUPPLY	00584317	0023322685-001	FUSILADE	General Fund	120.63
2025-10-10	IMPERIAL SPRINKLER SUPPLY	00584318	0023344617-001	SUREGAURD	General Fund	315.38
2025-10-10	IMPERIAL SPRINKLER SUPPLY	00584319	0023339721-001	PVC FITTINGS	General Fund	354.31
2025-10-10	IMPERIAL SPRINKLER SUPPLY	00584323	0023244916-001	PVC FITTINGS	General Fund	377.74
2025-10-10	IMPERIAL SPRINKLER SUPPLY	00584324	0023247687-001	SPRINKLER VALVES	General Fund	2,045.64
				Total for Payment No.:		3,240.28

Payment No: 729425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TINYMOBILEROBOTS US LLC	00584678	5804	TINY MOBILE ROBOT PAINT	General Fund	3,238.89
				Total for Payment No.:		3,238.89

Payment No: 729115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	JEMONE WILLIAMS	00584518	42329SEP2025	RETURN OF MONEY FOR SCPD#21013	Deposit Funds.	3,175.00
				Total for Payment No.:		3,175.00

Payment No: 034464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PIPE AND PLANT SOLUTIONS, INC.	00584267	65030-17 UTILITY REFUND	UTILITY REFUND	General Fund	3,172.23
				Total for Payment No.:		3,172.23

Payment No: 729180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KONE INC	00583986	871787138	CITY HALL	General Fund	78.20
2025-10-03	KONE INC	00583986	871787138	CENTRAL LIB	General Fund	478.02
2025-10-03	KONE INC	00583986	871787138	PD	General Fund	448.68
2025-10-03	KONE INC	00583986	871787138	GUN RANGE	General Fund	34.80
2025-10-03	KONE INC	00583986	871787138	SENIOR CENTER	General Fund	308.79
2025-10-03	KONE INC	00583986	871787138	BERMAN	General Fund	78.20
2025-10-03	KONE INC	00583986	871787138	TASMAN	General Fund	1,252.90
2025-10-03	KONE INC	00583986	871787138	FS 2	General Fund	130.79
2025-10-03	KONE INC	00583986	871787138	SCCC	Convention Cnt Maintenance Dis	156.40
2025-10-03	KONE INC	00583986	871787138	CRC	General Fund	34.80
				Total for Payment No.:		3,001.58

Payment No: 034650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GRAINGER-SAN JOSE	00584475	9649775070	MATERIALS - STREET	General Fund	285.30
				Total for Payment No.:		285.30

Payment No: 729323

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	WEST COAST ARBORISTS INC	00584802	233696	TREE MAINTENANCE SERVICES PUBL	Streets and Highways Capital F	3,114.00
				Total for Payment No.:		3,114.00

Payment No: 034473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SAFEWAY SIGN CO	00583537	59961	MATERIALS - STREET - TRAFFIC	General Fund	3,072.96
				Total for Payment No.:		3,072.96

Payment No: 729185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MEMORIAL IMPRESSIONS INC.	00583969	27256	INSCRIPTIONS/INSTALLATION SERV	Cemetery	3,057.00
				Total for Payment No.:		3,057.00

Payment No: 034476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SUMMIT UNIFORMS	00583391	31771	SEO Uniform Levi's Jackman	General Fund	248.28
2025-09-26	SUMMIT UNIFORMS	00583391	31771	SEO MISC	General Fund	-28.28
2025-09-26	SUMMIT UNIFORMS	00583734	31638	Crossing GD Uniforms	General Fund	284.38
2025-09-26	SUMMIT UNIFORMS	00583735	31672	Crossing GD Uniform	General Fund	85.31
2025-09-26	SUMMIT UNIFORMS	00583737	31683	Goodson - Academy	General Fund	701.09
2025-09-26	SUMMIT UNIFORMS	00583740	31709	Lateral Philip Sam	General Fund	712.03
2025-09-26	SUMMIT UNIFORMS	00583743	31721	Lateral Huezo	General Fund	691.25
2025-09-26	SUMMIT UNIFORMS	00583745	31871	Record Specialist	General Fund	320.47
				Total for Payment No.:		3,014.53

Payment No: 729148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	BANKSIA LANDSCAPE, INC.	00584615	26058	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	270.38
2025-10-03	BANKSIA LANDSCAPE, INC.	00584616	26050	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	987.00
2025-10-03	BANKSIA LANDSCAPE, INC.	00584618	26049	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	1,723.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,980.49

Payment No: 729434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNITED SITE SERVICES INC	00584683	INV-5634288	PORTABLE RESTROOM RENTAL BOWER	General Fund	130.95
2025-10-17	UNITED SITE SERVICES INC	00584683	INV-5634288	PORTABLE RESTROOM NONTAXABLE	General Fund	1,450.00
				Total for Payment No.:		1,580.95

Payment No: 729266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ESSEL TECHNOLOGY SERVICES, INC	00584829	153.25008-2Revised	ASBESTOS SAFETY TRAINING	General Fund	1,550.00
2025-10-10	ESSEL TECHNOLOGY SERVICES, INC	00584830	153.25008Revised	ASBESTOS SAFETY TRAINING	General Fund	1,300.00
				Total for Payment No.:		2,850.00

Payment No: 729094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TMC SHOOTING RANGE SPECIALISTS	00583727	2544	Range Cleaning	General Fund	2,810.00
				Total for Payment No.:		2,810.00

Payment No: 034586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ECS IMAGING, INC.	00584840	19901	SERVICE ORDER NO.: 6 IMPORT PA	General Fund	2,800.00
				Total for Payment No.:		2,800.00

Payment No: 729124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TRAFFIC DATA SERVICE CA, LLC	00584564	25069	AS NEEDED TRAFFIC DATA COLLECT	Streets and Highways Capital F	2,750.25
				Total for Payment No.:		2,750.25

Payment No: 034468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	R3 CONSULTING GROUP, INC.	00583361	124751	SOLID WASTE CONSULTING SVCS	Solid Waste Program	971.25
2025-09-26	R3 CONSULTING GROUP, INC.	00583361	124751	SOLID WASTE CONSULTING SVCS	General Fund	1,766.25
				Total for Payment No.:		2,737.50

Payment No: 729269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FERGUSON INDUSTRIAL	00584747	1903572	GASKET, HYDRANT, 6IN, 1/8IN TH	Water Utility Construction	222.62
				Total for Payment No.:		222.62

Payment No: 729315

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	UNITED SITE SERVICES INC	00583994	114-14127983	PORTABLE RESTROOMS FOR A&W	General Fund	622.02
2025-10-10	UNITED SITE SERVICES INC	00583994	114-14127983	PORTABLE RESTROOMS NONTAX	General Fund	2,078.00
				Total for Payment No.:		2,700.02

Payment No: 729421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUNBELT RENTALS INC	00584489	173683249-0001	TOWABLE MANLIFT RENTAL	General Fund	370.79
2025-10-17	SUNBELT RENTALS INC	00584493	174125901-0001	TOWABLE MANLIFT RENTAL	General Fund	869.56
2025-10-17	SUNBELT RENTALS INC	00584495	174197323-0001	CABLE RAMPS	General Fund	1,428.13
				Total for Payment No.:		2,668.48

Payment No: 729346

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA FRANCHISE TAX BOARD	00585393	09/28/25-10/11/25RV	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	2,643.20
				Total for Payment No.:		2,643.20

Payment No: 729182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LETS CORP	00584549	INV-002710	LETS - Base Service Base Servi	Police Operating Grant Fund	1,495.00
2025-10-03	LETS CORP	00584549	INV-002710	LETS - Respond Negotiate with	Police Operating Grant Fund	995.00
2025-10-03	LETS CORP	00584549	INV-002710	LETS - Standard Support Standa	Police Operating Grant Fund	0.00
2025-10-03	LETS CORP	00584549	INV-002710	LETS - Initial Setup Fee Initi	Police Operating Grant Fund	150.00
				Total for Payment No.:		2,640.00

Payment No: 729283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	KONE INC	00584309	1159005740	TASMAN	General Fund	937.25
2025-10-10	KONE INC	00584310	921756765	TASMAN	General Fund	1,695.21
				Total for Payment No.:		2,632.46

Payment No: 729196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ROBERT E. VAN HEUIT	00584382	1122	ADDITIONAL FUNDS PER AMENDMENT	Related Santa Clara Dvlpr Fund	2,600.00
				Total for Payment No.:		2,600.00

Payment No: 729390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584484	0023361755-001	PVC FITTINGS	General Fund	747.38
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584679	0023434095-002	TRASH CANS 11 QTY	General Fund	218.25
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584684	0023429339-001	PVC FITTINGS	General Fund	291.90
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584685	0023425054-001	ELECTRICAL TAPE	General Fund	8.35
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584685	0023425054-001	WIRE SPOOL	General Fund	259.94
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584685	0023425054-001	3M DBRY-6	General Fund	76.85
2025-10-17	IMPERIAL SPRINKLER SUPPLY	00584686	0023434095-001	PVC FITTINGS & ACCESSORIES	General Fund	992.28
				Total for Payment No.:		2,594.95

Payment No: 729184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LUPE LIMA	00583929	44644	tow fees	General Fund	590.00
2025-10-03	LUPE LIMA	00583931	23887	rv tow	General Fund	2,000.00
				Total for Payment No.:		2,590.00

Payment No: 729164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	FAST UNDERCAR SANTA CLARA	00583840	967737	FLEET - PARTS - STOCK	Fleet Operation Fund	2,499.00
2025-10-03	FAST UNDERCAR SANTA CLARA	00583840	967737	BATTERY FEE	Fleet Operation Fund	12.00
2025-10-03	FAST UNDERCAR SANTA CLARA	00583841	969078	FLEET - PARTS - V3299	Fleet Operation Fund	39.62
				Total for Payment No.:		2,550.62

Payment No: 034496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PUBLIC SAFETY NON-SWORN	00584665	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	2,550.00
				Total for Payment No.:		2,550.00

Payment No: 034443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GOODYEAR COMMERCIAL TIRE & SERVICE	00583521	184-1103065	PARTS - STOCK	Fleet Operation Fund	2,537.90
2025-09-26	GOODYEAR COMMERCIAL TIRE & SERVICE	00583521	184-1103065	CA TIRE FEE	Fleet Operation Fund	7.00
				Total for Payment No.:		2,544.90

Payment No: 729367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BAY PRO	00585316	26546	AS NEEDED LANDSCAPE MAINT FOR	Water Utility	2,520.00
				Total for Payment No.:		2,520.00

Payment No: 729429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TRIO COMMUNITY MEALS, LLC	00584537	INV2230071024	SRNUT SEPTEMBER 22 WEEK	Park and Rec Opr GrantTst Fund	2,519.30
				Total for Payment No.:		2,519.30

Payment No: 034425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CINTAS CORP #630	00583491	4240128825	UNIFORM SVC WTR AUG 2025	Water Utility	492.50
2025-09-26	CINTAS CORP #630	00583491	4240128825	UNIFORM SVC SWR AUG 2025	Sewer Utility	217.63
2025-09-26	CINTAS CORP #630	00583497	4240882548	UNIFORM SVC WTR AUG 2025	Water Utility	447.69
2025-09-26	CINTAS CORP #630	00583497	4240882548	UNIFORM SVC SWR AUG 2025	Sewer Utility	494.84
2025-09-26	CINTAS CORP #630	00583498	4241635571	UNIFORM SVC WTR AUG 2025	Water Utility	443.94
2025-09-26	CINTAS CORP #630	00583498	4241635571	UNIFORM SVC SWR AUG 2025	Sewer Utility	421.09
				Total for Payment No.:		2,517.69

Payment No: 034491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CITY OF SANTA CLARA EMPLOYEES	00584666	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	2,516.00
				Total for Payment No.:		2,516.00

Payment No: 034581

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CORE BUSINESS TECHNOLOGIES	00584870	INV-31776	ONE-TIME FEES - IMPLEMENTATION	General Government - Other	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 729049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KAREN MURPHY LANSING	00583722	SCPD 81	Psych Services	General Fund	2,475.00
				Total for Payment No.:		2,475.00

Payment No: 034569

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BRUCE BARTON PUMP SERVICE INC	00584315	0118898-IN	PUMP SEALS	General Fund	74.32
2025-10-10	BRUCE BARTON PUMP SERVICE INC	00584315	0118898-IN	O-RING	General Fund	8.20
2025-10-10	BRUCE BARTON PUMP SERVICE INC	00584315	0118898-IN	PUMP MOTOR	General Fund	2,136.09
2025-10-10	BRUCE BARTON PUMP SERVICE INC	00584315	0118898-IN	LABOR	General Fund	240.00
				Total for Payment No.:		2,458.61

Payment No: 034521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LEHR	00584373	SI122940	EX0011 PATROL POWER HARNESS FR	Vehicle Replacement Fund	2,450.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,450.40

Payment No: 729294

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PARS	00584047	58760	ARS PARS FEES - JULY 2025	General Fund	2,435.48
				Total for Payment No.:		2,435.48

Payment No: 728961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HOLLAND PARTNER GROUP	00584240	24516-13 UTILITY REFUND	UTILITY REFUND	General Fund	2,401.93
				Total for Payment No.:		2,401.93

Payment No: 034645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GARDENLAND POWER EQUIPMENT	00584505	1199491	MATERIALS - STREET - TREE	General Fund	2,352.47
				Total for Payment No.:		2,352.47

Payment No: 034519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	INDUSTRIAL SCIENTIFIC CORP	00584627	2846363	INET GAS MONITORING SERVICES	Sewer Utility	780.18
2025-10-03	INDUSTRIAL SCIENTIFIC CORP	00584628	2854576	INET GAS MONITORING SERVICES	Sewer Utility	780.18
2025-10-03	INDUSTRIAL SCIENTIFIC CORP	00584630	2838801	INET GAS MONITORING SERVICES	Sewer Utility	780.18
				Total for Payment No.:		2,340.54

Payment No: 729384

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	FAST UNDERCAR SANTA CLARA	00584434	972372	PARTS - V3195	Fleet Operation Fund	636.78
2025-10-17	FAST UNDERCAR SANTA CLARA	00584435	972375	PARTS - V3195	Fleet Operation Fund	15.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	FAST UNDERCAR SANTA CLARA	00584436	972211	PARTS - V3575	Fleet Operation Fund	119.27
2025-10-17	FAST UNDERCAR SANTA CLARA	00584466	974651	PARTS - V3535	Fleet Operation Fund	350.24
2025-10-17	FAST UNDERCAR SANTA CLARA	00584469	974635	PARTS - V3535	Fleet Operation Fund	91.93
2025-10-17	FAST UNDERCAR SANTA CLARA	00584470	973728	PARTS - V3323	Fleet Operation Fund	139.13
2025-10-17	FAST UNDERCAR SANTA CLARA	00584541	972628	PARTS - V#3591	Fleet Operation Fund	32.90
2025-10-17	FAST UNDERCAR SANTA CLARA	00584542	972903	PARTS - V#3484	Fleet Operation Fund	39.62
2025-10-17	FAST UNDERCAR SANTA CLARA	00584543	972936	PARTS - STOCK	Fleet Operation Fund	735.00
2025-10-17	FAST UNDERCAR SANTA CLARA	00584543	972936	CA BATTERY FEE	Fleet Operation Fund	4.00
2025-10-17	FAST UNDERCAR SANTA CLARA	00584621	973555	PARTS - V#3549	Fleet Operation Fund	155.22
2025-10-17	FAST UNDERCAR SANTA CLARA	00584621	973555	CA BATTERY FEE	Fleet Operation Fund	2.18
				Total for Payment No.:		2,321.61

Payment No: 034649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GRAINGER	00584440	9649973659	PARTS - SHOP	Fleet Operation Fund	56.18
2025-10-17	GRAINGER	00584441	9644748239	PARTS - V2938	Fleet Operation Fund	195.00
2025-10-17	GRAINGER	00584471	9574653060	PARTS - SHOP	Fleet Operation Fund	232.59
2025-10-17	GRAINGER	00584472	9653246331	PARTS - SHOP	Fleet Operation Fund	60.59
2025-10-17	GRAINGER	00584476	9655047158	PARTS - V3627	Fleet Operation Fund	1,573.24
2025-10-17	GRAINGER	00584635	9649973667	PARTS - V#3640	Fleet Operation Fund	6.68
2025-10-17	GRAINGER	00584637	9657140076	PARTS - SHOP	Fleet Operation Fund	14.34
2025-10-17	GRAINGER	00584638	9651834666	PARTS - STOCK	Fleet Operation Fund	40.46
2025-10-17	GRAINGER	00584705	9617654943	PARTS	General Fund	92.81
				Total for Payment No.:		2,271.89

Payment No: 034604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MIDWEST TAPE LLC	00584197	507718794	1241 AD DVD	General Fund	968.51
2025-10-10	MIDWEST TAPE LLC	00584197	507718794	1231 JUV DVD	General Fund	164.99
2025-10-10	MIDWEST TAPE LLC	00584197	507718794	1235 AD DVD	General Fund	148.36
2025-10-10	MIDWEST TAPE LLC	00584197	507718794	1235 JUV DVD	General Fund	131.99
2025-10-10	MIDWEST TAPE LLC	00584209	507741125	1241 AD CD	General Fund	36.06
2025-10-10	MIDWEST TAPE LLC	00584209	507741125	1241 AD DVD	General Fund	567.31
2025-10-10	MIDWEST TAPE LLC	00584209	507741125	1241 AD DVD	General Fund	-50.27
2025-10-10	MIDWEST TAPE LLC	00584209	507741125	1233 AD DVD	General Fund	44.42
2025-10-10	MIDWEST TAPE LLC	00584209	507741125	1235 AD DVD	General Fund	181.75
2025-10-10	MIDWEST TAPE LLC	00584209	507741125	1235 JUV DVD	General Fund	66.32
				Total for Payment No.:		2,259.44

Payment No: 034415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AEMTEK, INC	00584100	25080260	WATER QUALITY TESTING YEAR 5 J	Water Utility	2,244.00
				Total for Payment No.:		2,244.00

Payment No: 729396

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	LC ACTION POLICE SUPPLY	00584589	60319	Outer Vest for Arroyo	Police Operating Grant Fund	500.00
2025-10-17	LC ACTION POLICE SUPPLY	00585264	480190	5.11 #56661 GAS MASK POUCH FLE	Police Operating Grant Fund	1,080.34
2025-10-17	LC ACTION POLICE SUPPLY	00585330	480233	5.11 #56661 GAS MASK POUCH FLE	Police Operating Grant Fund	638.38
				Total for Payment No.:		2,218.72

Payment No: 729239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AARC CONSULTANTS, LLC	00584869	2025-6042	RISK & RESILIANCE ACCESS / ERP	Water Utility	2,158.05
				Total for Payment No.:		2,158.05

Payment No: 034539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SCOTT'S PPE RECON INC	00583888	40241	7/25 & 8/25 PPE REPAIRS NONTAX	General Fund	1,957.00
2025-10-03	SCOTT'S PPE RECON INC	00583888	40241	7/25 & 8/25 PPE REPAIRS TAXABL	General Fund	117.86
				Total for Payment No.:		2,074.86

Payment No: 034603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	LN CURTIS & SONS	00584798	INV986342	CURTIS SERVICE NCLP - PERFORM	General Fund	2,063.00
				Total for Payment No.:		2,063.00

Payment No: 728937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PRIYA ROBLES	00584016	41214AUG2025	APCO 2025	Police Operating Grant Fund	2,044.95
				Total for Payment No.:		2,044.95

Payment No: 034591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GOODYEAR COMMERCIAL TIRE & SERVICE	00584156	184-1103131	PARTS - STOCK	Fleet Operation Fund	2,012.13
2025-10-10	GOODYEAR COMMERCIAL TIRE & SERVICE	00584156	184-1103131	WASTE TIRE FEE	Fleet Operation Fund	26.25
				Total for Payment No.:		2,038.38

Payment No: 729175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	JKAUR MARRIAGE & FAMILY THERAPY, INC.	00583885	SC19-11	CLIENT# SC19 SESSION# 12-16	General Fund	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 729414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SAKET BHATT	00585109	42423SEP2025	2360 GALWAY CT PROP LINE REFUN	Sewer Utility	2,507.00
2025-10-17	SAKET BHATT	00585109	42423SEP2025	SEWER LATERAL CCTV INSPECTION	Sewer Utility	-525.00
				Total for Payment No.:		1,982.00

Payment No: 728973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LIGHTWAVE CONSTRUCTION INC	00584280	82028-02 UTILITY REFUND	UTILITY REFUND	General Fund	1,969.52
				Total for Payment No.:		1,969.52

Payment No: 728968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JOSEPH J ALBANESE INC	00584266	65018-22 UTILITY REFUND	UTILITY REFUND	General Fund	1,959.35
				Total for Payment No.:		1,959.35

Payment No: 034453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LINCOLN AQUATICS	00583545	36167407	LIQUID CHLORINE	General Fund	861.65
2025-09-26	LINCOLN AQUATICS	00583547	36167391	MURIATIC ACID	General Fund	307.41
2025-09-26	LINCOLN AQUATICS	00583731	36168122	LIQUID CHLORINE	General Fund	779.15
				Total for Payment No.:		1,948.21

Payment No: 729295

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PENINSULA UNIFORMS & EQUIPMENT	00584190	218212	15 Life Saving Medals	General Fund	1,920.07
				Total for Payment No.:		1,920.07

Payment No: 034638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CLUB CARE INC	00584535	132301	FITNESS PARTS AND REPAIRS TAX	General Fund	1,230.19
2025-10-17	CLUB CARE INC	00584535	132301	FITNESS PARTS AND REPAIRS	General Fund	129.07
2025-10-17	CLUB CARE INC	00584536	132919	SEPTEMBER MONTHLY MAINTENANCE	General Fund	560.00
				Total for Payment No.:		1,919.26

Payment No: 729086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STEVEN DOLEZAL	00583724	08-25	Psych Services	General Fund	1,900.00
				Total for Payment No.:		1,900.00

Payment No: 003872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-07	NAVIA BENEFIT SOLUTIONS, INC	00584548	11015179	DD: NAVIA ADMIN FEE SEP25	Payroll Liability&ClearingAcct	1,352.28
2025-10-07	NAVIA BENEFIT SOLUTIONS, INC	00584548	11015179	DD: NAVIA ADMIN FEE SEP25	General Fund	508.91
				Total for Payment No.:		1,861.19

Payment No: 034606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MT TIRE SERVICE, LLC	00584164	36161	TIRE - RENTAL	General Fund	130.79
2025-10-10	MT TIRE SERVICE, LLC	00584164	36161	CA TIRE FEE	General Fund	1.91
2025-10-10	MT TIRE SERVICE, LLC	00584165	36161A	LABOR - RENTAL	General Fund	125.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MT TIRE SERVICE, LLC	00584761	36576	TIRES	Fleet Operation Fund	1,590.17
2025-10-10	MT TIRE SERVICE, LLC	00584761	36576	CA TIRE TAX	Fleet Operation Fund	8.75
				Total for Payment No.:		1,856.62

Payment No: 034538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SAN JOSE MAILING	00583958	8160	LAFAYETTE ST MAILINGS	Streets and Highways Capital F	863.77
2025-10-03	SAN JOSE MAILING	00584519	8316	1957 PRUNERIDGE AVE TAXABLE	General Fund	674.38
2025-10-03	SAN JOSE MAILING	00584519	8316	1957 PRUNERIDGE AVE NONTAXABLE	General Fund	315.90
				Total for Payment No.:		1,854.05

Payment No: 034477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TONY JANOVICH	00584038	1439AUG2025	ARPOC CONFERENCE	General Fund	194.50
2025-09-26	TONY JANOVICH	00584143	1006878	CHANGE ORDER #4: ADDITIONAL FU	General Fund	185.10
2025-09-26	TONY JANOVICH	00584143	1006878	CHANGE ORDER #5: ADDITIONAL FU	General Fund	1,436.10
				Total for Payment No.:		1,815.70

Payment No: 729016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CALIFORNIA JANITORIAL SUPPLY	00583730	125365	NITRILE GLOVES	General Fund	1,771.49
2025-09-26	CALIFORNIA JANITORIAL SUPPLY	00583730	125365	SHIPPING	General Fund	30.56
				Total for Payment No.:		1,802.05

Payment No: 729166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GENEVIEVE ALTWER LMFT	00582447	133-0725	Client#133 Sessions 11-12	General Fund	450.00
2025-10-03	GENEVIEVE ALTWER LMFT	00582449	119-0725	Client#119 Sessions 12-14	General Fund	675.00
2025-10-03	GENEVIEVE ALTWER LMFT	00582450	191-0725	Client#191 Sessions 2-4	General Fund	675.00
				Total for Payment No.:		1,800.00

Payment No: 728943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SHANE CAMACHO	00584021	42272AUG2025	APCO 2025	General Fund	1,774.03
				Total for Payment No.:		1,774.03

Payment No: 034648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	GOODYEAR COMMERCIAL TIRE & SERVICE	00584438	184-1103123	PARTS - V2951	Fleet Operation Fund	1,737.15
2025-10-17	GOODYEAR COMMERCIAL TIRE & SERVICE	00584438	184-1103123	FUEL SURCHARGE - V2951	Fleet Operation Fund	20.96
2025-10-17	GOODYEAR COMMERCIAL TIRE & SERVICE	00584438	184-1103123	CA WASTE TIRE FEE - V2951	Fleet Operation Fund	3.50
				Total for Payment No.:		1,761.61

Payment No: 729388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	HD SUPPLY	00585173	895022747	JANITORIAL SUPPLIES	General Fund	651.69
2025-10-17	HD SUPPLY	00585174	895185304	JANITORIAL SUPPLIES	General Fund	301.19
2025-10-17	HD SUPPLY	00585175	895235323	JANITORIAL SUPPLIES	General Fund	803.49
				Total for Payment No.:		1,756.37

Payment No: 034671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	STEPHEN CIARI PUMBING AND	00585362	28000	FIRE 001-7822-87600	General Fund	1,748.84
				Total for Payment No.:		1,748.84

Payment No: 728980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PACIFIC SURFACING LLC	00584238	24487-16 UTILITY REFUND	UTILITY REFUND	General Fund	1,747.52
				Total for Payment No.:		1,747.52

Payment No: 729088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STEVENS CREEK XPRESS CAR WASH	00583809	26-868	FLEET - CAR WASH	Fleet Operation Fund	1,740.00
				Total for Payment No.:		1,740.00

Payment No: 034433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DESILVA GATES CONSTRUCTION LP	00584236	24450-05 UTILITY REFUND	UTILITY REFUND	General Fund	1,685.52
				Total for Payment No.:		1,685.52

Payment No: 034460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MUNICIPAL MAINTENANCE EQUIPMNT	00583532	040703	PARTS - V#3182	Fleet Operation Fund	1,666.64
				Total for Payment No.:		1,666.64

Payment No: 729403

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC COAST SEED INC	00584682	12-17634	CUSTOM SEED MIX	General Fund	1,309.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PACIFIC COAST SEED INC	00584682	12-17634	FREIGHT	General Fund	350.00
				Total for Payment No.:		1,659.50

Payment No: 034601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	LINCOLN AQUATICS	00583993	36168393	LIQUID CHLORINE	General Fund	849.76
2025-10-10	LINCOLN AQUATICS	00584316	36168773	BULK CHLORINE	General Fund	800.10
				Total for Payment No.:		1,649.86

Payment No: 034655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	INDUSTRIAL SCIENTIFIC CORP	00585320	2862114	INET GAS MONITORING SERVICES	Sewer Utility	780.18
				Total for Payment No.:		780.18

Payment No: 729098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNITED SITE SERVICES INC	00583555	INV-5577258	PORTABLE RESTROOM RENTAL	General Fund	1,450.00
2025-09-26	UNITED SITE SERVICES INC	00583555	INV-5577258	PORTABLE RESTROOM RENTAL	General Fund	130.95
				Total for Payment No.:		1,580.95

Payment No: 034670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SMITH-EMERY OF SAN FRANCISCO,	00585318	739645-4	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	1,035.00
2025-10-17	SMITH-EMERY OF SAN FRANCISCO,	00585321	747761-3	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	517.50
				Total for Payment No.:		1,552.50

Payment No: 034428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CLEARSTAR, INC.	00583333	1547432	3 management hires	General Fund	274.87
2025-09-26	CLEARSTAR, INC.	00583334	1548532	6 management hires	General Fund	513.92
2025-09-26	CLEARSTAR, INC.	00583335	1550235	5 management hires	General Fund	372.47
2025-09-26	CLEARSTAR, INC.	00583336	1552781	3 management hires	General Fund	254.10
2025-09-26	CLEARSTAR, INC.	00583337	1554766	1 management hire	General Fund	123.08
				Total for Payment No.:		1,538.44

Payment No: 728956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GHILOTTI CONSTRUCTION COMPANY	00584279	82025-03 UTILITY REFUND	UTILITY REFUND	General Fund	1,529.65
				Total for Payment No.:		1,529.65

Payment No: 034554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	JB TROPHIES	00584799	215741	12 6x7.75 ACRYLIC PLAQUES FOR	General Fund	1,154.98
2025-10-10	JB TROPHIES	00584800	215862	ENGRAVING OF 7 ACRYLIC PLAQUES	General Fund	356.20
				Total for Payment No.:		1,511.18

Payment No: 034522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LINDE GAS & EQUIPMENT INC.	00584508	50059962	DEMURRAGE 12%	Water Utility	3.27
2025-10-03	LINDE GAS & EQUIPMENT INC.	00584509	50658863	DEMURRAGE 12%	Water Utility	2.45
2025-10-03	LINDE GAS & EQUIPMENT INC.	00584510	51004870	DEMURRAGE 12%	Water Utility	174.82
				Total for Payment No.:		180.54

Payment No: 729373

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CLAY PSYCHOTHERAPY	00584290	2025002	CLIENT# 2401 SESSION# 7-12	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 729074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RS HUGHES COMPANY INC	00580916	81633903-00	GEAR PROTECTION INSPECTION	Water Utility	741.25
2025-09-26	RS HUGHES COMPANY INC	00580916	81633903-00	GEAR PROTECTION INSPECTION	Sewer Utility	741.25
				Total for Payment No.:		1,482.50

Payment No: 034441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GARDENLAND POWER EQUIPMENT	00583492	1188394	MATERIALS - STREET - P&B	General Fund	1,414.61
2025-09-26	GARDENLAND POWER EQUIPMENT	00583546	1177156	CLAMP SHELL	General Fund	65.76
				Total for Payment No.:		1,480.37

Payment No: 034656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	KEPT COMPANIES	00585205	x-K194892	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	1,451.55
				Total for Payment No.:		1,451.55

Payment No: 034472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROYAL COACH TOURS	00583412	33795	TRIP TO SF GIANTS GAME 8/28/25	General Fund	1,446.12
				Total for Payment No.:		1,446.12

Payment No: 729259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	D&M TRAFFIC SERVICES	00583937	576652	MATERIALS - STREET	General Fund	725.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		725.68

Payment No: 034456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MIDWEST TAPE LLC	00583442	507681648	1241 AD CD	General Fund	89.47
2025-09-26	MIDWEST TAPE LLC	00583442	507681648	1241 AD DVD	General Fund	1,067.41
2025-09-26	MIDWEST TAPE LLC	00583442	507681648	1231 JUV DVD	General Fund	197.99
2025-09-26	MIDWEST TAPE LLC	00583442	507681648	1233 AD DVD	General Fund	80.21
				Total for Payment No.:		1,435.08

Payment No: 034448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HI-TECH EMERGENCY VEHICLE SERVICE INC	00583513	182622	PARTS - V#3258	Fleet Operation Fund	244.59
2025-09-26	HI-TECH EMERGENCY VEHICLE SERVICE INC	00583513	182622	FREIGHT	Fleet Operation Fund	18.70
2025-09-26	HI-TECH EMERGENCY VEHICLE SERVICE INC	00583517	182639	PARTS - V#3351 WO#15883	Fleet Operation Fund	1,164.95
				Total for Payment No.:		1,428.24

Payment No: 034653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584442	182717	PARTS - V3669	Fleet Operation Fund	311.76
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584442	182717	FREIGHT	Fleet Operation Fund	10.35
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584443	182694	PARTS - V3669	Fleet Operation Fund	146.08
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584443	182694	FREIGHT	Fleet Operation Fund	19.52
2025-10-17	HI-TECH EMERGENCY VEHICLE	00584444	182713	LABOR - V3288	Fleet Operation Fund	340.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	SERVICE INC					
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584444	182713	PARTS - V3288	Fleet Operation Fund	77.95
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584444	182713	FREIGHT	Fleet Operation Fund	35.41
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584446	182665	PARTS -V3669	Fleet Operation Fund	50.20
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584446	182665	FREIGHT	Fleet Operation Fund	17.50
2025-10-17	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584641	182773	PARTS - V#3288	Fleet Operation Fund	416.57
				Total for Payment No.:		1,425.83

Payment No: 729056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MIKE'S TRUCK OUTFITTERS	00583529	0636	PARTS - V#3798 WO#158166 NONTA	Vehicle Replacement Fund	514.50
2025-09-26	MIKE'S TRUCK OUTFITTERS	00583529	0636	PARTS - V#3798 WO#158166 TAXAB	Vehicle Replacement Fund	196.43
2025-09-26	MIKE'S TRUCK OUTFITTERS	00583531	0630	PARTS - V#3799 WO#158913 NONTA	Vehicle Replacement Fund	514.50
2025-09-26	MIKE'S TRUCK OUTFITTERS	00583531	0630	PARTS - V#3799 WO#158913 TAXAB	Vehicle Replacement Fund	196.43
				Total for Payment No.:		1,421.86

Payment No: 728974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LUND PEARSON MCLAUGHLIN	00584237	24475-01 UTILITY REFUND A	UTILITY REFUND	General Fund	1,393.72
				Total for Payment No.:		1,393.72

Payment No: 729168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	HEXAGON TRANSPORTATION	00584634	18530	TDM Monitoring & Administratio	General Government - Other	1,382.50
				Total for Payment No.:		1,382.50

Payment No: 729438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ZANKER ROAD RESOURCE	00584528	420252051	Z-BEST ORGANIC COMPOST	Solid Waste Program	375.00
2025-10-17	ZANKER ROAD RESOURCE	00584529	82025TICKETCORR	CSC YARDWASTE CORRECTION	Solid Waste Program	944.77
				Total for Payment No.:		1,319.77

Payment No: 034580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CLEARBLU ENVIRONMENTAL	00584816	33241	LABOR, MAINTENANCE, AND AS-NEE	Fleet Operation Fund	1,010.93
2025-10-10	CLEARBLU ENVIRONMENTAL	00584816	33241	TAXABLE ITEMS (CONSUMABLES AND	Fleet Operation Fund	301.47
				Total for Payment No.:		1,312.40

Payment No: 729407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	QUADIENT LEASING USA INC	00585134	Q2013335	QUADIENT iX-7DS MAILING SYSTEM	General Fund	1,303.60
				Total for Payment No.:		1,303.60

Payment No: 034511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CINTAS FIRE PROTECTION #F44	00584586	0F44855550	CUSTOMER #22829 - VEHICLES FIR	Fleet Operation Fund	745.43
2025-10-03	CINTAS FIRE PROTECTION #F44	00584586	0F44855550	CUSTOMER #22829 - VEHICLES FIR	Fleet Operation Fund	556.60
				Total for Payment No.:		1,302.03

Payment No: 729202

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SUNNYVALE FORD	00583855	263176	FLEET - PARTS - V3210	Fleet Operation Fund	435.75
2025-10-03	SUNNYVALE FORD	00583858	262815	FLEET - PARTS - V3343	Fleet Operation Fund	407.85
2025-10-03	SUNNYVALE FORD	00583860	262821	FLEET - PARTS - V3343	Fleet Operation Fund	205.79
2025-10-03	SUNNYVALE FORD	00583864	263106	FLEET - PARTS - V3228	Fleet Operation Fund	193.26
2025-10-03	SUNNYVALE FORD	00583865	263126	FLEET - PARTS - V3532	Fleet Operation Fund	52.59
				Total for Payment No.:		1,295.24

Payment No: 034614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		1,293.00

Payment No: 034434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DIANNE ANCONA	00583415	01357-202504	CLIENT# 01357 SESSIONS	General Fund	1,250.00
				Total for Payment No.:		1,250.00

Payment No: 729292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PACIFIC COAST PETROLEUM INC.	00584171	157926	SUPPLY - STOCK	Fleet Operation Fund	1,248.82
				Total for Payment No.:		1,248.82

Payment No: 729130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA FRANCHISE TAX BOARD	00584650	09/14/25-09/27/25RV	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	1,246.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,246.49

Payment No: 729096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TUCKER CONSTRUCTION	00584074	34583	PD - 001-7745-87600-(I)6678	General Fund	1,207.74
				Total for Payment No.:		1,207.74

Payment No: 034492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CITY OF SANTA CLARA UNIT 9	00584662	08/31/25-09/27/25	UNION DUES B2520	Payroll Liability&ClearingAcct	1,200.00
				Total for Payment No.:		1,200.00

Payment No: 728988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TENG WONG	00584254	54168-06 UTILITY REFUND	UTILITY REFUND	General Fund	793.11
2025-09-26	TENG WONG	00584256	54170-13 UTILITY REFUND	UTILITY REFUND	General Fund	95.81
2025-09-26	TENG WONG	00584257	54171-14 UTILITY REFUND	UTILITY REFUND	General Fund	231.70
2025-09-26	TENG WONG	00584258	54172-11 UTILITY REFUND	UTILITY REFUND	General Fund	78.77
				Total for Payment No.:		1,199.39

Payment No: 729362

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ALLIED AUTO STORES	00584429	01IG8221	PARTS - V3545	Fleet Operation Fund	664.54
2025-10-17	ALLIED AUTO STORES	00584430	01IG4153	PARTS - V3514	Fleet Operation Fund	252.38
2025-10-17	ALLIED AUTO STORES	00584538	01IH2537	PARTS - V#3511	Fleet Operation Fund	277.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,194.11

Payment No: 034644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	FIELDTURF USA INC	00584676	000733553	YSP SEAM REPAIR 9.22.2025	General Fund	1,194.05
				Total for Payment No.:		1,194.05

Payment No: 729187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NAPA AUTO PARTS	00583843	038098	FLEET - PARTS - V3510	Fleet Operation Fund	14.55
2025-10-03	NAPA AUTO PARTS	00583844	039220	FLEET - PARTS - SHOP	Fleet Operation Fund	35.42
2025-10-03	NAPA AUTO PARTS	00583845	039004	FLEET - PARTS - V3329	Fleet Operation Fund	9.94
2025-10-03	NAPA AUTO PARTS	00583847	039044	FLEE - PARTS - V3749	Fleet Operation Fund	11.97
2025-10-03	NAPA AUTO PARTS	00583850	038035	FLEET - PARTS - STOCK	Fleet Operation Fund	1,042.22
2025-10-03	NAPA AUTO PARTS	00583851	038863	FLEET - PARTS - SHOP	Fleet Operation Fund	4.32
2025-10-03	NAPA AUTO PARTS	00583853	038199	FLEET - PARTS - V3510	Fleet Operation Fund	57.00
				Total for Payment No.:		1,175.42

Payment No: 729144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ALL STAR GLASS LLC	00584375	3264868	AUTOMOTIVE GLASS	Fleet Operation Fund	564.44
2025-10-03	ALL STAR GLASS LLC	00584375	3264868	LABOR: AUTOMOTIVE GLASS REPAIR	Fleet Operation Fund	247.50
2025-10-03	ALL STAR GLASS LLC	00584376	3185041	AUTOMOTIVE GLASS	Fleet Operation Fund	223.31
2025-10-03	ALL STAR GLASS LLC	00584376	3185041	LABOR: AUTOMOTIVE GLASS REPAIR	Fleet Operation Fund	135.00
				Total for Payment No.:		1,170.25

Payment No: 034672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUMMIT UNIFORMS	00584561	32248	TC A. Collins Uniform	General Fund	232.97
2025-10-17	SUMMIT UNIFORMS	00584562	32169	SEO B. Washington Uniform	General Fund	217.29
2025-10-17	SUMMIT UNIFORMS	00584562	32169	PAYMENT	General Fund	-8.23
2025-10-17	SUMMIT UNIFORMS	00584588	29964	Lateral Uniforms for Pardo	General Fund	724.06
				Total for Payment No.:		1,166.09

Payment No: 729140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	A TOOL SHED	00583911	1761839-4	SWEEPER RENTAL FOR INSPECTIONS	Water Utility	1,125.44
2025-10-03	A TOOL SHED	00583911	1761839-4	ENVIRO FEE	Water Utility	33.76
				Total for Payment No.:		1,159.20

Payment No: 729040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GEOSYNTEC CONSULTANTS, INC	00583490	648135	CWR1047 PLAN REVIEW	Solid Waste Program	1,148.45
				Total for Payment No.:		1,148.45

Payment No: 034633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BAUER COMPRESSORS INC	00585298	0000339506	KNUCKLE VALE TESTING	General Fund	1,110.00
				Total for Payment No.:		1,110.00

Payment No: 729191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PENINSULATORS	00583954	42998-1	INSTALL 1 SOMFY REMOTE	General Fund	1,109.00
				Total for Payment No.:		1,109.00

Payment No: 034430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	COAST COUNTIES TRUCK	00583501	01255521P	PARTS - V#3218	Fleet Operation Fund	345.19
2025-09-26	COAST COUNTIES TRUCK	00583502	01255858P	PARTS - V#3147	Fleet Operation Fund	95.40
2025-09-26	COAST COUNTIES TRUCK	00583504	01256219P	PARTS - V#3669	Fleet Operation Fund	132.48
2025-09-26	COAST COUNTIES TRUCK	00583505	01256288P	PARTS - V#3640	Fleet Operation Fund	404.94
2025-09-26	COAST COUNTIES TRUCK	00583505	01256288P	FREIGHT	Fleet Operation Fund	130.09
				Total for Payment No.:		1,108.10

Payment No: 034559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AIRGAS USA, LLC	00584194	9165047325	MEDICAL OXYGEN	General Fund	210.30
2025-10-10	AIRGAS USA, LLC	00584194	9165047325	ENERGY CHARGE	General Fund	6.00
2025-10-10	AIRGAS USA, LLC	00584194	9165047325	AIRGAS HAZMAT CHARGE	General Fund	23.65
				Total for Payment No.:		239.95

Payment No: 728942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SANTA CLARA COUNTY	00583721	9553	ACFR SUCCESSOR AGENCY STAT TBL	General Fund	1,097.14
				Total for Payment No.:		1,097.14

Payment No: 729023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CORODATA RECORDS MANAGEMENT, INC	00584039	RS7107102	OFFSITE RECORDS MANAGEMENT STO	General Fund	61.50
2025-09-26	CORODATA RECORDS MANAGEMENT, INC	00584040	RS3735152	OFFSITE RECORDS MANAGEMENT STO	General Fund	1,010.97
				Total for Payment No.:		1,072.47

Payment No: 034640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	205.16
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	46.29
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	FIRE 1990 WALSH AVE	General Fund	127.41
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	61.77
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	274.38
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	29.88
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	148.37
2025-10-17	COMCAST	00585250	9/23/25AC8155400650182213	PARK TEEN 2446 CABRILLO AVE	General Fund	178.59
				Total for Payment No.:		1,071.85

Payment No: 729077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SANTA CLARA WEEKLY	00583538	1250192	PUBLIC NOTICE 2024-25 CAPER	H.U.D Capital Projects	532.00
2025-09-26	SANTA CLARA WEEKLY	00583538	1250192	PUBLIC NOTICE 2024-25 CAPER	H.U.D Capital Projects	532.00
				Total for Payment No.:		1,064.00

Payment No: 034618

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SUMMIT UNIFORMS	00584162	32058	SEO R. HESS UNIFORM	General Fund	226.41
2025-10-10	SUMMIT UNIFORMS	00584163	32125	TC Andrey Dini Uniform	General Fund	227.50
2025-10-10	SUMMIT UNIFORMS	00584174	32161	TC M. BULLERJAHN UNIFORM	General Fund	232.97
2025-10-10	SUMMIT UNIFORMS	00584195	31933	SEA C. Felix-Ochoa Uniform	General Fund	374.06
				Total for Payment No.:		1,060.94

Payment No: 034577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CD & POWER	00584815	01-119116	AS-NEEDED REPAIRS	Fleet Operation Fund	1,058.68
				Total for Payment No.:		1,058.68

Payment No: 034427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CINTAS FIRE PROTECTION #F44	00584026	0F44850204	CUSTOMER #3720 - STREET NONTAX	General Fund	566.72
2025-09-26	CINTAS FIRE PROTECTION #F44	00584026	0F44850204	CUSTOMER #3720 - STREET FIRE E	General Fund	480.39
				Total for Payment No.:		1,047.11

Payment No: 034416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AIRGAS USA, LLC	00583397	9164611070	MEDICAL OXYGEN	General Fund	95.59
2025-09-26	AIRGAS USA, LLC	00583397	9164611070	ENERGY CHARGE	General Fund	2.73
2025-09-26	AIRGAS USA, LLC	00583397	9164611070	ARIGAS HAZMAT CHARGE	General Fund	10.75
				Total for Payment No.:		109.07

Payment No: 729011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BAKER SUPPLIES AND REPAIRS	00583500	943521	LABOR/FEE - V#3735 WO#158806	Fleet Operation Fund	365.00
2025-09-26	BAKER SUPPLIES AND REPAIRS	00583500	943521	PARTS - V#3735 WO#158806	Fleet Operation Fund	655.00
				Total for Payment No.:		1,020.00

Payment No: 729073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROYAL BRASS INC	00583799	00368569	FLEET - PARTS - V2833	Fleet Operation Fund	260.93
2025-09-26	ROYAL BRASS INC	00583800	00368571	FLEET - PARTS - V2835	Fleet Operation Fund	276.99
2025-09-26	ROYAL BRASS INC	00583801	00368648	FLEET - PARTS - V2833	Fleet Operation Fund	481.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,018.95

Payment No: 729406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PESTEC	00584506	369123	WEEKLY GROUND SQUIRREL MONT	Solid Waste Utility-Constructi	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 729338

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	TREVOR CANTANHO	00585377	6579OCT2025	CONTINUE CHALLENGE SAC REIM	General Fund	981.93
				Total for Payment No.:		981.93

Payment No: 729205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	BLDG plan review	Building New Dvlpmnt Srvc Fee	287.53
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	BLDG permit-comm-mult fam	Building New Dvlpmnt Srvc Fee	459.16
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	Building standards	Building Fee Admin Retainage	1.00
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	Seismic	Building Fee Admin Retainage	2.80
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	BLD tech fee	General Fund	28.36
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	Permit issuance	Building New Dvlpmnt Srvc Fee	95.00
2025-10-03	TRICORD TRADESHOW SERVICES	00583975	42379SEP2025	Advanced planning surcharge	General Fund	92.51
				Total for Payment No.:		966.36

Payment No: 729071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROSE CITY LABEL	00583729	164851	Badge Stickers	General Fund	956.37
				Total for Payment No.:		956.37

Payment No: 034513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DANA L INGERSOLL	00583884	242-5	CLIENT# 242 SESSION# 11-15	General Fund	950.00
				Total for Payment No.:		950.00

Payment No: 729380

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	DITTOS	00585252	223565	PD NOTEBOOKS	General Fund	944.06
				Total for Payment No.:		944.06

Payment No: 034483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UNITED REFRIGERATION INC	00583516	14298594-00	FS 2	General Fund	90.58
2025-09-26	UNITED REFRIGERATION INC	00583518	14368078-00	TOOLS	General Fund	215.20
2025-09-26	UNITED REFRIGERATION INC	00583520	13683829-00	TRITON	Public Buildings	206.10
2025-09-26	UNITED REFRIGERATION INC	00583522	14368500-00	FS 1	General Fund	36.64
2025-09-26	UNITED REFRIGERATION INC	00583523	14973464-00	FS 1	General Fund	139.69
2025-09-26	UNITED REFRIGERATION INC	00583525	14999675-00	FS 1	General Fund	116.62
2025-09-26	UNITED REFRIGERATION INC	00583527	15062589-00	FS1	General Fund	33.55
2025-09-26	UNITED REFRIGERATION INC	00583528	13684619-00	FS 2	General Fund	97.70
				Total for Payment No.:		936.08

Payment No: 729234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	DIVISION OF THE STATE	00584789	13921OCT2025	10% OF $4 CASP FEE TO BE REMIT	Building Fee Admin	914.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	ARCHITECT				Retainage	
				Total for Payment No.:		914.40

Payment No: 729172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	INDUSTRIAL PLUMBING SUPPLY	00583984	125477	PLUMBING SUPPLIES	General Fund	910.63
				Total for Payment No.:		910.63

Payment No: 729035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FARALLON CONSULTING	00584007	0057297	AGREEMENT FOR HAZARDOUS SUBSTA	Public Buildings	908.40
				Total for Payment No.:		908.40

Payment No: 728927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DAVID R RAYMAKER	00584055	24608AUG2025	ARPOC CONFERENCE	General Fund	904.58
				Total for Payment No.:		904.58

Payment No: 729348

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	US TREASURY	00585396	09/28/25-10/11/25ND	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	904.50
				Total for Payment No.:		904.50

Payment No: 729107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ZOLL DATA SYSTEMS INC	00583414	INV00207235	8/2025 MAINTENCE FEES	General Fund	904.11
				Total for Payment No.:		904.11

Payment No: 729179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KAREN GOEHRING	00583882	8-2	CLIENT# 8 SESSION# 4-7	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 034512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	COAST COUNTIES TRUCK	00583832	01256441P	FLEET - PARTS - STOCK	Fleet Operation Fund	647.85
2025-10-03	COAST COUNTIES TRUCK	00583835	01256428P	FLEET - PARTS - V3640	Fleet Operation Fund	246.09
				Total for Payment No.:		893.94

Payment No: 003869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-30	NAVIA BENEFIT SOLUTIONS, INC	00584389	35989SEP2025	DD: NAVIA COMMUTER BENEFT 1025	Payroll Liability&ClearingAcct	890.75
				Total for Payment No.:		890.75

Payment No: 034607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	NEWSBANK INC	00584332	RN64329	1241 AD DB	General Fund	888.00
				Total for Payment No.:		888.00

Payment No: 034545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TIFCO INDUSTRIES	00583866	72120671	FLEET - PARTS - SHOP	Fleet Operation Fund	166.62
2025-10-03	TIFCO INDUSTRIES	00583868	72120564	FLEET - PARTS - SHOP	Fleet Operation Fund	709.06
				Total for Payment No.:		875.68

Payment No: 729333

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	NATHAN FORD	00585110	32322SEP2025	TRENCH RESCUE TECH TRAIN REIMB	General Fund	875.00
				Total for Payment No.:		875.00

Payment No: 728964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ICON OWNER POOL 1 SF BUSINESS PARKS	00584230	17740-08 UTILITY REFUND	UTILITY REFUND	General Fund	856.26
				Total for Payment No.:		856.26

Payment No: W26071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MISSIONSQUARE RETIREMENT	00584644	09/14/25-09/27/25A	WT: B2520 457 PLN CONTRIBUTION	Fringe Benefits	843.71
				Total for Payment No.:		843.71

Payment No: 034421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BOUND TREE MEDICAL LLC	00583394	70358086	CREDIT MEMO - CPR RESUSCITATOR	General Fund	-369.50
2025-09-26	BOUND TREE MEDICAL LLC	00583395	70333998	CREDIT MEMO - EXHALATION HEPA	General Fund	-143.82
2025-09-26	BOUND TREE MEDICAL LLC	00583396	70343571	CREDIT MEMO - OB KITS	General Fund	-85.20
2025-09-26	BOUND TREE MEDICAL LLC	00584061	85909540	AS NEEDED EMERGENCY MEDICAL SE	General Fund	905.69
2025-09-26	BOUND TREE MEDICAL LLC	00584062	85906012	AS NEEDED EMERGENCY MEDICAL SE	General Fund	527.96
				Total for Payment No.:		835.13

Payment No: 729286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MATTHEWS INTERNATIONAL CORP	00584296	9003778931	MONOBAR FOR JAMES CURTIS	Cemetery	807.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		807.76

Payment No: 729112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GEORGE TAKAGI	00584520	42330SEP2025	RT OF MONEY FOR SCPD#220307006	Deposit Funds.	807.00
				Total for Payment No.:		807.00

Payment No: 729203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	T-MOBILE USA INC	00583829	9613540442	GPS Locate 2507290049	General Fund	115.00
2025-10-03	T-MOBILE USA INC	00583831	9614615674	GPS Locate	General Fund	115.00
2025-10-03	T-MOBILE USA INC	00583833	9614615673	GPS Locate/Timing 2507250023	General Fund	165.00
2025-10-03	T-MOBILE USA INC	00583834	9616106332	GPS Locate 2507090075	General Fund	115.00
2025-10-03	T-MOBILE USA INC	00583836	9616106333	GPS Locate 2507090075	General Fund	115.00
2025-10-03	T-MOBILE USA INC	00583837	9616106334	GPS Locate 2507090075	General Fund	115.00
2025-10-03	T-MOBILE USA INC	00583839	9616106336	Timing Advance 2507090075	General Fund	50.00
				Total for Payment No.:		790.00

Payment No: 729244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALTEC INDUSTRIES INC	00584028	51800291	LABOR - WO 158991, V3506	Fleet Operation Fund	780.00
2025-10-10	ALTEC INDUSTRIES INC	00584028	51800291	SUPPLIES - WO 158991, V3506	Fleet Operation Fund	6.55
				Total for Payment No.:		786.55

Payment No: 034414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ABBOTT'S PRO-POWER LLC	00583439	202925	STIHL MS261 CHAINSAW	General Fund	707.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ABBOTT'S PRO-POWER LLC	00583439	202925	WOODSMAN CARRYING CASE	General Fund	42.56
2025-09-26	ABBOTT'S PRO-POWER LLC	00583440	205398	LOCKOUT LEVERS	General Fund	15.02
				Total for Payment No.:		764.70

Payment No: 729250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	5X8 US All Weather Flag	Custodial Deposits Fund	135.23
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	4x6 POW/Mia Flag	Custodial Deposits Fund	104.26
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	4x6 Navy Flag	Custodial Deposits Fund	104.26
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	4x6 Air Force Flag	Custodial Deposits Fund	104.26
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	4x6 Coast Guard Flag	Custodial Deposits Fund	104.26
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	4x6 Marine Corps Flag	Custodial Deposits Fund	104.26
2025-10-10	BOYD ENTERPRISES	00584424	42269SEPT2025	4x6 Army Flag	Custodial Deposits Fund	104.26
				Total for Payment No.:		760.79

Payment No: 034617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	STAPLES ADVANTAGE	00584924	7006884716-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	64.96
2025-10-10	STAPLES ADVANTAGE	00584925	7006884716-CITYATTY	OFFICE SUPPLIES	General Fund	77.70
2025-10-10	STAPLES ADVANTAGE	00584927	7006884716-FINANCE	OFFICE SUPPLIES	General Fund	43.49
2025-10-10	STAPLES ADVANTAGE	00584928	7006884716-FIRE	OFFICE SUPPLIES	General Fund	-9.47
2025-10-10	STAPLES ADVANTAGE	00584928	7006884716-FIRE	OFFICE SUPPLIES	General Fund	96.25
2025-10-10	STAPLES ADVANTAGE	00584928	7006884716-FIRE	OFFICE SUPPLIES	General Fund	99.82
2025-10-10	STAPLES ADVANTAGE	00584929	7006884716-HR	OFFICE SUPPLIES	General Fund	67.91
2025-10-10	STAPLES ADVANTAGE	00584930	7006884716-LIBRARY	OFFICE SUPPLIES	General Fund	70.07
2025-10-10	STAPLES ADVANTAGE	00584931	7006884716-POLICEDET	OFFICE SUPPLIES	General Fund	52.34
2025-10-10	STAPLES ADVANTAGE	00584932	7006884716-WATER	OFFICE SUPPLIES	Water Utility	57.81

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		620.88

Payment No: 729109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CARLOS GAONA	00584385	1089SEP2025	TOOL REIMBURSEMENT FY25-26	Fleet Operation Fund	750.00
				Total for Payment No.:		750.00

Payment No: 729116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	JOHN N HSUEH-MARTIN JR	00584516	1714SEP2025	TOOL REIMBURSEMENT FY 25-26	Fleet Operation Fund	742.06
				Total for Payment No.:		742.06

Payment No: 034635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA DEPT OF JUSTICE	00584642	841547	Fingerprint Records/PAL	General Fund	191.00
2025-10-17	CA DEPT OF JUSTICE	00584642	841547	FIngerprints Recruiting	General Fund	260.00
2025-10-17	CA DEPT OF JUSTICE	00584642	841547	Fingerprints SEO-Stadium	General Fund	247.00
2025-10-17	CA DEPT OF JUSTICE	00584642	841547	FIngerprints Crossing Guards	General Fund	32.00
				Total for Payment No.:		730.00

Payment No: 729193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	POOL PROS INC	00584622	67131084PP	Solar Pool System Repairs	Water Utility	290.00
2025-10-03	POOL PROS INC	00584623	671300886PP	Solar Pool System Repairs	Water Utility	145.00
2025-10-03	POOL PROS INC	00584624	671305364PP	Solar Pool System Repairs	Water Utility	145.00
2025-10-03	POOL PROS INC	00584625	671305779PP	Solar Pool System Repairs	Water Utility	145.00
				Total for Payment No.:		725.00

Payment No: 729090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SUNNYVALE FORD	00583805	262680	FLEET - PARTS - V3744	Fleet Operation Fund	148.43
2025-09-26	SUNNYVALE FORD	00583806	262833	FLEET - PARTS - V3125	Fleet Operation Fund	571.83
				Total for Payment No.:		720.26

Payment No: 034461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NOR-CAL OVERHEAD INC	00584075	50286203	STREET	General Fund	525.00
2025-09-26	NOR-CAL OVERHEAD INC	00584075	50286203	STREET (T)	General Fund	179.53
				Total for Payment No.:		704.53

Payment No: 729204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	TELEPATH CORPORATION	00583793	SI-269210	July WAVE Airtime	General Fund	350.00
2025-10-03	TELEPATH CORPORATION	00583795	SI-269310	SEPTEMBER WAVE AIRTIME	General Fund	350.00
				Total for Payment No.:		700.00

Payment No: 729399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	NAPA AUTO PARTS	00584448	040819	PARTS - V3575	Fleet Operation Fund	12.47
2025-10-17	NAPA AUTO PARTS	00584450	040882	PARTS - V3545	Fleet Operation Fund	13.05
2025-10-17	NAPA AUTO PARTS	00584452	040742	PARTS - V3252	Fleet Operation Fund	144.38
2025-10-17	NAPA AUTO PARTS	00584453	040651	PARTS - V3147	Fleet Operation Fund	9.43
2025-10-17	NAPA AUTO PARTS	00584456	040533	PARTS - V3516	Fleet Operation Fund	81.39
2025-10-17	NAPA AUTO PARTS	00584457	040734	PARTS - V3774	Fleet Operation Fund	344.18
2025-10-17	NAPA AUTO PARTS	00584486	042087	PARTS - V3502	Fleet Operation Fund	16.77
2025-10-17	NAPA AUTO PARTS	00584490	041374	PARTS - V3259	Fleet Operation Fund	35.42
2025-10-17	NAPA AUTO PARTS	00584492	041734	PARTS - SHOP	Fleet Operation Fund	42.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		699.49

Payment No: 728960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HARBOR ELECTRONICS INC	00584231	17948-04 UTILITY REFUND	UTILITY REFUND	General Fund	668.84
2025-09-26	HARBOR ELECTRONICS INC	00584261	62166-03 UTILITY REFUND	UTILITY REFUND	General Fund	28.83
				Total for Payment No.:		697.67

Payment No: 728987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SOLINAS MEDICAL INC	00584263	62263-08 UTILITY REFUND	UTILITY REFUND	General Fund	683.57
				Total for Payment No.:		683.57

Payment No: 729256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CODE PUBLISHING CO	00584912	GC00131922	ANNUAL WEB FEES & WEB UPDATE A	General Fund	680.00
				Total for Payment No.:		680.00

Payment No: 034509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CINTAS CORP #630	00583917	4243107132	AUG 2025 UNIFORM SVC - WATER	Water Utility	484.42
2025-10-03	CINTAS CORP #630	00583917	4243107132	AUG 2025 UNIFORM SVC - SEWER	Sewer Utility	184.65
				Total for Payment No.:		669.07

Payment No: 729324

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	WESTERN TRUCK FAB	00584173	27678	PARTS - V2938	Fleet Operation Fund	665.14
				Total for Payment No.:		665.14

Payment No: 729288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	NAPA AUTO PARTS	00584166	039724	PARTS - V3215	Fleet Operation Fund	30.54
2025-10-10	NAPA AUTO PARTS	00584167	039676	PARTS - V3158	Fleet Operation Fund	140.33
2025-10-10	NAPA AUTO PARTS	00584169	039664	PARTS - STOCK	Fleet Operation Fund	54.62
2025-10-10	NAPA AUTO PARTS	00584170	039437	PARTS - STOCK	Fleet Operation Fund	434.61
				Total for Payment No.:		660.10

Payment No: 729364

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AT&T	00584631	S00000848055	Installation of SPAN Port	General Fund	660.00
				Total for Payment No.:		660.00

Payment No: 729195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	RELATIONSHIP FIX INC	00583886	2025-02-CL02	CLIENT# 02 SESSION#	General Fund	660.00
				Total for Payment No.:		660.00

Payment No: 729342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA FRANCHISE TAX BOARD	00585387	09/28/25-10/11/25LF	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 729296

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PETRINOVICH PUGH & COMPANY LLP	00584722	400418	PREP OF FED & STATE EXEMPT ORG	Deposit Funds.	650.00
				Total for Payment No.:		650.00

Payment No: 729126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA FRANCHISE TAX BOARD	00584646	09/14/25-09/27/25LF	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 034578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CINTAS CORP #630	00584344	4243886948	2025 SEP WATER UNIFORM SERVICE	Water Utility	484.42
2025-10-10	CINTAS CORP #630	00584344	4243886948	2025 SEP WATER UNIFORM SERVICE	Sewer Utility	164.01
				Total for Payment No.:		648.43

Payment No: 034659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	KNORR SYSTEMS INC	00584681	284744	BECS CONTROLLER REPAIR	General Fund	642.75
				Total for Payment No.:		642.75

Payment No: 729045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	IMPERIAL SPRINKLER SUPPLY	00583359	0022005901-001	MATERIALS - STREET - TREES	General Fund	69.23
2025-09-26	IMPERIAL SPRINKLER SUPPLY	00583495	0021980476-001	MATERIALS - STREET - P&B	General Fund	445.16
2025-09-26	IMPERIAL SPRINKLER SUPPLY	00583499	0022193857-001	MATERIALS - STREET - P&B	General Fund	79.45
2025-09-26	IMPERIAL SPRINKLER SUPPLY	00583544	0023052828-001	PVC FITTINGS	General Fund	47.01
				Total for Payment No.:		640.85

Payment No: 729307

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	STERICYCLE, INC.	00584185	8012009492	Property Room	General Fund	629.78
				Total for Payment No.:		629.78

Payment No: 729233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	YIGE LIU	00584805	42415SEP2025	ARCHITECTURAL REVIEW 50% REFUN	General Fund	614.00
				Total for Payment No.:		614.00

Payment No: 034595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GREEN HALO SYSTEMS	00584739	5976	OPTION 4: 5/1/25 - 4/30/26 WAS	Solid Waste Program	611.00
				Total for Payment No.:		611.00

Payment No: 729198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SANTA CLARA LIGHTING, INC.	00583987	35236	SVACA	Expendable Trust Funds	409.22
2025-10-03	SANTA CLARA LIGHTING, INC.	00583988	35130	SUPPLIES	General Fund	194.57
				Total for Payment No.:		603.79

Payment No: 728929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EDWARD KARL	00584056	25744AUG2025	ARPOC CONFERENCE	General Fund	589.90
				Total for Payment No.:		589.90

Payment No: 729036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FAST UNDERCAR SANTA CLARA	00583506	963960	PARTS - V#3433	Fleet Operation Fund	39.62

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FAST UNDERCAR SANTA CLARA	00583507	964474	PARTS - V#3576	Fleet Operation Fund	514.40
2025-09-26	FAST UNDERCAR SANTA CLARA	00583509	965525	PARTS - V#3674	Fleet Operation Fund	32.48
				Total for Payment No.:		586.50

Payment No: 729309

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SUNNYVALE FORD	00584090	263231	PARTS - STOCK	Fleet Operation Fund	443.12
2025-10-10	SUNNYVALE FORD	00584091	263470	PARTS - V#3234	Fleet Operation Fund	135.25
				Total for Payment No.:		578.37

Payment No: 729132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	US TREASURY	00584651	09/14/25-09/27/25ND	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	570.35
				Total for Payment No.:		570.35

Payment No: 729379

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	DARRYL PANG	00584600	250930SCPD	Polygraph Tests	General Fund	562.50
				Total for Payment No.:		562.50

Payment No: 034429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CLUB CARE INC	00583413	132507	MONTHLY MAINTENANCE AUGUST	General Fund	560.00
				Total for Payment No.:		560.00

Payment No: 729310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	T-MOBILE USA INC	00584076	9618652505	GPS Locate 5356 Gomez	General Fund	115.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	T-MOBILE USA INC	00584077	9615331397	GPS locate 2412220092	General Fund	115.00
2025-10-10	T-MOBILE USA INC	00584078	9617663064	GPS Locate/Timing Advance 2509	General Fund	165.00
2025-10-10	T-MOBILE USA INC	00584083	9617663063	GPS Locate/Timing Advance	General Fund	165.00
				Total for Payment No.:		560.00

Payment No: 034568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BOUND TREE MEDICAL LLC	00584192	85926609	MASKS FOR CITY CPR	General Fund	542.36
				Total for Payment No.:		542.36

Payment No: 729285

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	LEE'S FORKLIFT SERVICE	00584149	22351	LABOR - WO 159108, V3702	Fleet Operation Fund	135.00
2025-10-10	LEE'S FORKLIFT SERVICE	00584150	22350	LABOR - WO 159112, V0004	Fleet Operation Fund	135.00
2025-10-10	LEE'S FORKLIFT SERVICE	00584151	22349	LABOR - WO 159111, V3765	Fleet Operation Fund	135.00
2025-10-10	LEE'S FORKLIFT SERVICE	00584152	22352	LABOR - WO 159110, V3636	Fleet Operation Fund	135.00
				Total for Payment No.:		540.00

Payment No: 034549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	UNITY COURIER SERVICE INC	00583950	34546	LINK + DELIVERY	General Fund	262.48
2025-10-03	UNITY COURIER SERVICE INC	00583952	35091	LINK + DELIVERY	General Fund	262.48
				Total for Payment No.:		524.96

Payment No: 729242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALL STAR GLASS LLC	00584721	3327741	AUTOMOTIVE GLASS	Fleet Operation Fund	352.38
2025-10-10	ALL STAR GLASS LLC	00584721	3327741	LABOR: AUTOMOTIVE GLASS	Fleet Operation Fund	172.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				REPAIR		
				Total for Payment No.:		524.88

Payment No: 729298

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	QUALITY LOGO PRODUCTS INC	00584212	42424Sept2025	Erasers	General Fund	520.87
				Total for Payment No.:		520.87

Payment No: 034564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		517.50

Payment No: 729322

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	WARDELL AUTO INTERIORS AND TOPS, LLC	00584172	21332	LABOR - WO 159045, V3322	Fleet Operation Fund	435.00
2025-10-10	WARDELL AUTO INTERIORS AND TOPS, LLC	00584172	21332	PARTS - WO 159045, V3322	Fleet Operation Fund	81.84
				Total for Payment No.:		516.84

Payment No: 729102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WATERSAVERS IRRIGATION INC	00583549	3293036-00	PVC CROSS FITTINGS	General Fund	11.56
2025-09-26	WATERSAVERS IRRIGATION INC	00583552	3280429-00	PVC FITTINGS	General Fund	498.40
				Total for Payment No.:		509.96

Payment No: 728934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JOHN STANTON	00584059	12886AUG2025	ARPOC CONFERENCE	General Fund	503.90
				Total for Payment No.:		503.90

Payment No: 728933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JAMES GARDNER	00584044	21308AUG2025	ARPOC CONFERENCE	General Fund	503.90
				Total for Payment No.:		503.90

Payment No: 728923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ANTHONY PARKER	00584041	14262AUG2025	ARPOC CONFERENCE	General Fund	503.90
				Total for Payment No.:		503.90

Payment No: 034628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ALEKSANDRA SOYKIN, PHD	00584288	100-14	CLIENT# 100 SESSIONS 11-12	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 729169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	HOLLY WOOD MARRIAGE AND	00583887	0009891023-004	CLIENT#9891023 SESSION# 7-8	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 729162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	EMERGENCY MEDICAL SERVICES	00583867	EMSA-888-1235	PARAMEDIC RECERTIFICATIONS	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 729331

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	JOSH HIGGINS	00585376	18430SEP2025	NARC UNIT SUPERVISOR SAN DIEGO	General Fund	494.95
				Total for Payment No.:		494.95

Payment No: 034518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GRAINGER-SAN JOSE	00583977	9557504140	SUPPLIES	General Fund	308.58
2025-10-03	GRAINGER-SAN JOSE	00583978	9642627872	SUPPLIES	General Fund	153.03
2025-10-03	GRAINGER-SAN JOSE	00583979	9642627864	SUPPLIES	General Fund	31.83
				Total for Payment No.:		493.44

Payment No: 034467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	R & R INDUSTRIES INC	00584006	697736	VEST, SURVEYOR SAFETY, MEDIUM	Water Utility	177.05
2025-09-26	R & R INDUSTRIES INC	00584006	697736	VEST, SURVEYOR SAFETY, LARGE S	Water Utility	132.78
2025-09-26	R & R INDUSTRIES INC	00584006	697736	VEST, SURVEYOR SAFETY, X-LARGE	Water Utility	132.78
2025-09-26	R & R INDUSTRIES INC	00584006	697736	FREIGHT	Water Utility	43.76
				Total for Payment No.:		486.37

Payment No: 034666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SAN JOSE MAILING	00585268	8334	4503 CHEENEY STREET TAXABLE	General Fund	95.71
2025-10-17	SAN JOSE MAILING	00585268	8334	4503 CHEENEY STREET NONTAXABLE	General Fund	379.41
				Total for Payment No.:		475.12

Payment No: 728926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CHRISTIAN CECCHI	00584031	39598SEP2025	INSTRUCTOR 1 IN-SRVC TRAINING	General Fund	475.00
				Total for Payment No.:		475.00

Payment No: 728985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SANDRA RICHARDSON	00584287	00074620-01 UTILITY REFUND A	UTILITY REFUND	General Fund	469.43
				Total for Payment No.:		469.43

Payment No: 034438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FLAMM, DAVID S	00584054	40404SEP2025	NATIONAL HOMELAND SEC CONF	Other City Dept Op Grant Fund	468.00
				Total for Payment No.:		468.00

Payment No: 729272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GOLDEN GATE TRUCK CENTER	00584087	FA005355143:01	PARTS - V#2938	Fleet Operation Fund	320.38
2025-10-10	GOLDEN GATE TRUCK CENTER	00584088	FA005350225:01	PARTS - V#2822	Fleet Operation Fund	138.74
				Total for Payment No.:		459.12

Payment No: 729328

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ZORO TOOLS INC.	00584320	INV16622205	LITHIUM BATTERY	General Fund	175.15
2025-10-10	ZORO TOOLS INC.	00584325	INV17315201	CLEANING CLOTHS	General Fund	275.27
				Total for Payment No.:		450.42

Payment No: 729216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ANNA R KELLER	00584796	40588SEP2025	CO. OFFICER 2D INSERVICE TRAIN	General Fund	450.00
				Total for Payment No.:		450.00

Payment No: 728935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MITCH FLAHERTY	00584117	39423SEP2025	INSTRUCTOR 1 IN-SVC REIMBURSE	General Fund	450.00
				Total for Payment No.:		450.00

Payment No: 728924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BRYAN LANDAVERDE	00584118	39427SEP2025	CMPNY OFFICER 2D IN-SVC REIMB	General Fund	450.00
				Total for Payment No.:		450.00

Payment No: 034420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BELL ELECTRICAL SUPPLY, INC.	00583484	5858279	SUPPLIES	General Fund	441.53
				Total for Payment No.:		441.53

Payment No: 729300

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	REGENTS OF THE UNIV OF CALIF	00584922	IN00417790	LEGAL REFERENCES SEP 2025	General Fund	421.08
				Total for Payment No.:		421.08

Payment No: 729231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VAN H HUYNH	00584742	40586SEP2025	INSTRUCTR 1 IN-SVC TRAIN REIMB	General Fund	410.97
				Total for Payment No.:		410.97

Payment No: 729230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SEAN M TRACY	00584794	40095SEP2025	INSTRUCTOR 1 IN SERVICE TRAINI	General Fund	410.97
				Total for Payment No.:		410.97

Payment No: 729228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	RACHEL E BERGLUND	00584740	40581SEP2025	INSTRUCTR 1 IN-SVC TRAIN REIMB	General Fund	410.97
				Total for Payment No.:		410.97

Payment No: 729220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FERNANDO RUBALCABA	00584934	42427SEP2025	INTERMENT RIGHTS FOR 2 CREMATI	Cemetery	325.00
2025-10-10	FERNANDO RUBALCABA	00584934	42427SEP2025	SALES TAXES	Cemetery	2.48
2025-10-10	FERNANDO RUBALCABA	00584934	42427SEP2025	RECORDING FEE	Cemetery	50.00
2025-10-10	FERNANDO RUBALCABA	00584934	42427SEP2025	PLASTIC FLOWER VASE	Cemetery	30.00
				Total for Payment No.:		407.48

Payment No: 034495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	INTL FIREFIGHTERS LOCAL 1171	00584654	08/31/25-09/27/25A	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	405.00
				Total for Payment No.:		405.00

Payment No: 728932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HENRY S FIGUEROA	00584042	40583SEP2025	COMPANY OFFICER 2D IN-SERVICE	General Fund	399.00
				Total for Payment No.:		399.00

Payment No: 729267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	FAST UNDERCAR SANTA CLARA	00584085	969866	PARTS - V#3474	Fleet Operation Fund	47.97
2025-10-10	FAST UNDERCAR SANTA CLARA	00584086	969952	PARTS - V#3322	Fleet Operation Fund	43.00
2025-10-10	FAST UNDERCAR SANTA CLARA	00584155	970283	PARTS - STOCK	Fleet Operation Fund	289.74
2025-10-10	FAST UNDERCAR SANTA CLARA	00584155	970283	CA BATTERY FEE	Fleet Operation Fund	2.00
				Total for Payment No.:		382.71

Payment No: 034488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WESTERN STATES OIL CO	00583810	509290	FLEET - FUEL - PD MOTORS	Fleet Operation Fund	380.29
				Total for Payment No.:		380.29

Payment No: 728990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	THE POP PLUG LLC	00584233	18066-14 UTILITY REFUND	UTILITY REFUND	General Fund	378.37
				Total for Payment No.:		378.37

Payment No: 728949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BECKER, BRUCE A	00584284	00074472-01 UTILITY REFUND	UTILITY REFUND	General Fund	363.18
				Total for Payment No.:		363.18

Payment No: 729223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	JENNIFER PANKO	00584817	12364SEP2025	REIMB FIRE RESCUE INTL CONFERE	Fire Operating Grant Fund	355.29
				Total for Payment No.:		355.29

Payment No: 034663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	MUNICIPAL MAINTENANCE EQUIPMNT	00584447	041645	PARTS - V3413	Fleet Operation Fund	348.40
				Total for Payment No.:		348.40

Payment No: 729335

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PRIYA ROBLES	00585116	41214SEP2025	9-2 - 9-5-25 WLLE CONF SAN DIE	General Fund	337.69
				Total for Payment No.:		337.69

Payment No: 729229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	RICHARD FITTING	00584862	1044SEP2025	HSSE FIFA PREPARATION	General Fund	134.00
2025-10-10	RICHARD FITTING	00584909	1044SEP2025A	SAETY & SECURITY WORKSHOP	General Fund	202.13
				Total for Payment No.:		336.13

Payment No: W26070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MISSIONSQUARE RETIREMENT	00584643	09/14/25-09/27/25	WT: B2520 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: 729197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ROYAL BRASS INC	00583802	00368797	FLEET - PARTS - V3288	Fleet Operation Fund	136.15
2025-10-03	ROYAL BRASS INC	00583802	00368797	FLEET - PARTS - V3288 NON-TAX	Fleet Operation Fund	81.00
2025-10-03	ROYAL BRASS INC	00583854	00369208	FLEET - PARTS - V2823	Fleet Operation Fund	112.69
				Total for Payment No.:		329.84

Payment No: 034637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CINTAS CORP #630	00584704	4244496805	UNIFORMS	General Fund	149.82
2025-10-17	CINTAS CORP #630	00584711	4243687328	UNIFORM SERVICES	General Fund	59.00
2025-10-17	CINTAS CORP #630	00584712	4244496842	UNIFORM SERVICES	General Fund	59.00
2025-10-17	CINTAS CORP #630	00584713	4245201670	UNIFORM SERVICES	General Fund	59.00
				Total for Payment No.:		326.82

Payment No: 729248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	BLUETRITON BRANDS INC	00584154	0518720330558	FLEET WATER SERVICE	Fleet Operation Fund	321.26
				Total for Payment No.:		321.26

Payment No: 034528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MUNICIPAL MAINTENANCE EQUIPMNT	00583842	041250	FLEET - PARTS - V3182	Fleet Operation Fund	313.68
				Total for Payment No.:		313.68

Payment No: 729416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SANTA CLARA LIGHTING, INC.	00584473	35337	LED RETROFIT KIT	General Fund	104.60
2025-10-17	SANTA CLARA LIGHTING, INC.	00584478	35308	LU150/55/ECO	General Fund	113.27
2025-10-17	SANTA CLARA LIGHTING, INC.	00584707	35364	SUPPLIES	General Fund	94.94
				Total for Payment No.:		312.81

Payment No: 034504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	BELL ELECTRICAL SUPPLY, INC.	00583973	5872816	PD	General Fund	312.23
				Total for Payment No.:		312.23

Payment No: 729224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	JOSEPH M OLIVER	00584832	2015SEP2025	ARPOC CONFERENCE	General Fund	309.86
				Total for Payment No.:		309.86

Payment No: 729422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SUNNYVALE FORD	00584458	263680	PARTS - V3343	Fleet Operation Fund	53.01
2025-10-17	SUNNYVALE FORD	00584459	263671	PARTS - V3536	Fleet Operation Fund	52.59
2025-10-17	SUNNYVALE FORD	00584494	263991	PARTS - V3484	Fleet Operation Fund	202.93
				Total for Payment No.:		308.53

Payment No: 729139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PRN INTERMEDIATE HOLDCO, INC	00584521	09092577095	1 ERGONOMIC EVLUATION 8/11/25	General Fund	300.00
				Total for Payment No.:		300.00

Payment No: 728989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TENG WONGG	00584255	54169-13 UTILITY REFUND	UTILITY REFUND	General Fund	296.28
				Total for Payment No.:		296.28

Payment No: 729374

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CLUB PRECISION REPAIR	00584609	SCPOA-250923-PM-INV	Maintenance	General Fund	295.00
				Total for Payment No.:		295.00

Payment No: 034510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CINTAS CORP #630	00583970	4242169931	UNIFORM SERVICES	General Fund	59.00
2025-10-03	CINTAS CORP #630	00583971	4242948570	UNIFORM SERVICES	General Fund	59.00
2025-10-03	CINTAS CORP #630	00583974	4243687304	UNIFORMS	General Fund	53.29
2025-10-03	CINTAS CORP #630	00583976	4243427522	UNIFORMS	General Fund	121.98
				Total for Payment No.:		293.27

Payment No: 729188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NATIONAL TRENCH SAFETY LLC	00584512	1139258	AS-NEEDED SHORING EQUIPMENT FO	Water Utility	283.62
				Total for Payment No.:		283.62

Payment No: 728994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WILLIAM A FEKETE	00584253	51783-01 UTILITY REFUND	UTILITY REFUND	General Fund	281.08
				Total for Payment No.:		281.08

Payment No: 729337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SYLVIA NISHIGAYA	00585118	33177SEP2025	9-2 - 9-5-25 WLLE CONF SAN DIE	General Fund	279.72
				Total for Payment No.:		279.72

Payment No: 729332

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	KANAKA GURUPRASATH	00585113	42376SEP2025	9-2 - 9-5-25 WLLE CONF SAN DIE	General Fund	279.68
				Total for Payment No.:		279.68

Payment No: 034523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	LYDIA ADKINS PSYCHOTHERAPY	00583883	1028-2025-002	CLIENT# 1028 SESSION# 3-4	General Fund	275.00
				Total for Payment No.:		275.00

Payment No: 729243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ALLIED AUTO STORES	00584153	01IG2298	PARTS - V3518	Fleet Operation Fund	267.73
				Total for Payment No.:		267.73

Payment No: 729118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	METLIFE INDIVIDUAL LONG TERM	00584658	19647956OCT2025	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 034677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNITY COURIER SERVICE INC	00584534	36143	LINK + DELIVERY	General Fund	262.48
				Total for Payment No.:		262.48

Payment No: 034622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	UNITY COURIER SERVICE INC	00584213	35606	LINK + DELIVERY	General Fund	262.48
				Total for Payment No.:		262.48

Payment No: 034558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	AIR FILTER SUPPLY INC	00584299	#IN1031459	SUPPLIES	General Fund	247.94
				Total for Payment No.:		247.94

Payment No: 729334

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PATRICIA FOSTER	00585115	42375SEP2025	9-2 - 9-5-25 WLLE CONF SAN DIE	General Fund	246.75
				Total for Payment No.:		246.75

Payment No: 728997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ZHOU, BOWEN	00584247	42327-02 UTILITY REFUND	UTILITY REFUND	General Fund	241.34
				Total for Payment No.:		241.34

Payment No: 728954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EDWIN TAY	00584270	71532-07 UTILITY REFUND	UTILITY REFUND	General Fund	231.50
				Total for Payment No.:		231.50

Payment No: 728969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KANG, CHIH KAI	00584286	00084941-02 UTILITY REFUND	UTILITY REFUND	General Fund	230.37
				Total for Payment No.:		230.37

Payment No: 034457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - ADDITIONAL FU	[redacted]	[redacted]
				Total for Payment No.:		229.95

Payment No: 728982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RELATED CALIFORNIA	00584239	24496-11 UTILITY	UTILITY REFUND	General Fund	229.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND B			
				Total for Payment No.:		229.22

Payment No: 034426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CINTAS CORP #630	00583485	4242948559	UNIFORMS	General Fund	53.29
2025-09-26	CINTAS CORP #630	00583486	4242675477	UNIFORMS	General Fund	121.98
2025-09-26	CINTAS CORP #630	00583487	4242169898	UNIFORMS	General Fund	53.29
				Total for Payment No.:		228.56

Payment No: 729371

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CENTER FOR TRAUMA ANXIETY AND STRESS	00584289	11	CLIENT# 031701 SESSION #2	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 034624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	WESTERN STATES OIL CO	00584092	509920	FUEL - P.D. MOTORS ENTRY	Fleet Operation Fund	215.77
				Total for Payment No.:		215.77

Payment No: 728945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ABHYUDAYA CHODISETTI	00584275	78332-02 UTILITY REFUND	UTILITY REFUND	General Fund	215.41
				Total for Payment No.:		215.41

Payment No: 729330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	JAMES SITLER	00585112	18438SEP2025	9-3 to 9-5-25 FIELD TRAIN REIM	General Fund	215.00
				Total for Payment No.:		215.00

Payment No: 729299

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	REED & GRAHAM INC	00583942	116532	MATERIALS - STREET - N11499	General Fund	209.02
				Total for Payment No.:		209.02

Payment No: 034548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	UNITED REFRIGERATION INC	00583989	15321490-00	SUPPLIES	General Fund	205.66
				Total for Payment No.:		205.66

Payment No: 728966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JIM HENDRY	00584246	41357-09 UTILITY REFUND	UTILITY REFUND	General Fund	196.10
				Total for Payment No.:		196.10

Payment No: 728928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DAVID SCHNEIDER	00584043	15508AUG2025	ARPOC CONFERENCE	General Fund	194.50
				Total for Payment No.:		194.50

Payment No: 729063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	OIL CHANGERS	00583811	33278AUG2025	FLEET - OIL CHANGES	Fleet Operation Fund	189.00
				Total for Payment No.:		189.00

Payment No: 729420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	STANDARD PLUMBING SUPPLY CO	00584675	ZJJW88	PLUMBING PIPE FITTINGS	General Fund	186.61
				Total for Payment No.:		186.61

Payment No: 034615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	SAITECH INC	00584734	58457	ADDITIONAL AS-NEEDED LICENSES	Sewer Utility	63.00
2025-10-10	SAITECH INC	00584735	58458	ADDITIONAL AS-NEEDED LICENSES	Sewer Utility	63.00
2025-10-10	SAITECH INC	00584854	58611	ADDITIONAL AS-NEEDED LICENSES	Sewer Utility	22.93
2025-10-10	SAITECH INC	00584854	58611	ADDITIONAL AS-NEEDED LICENSES	Information Technology Service	35.07
				Total for Payment No.:		184.00

Payment No: 729409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	RELATIONSHIP THERAPY CENTER	00584295	83329	CLIENT# 625 SESSION#12	General Fund	170.00
				Total for Payment No.:		170.00

Payment No: 729070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RELATIONSHIP THERAPY CENTER	00583416	82847	CLIENT# 625 SESSION #11	General Fund	170.00
				Total for Payment No.:		170.00

Payment No: 729082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SHUN YE	00583717	42231SEP2025	Tech fee - PC BDIV & Permit	General Fund	163.55
				Total for Payment No.:		163.55

Payment No: 729066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PRANAV ALEKARI	00583559	42224SEP2025	Tech Fee - PC BDIV & Permit	General Fund	156.59
				Total for Payment No.:		156.59

Payment No: 728963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HUNTER, DENNIS	00584285	00084346-01 UTILITY REFUND	UTILITY REFUND	General Fund	152.79
				Total for Payment No.:		152.79

Payment No: 729345

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA FRANCHISE TAX BOARD	00585392	09/28/25-10/11/25MR	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 729336

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SEAN MENDELSON	00585096	1 2025 ? Halloween Party	CHANGE ORDER #8: ADDITIONAL FU	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 729320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VERIZON WIRELESS	00584073	9022412186	GPS Locate 2506190017	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 729319

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	VERIZON WIRELESS	00584072	9022410246	GPS Locate 2506190017	General Fund	150.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		150.00

Payment No: 729210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	VERIZON WIRELESS	00583846	9022412966	GPS Locate 2508030029	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 729129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA FRANCHISE TAX BOARD	00584649	09/14/25-09/27/25MR	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 728979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NORA REDER	00584243	32992-34 UTILITY REFUND	UTILITY REFUND	General Fund	149.98
				Total for Payment No.:		149.98

Payment No: 728992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WANG, YANG	00584271	73124-07 UTILITY REFUND	UTILITY REFUND	General Fund	138.11
				Total for Payment No.:		138.11

Payment No: 728967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JONHYUN KIM	00584249	43833-03 UTILITY REFUND	UTILITY REFUND	General Fund	138.07
				Total for Payment No.:		138.07

Payment No: 729440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	ZORO TOOLS INC.	00584496	INV17320589	STEEL TRASHCANS	General Fund	136.35
				Total for Payment No.:		136.35

Payment No: 728975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	M'S BODY SHOP	00584234	18199-01 UTILITY REFUND	UTILITY REFUND	General Fund	134.67
				Total for Payment No.:		134.67

Payment No: 728957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	GHOFRANI, MOHSEN	00584283	00084529-02 UTILITY REFUND	UTILITY REFUND	General Fund	134.12
				Total for Payment No.:		134.12

Payment No: 729227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MCGUIRE, ANDREW	00584858	29037SEP2025	HSSE FIFA PREPARATION	General Fund	134.00
				Total for Payment No.:		134.00

Payment No: 729226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	MAXIMILLIAM NIELEPKO	00584861	30392SEP2025	HSSE FIFA PREPARATION	General Fund	134.00
				Total for Payment No.:		134.00

Payment No: 729222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	GREG DEGER	00584860	17266SEP2025	HSSE FIFA PREPARATION	General Fund	134.00
				Total for Payment No.:		134.00

Payment No: 729217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	ARIC ENOS	00584859	15569SEP2025	HSSE FIFA PREPARATION	General Fund	134.00
				Total for Payment No.:		134.00

Payment No: 729376

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	COUNTY OF SANTA CLARA	00584620	1800095196	Plaque Engraving	General Fund	131.25
				Total for Payment No.:		131.25

Payment No: 729020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		130.50

Payment No: 729157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CRIME SCENE CLEANERS INC	00583935	94304	clean veh 3579	General Fund	130.00
				Total for Payment No.:		130.00

Payment No: 728978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NANAMI AKIBA	00584272	75541-06 UTILITY REFUND	UTILITY REFUND	General Fund	125.69
				Total for Payment No.:		125.69

Payment No: 729057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MUSSON THEATRICAL	00584145	INV592	Incidental Theater Purchases v	General Fund	125.49
				Total for Payment No.:		125.49

Payment No: 729341

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA FRANCHISE TAX BOARD	00585383	09/28/25-10/11/25CB	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 729125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA FRANCHISE TAX BOARD	00584645	09/14/25-09/27/25CB	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 728952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DAMIAN AROSA	00584245	37174-06 UTILITY REFUND	UTILITY REFUND	General Fund	123.84
				Total for Payment No.:		123.84

Payment No: 034579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	CINTAS CORP #630	00584300	4244156721	UNIFORMS	General Fund	121.98
				Total for Payment No.:		121.98

Payment No: 728959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HAMAMURA, KEITARO	00584228	13902-30 UTILITY REFUND	UTILITY REFUND	General Fund	117.22
				Total for Payment No.:		117.22

Payment No: 034602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	LINDE GAS & EQUIPMENT INC.	00584322	52169997	GAS CYLINDER RENTAL	General Fund	115.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		115.71

Payment No: 034676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UNITED REFRIGERATION INC	00584709	15479344-00	FS 1	General Fund	15.21
2025-10-17	UNITED REFRIGERATION INC	00584710	15352692-00	SUPPLIES	General Fund	98.75
				Total for Payment No.:		113.96

Payment No: 729142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ADI	00583972	300807448	CENTRAL LIB	General Fund	113.48
				Total for Payment No.:		113.48

Payment No: 728971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KENJI MURATA	00584273	76924-07 UTILITY REFUND	UTILITY REFUND	General Fund	113.38
				Total for Payment No.:		113.38

Payment No: 729147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	BAKER SUPPLIES AND REPAIRS	00583830	943616	FLEET - PARTS - STOCK	Fleet Operation Fund	109.13
				Total for Payment No.:		109.13

Payment No: 729325

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	XIN YANG	00584196	42245SEP2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
2025-10-10	XIN YANG	00584198	42245SEP2025A	Tech Fee - PC BDIV & Permit	General Fund	100.93
				Total for Payment No.:		105.63

Payment No: 728981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PARCEL DEPOT	00584252	48945-02 UTILITY REFUND	UTILITY REFUND	General Fund	104.23
				Total for Payment No.:		104.23

Payment No: 729435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	UPS SUPPLY CHAIN SOLUTIONS INC	00585186	00009882E5395A	DELIVERY CITY CLERK	General Fund	46.69
2025-10-17	UPS SUPPLY CHAIN SOLUTIONS INC	00585186	00009882E5395A	DELIVERY WATER	Water Utility	57.51
				Total for Payment No.:		104.20

Payment No: 729314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	UC REGENTS-UC COOPERATIVE EXTENSION	00584104	20250502CEP-A	COMPOST EDUCATION	Solid Waste Program	104.00
				Total for Payment No.:		104.00

Payment No: 729317

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	UPS SUPPLY CHAIN SOLUTIONS INC	00584791	00009882E5385A	DELIVERY CHARGES: CITY CLERK	General Fund	21.69
2025-10-10	UPS SUPPLY CHAIN SOLUTIONS INC	00584791	00009882E5385A	WATER	Water Utility	82.15
				Total for Payment No.:		103.84

Payment No: 729121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SAMUEL MICELI	00584515	30788	1 PAIR OF BAUER BDU PANTS	General Fund	102.81
				Total for Payment No.:		102.81

Payment No: 728958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HAEKYUNG CHUNG	00584281	83432-02 UTILITY REFUND	UTILITY REFUND	General Fund	100.94
				Total for Payment No.:		100.94

Payment No: 729347

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SANTA CLARA CO SHERIFFS DEPT	00585398	09/28/25-10/11/25PR	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 729158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DEBORAH ROSE	00584387	42112SEP2025	PICNIC PERMIT DEPOSIT REFUND	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 729131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SANTA CLARA CO SHERIFFS DEPT	00584652	09/14/25-09/27/25PR	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 034530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NI GOVERNMENT SERVICES	00583934	25082908551	satellite phone fee	General Fund	98.41
				Total for Payment No.:		98.41

Payment No: 729392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	INSTANT STORAGE SERVICE	00584592	155403	Storage Container	General Fund	92.76
				Total for Payment No.:		92.76

Payment No: 729194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PRAJWAL SIDDARAJU	00583345	42124SEP2025	Reimbursement for livescan	General Fund	89.00
				Total for Payment No.:		89.00

Payment No: 728962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	HU, BO	00584259	56826-20 UTILITY REFUND	UTILITY REFUND	General Fund	83.67
				Total for Payment No.:		83.67

Payment No: 728955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	FEI LI	00584278	79691-06 UTILITY REFUND	UTILITY REFUND	General Fund	83.53
				Total for Payment No.:		83.53

Payment No: 728948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	AJ CAMARDA	00584242	26070-15 UTILITY REFUND	UTILITY REFUND	General Fund	82.42
				Total for Payment No.:		82.42

Payment No: 728991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	TOMAS ELIAS CHICOJ TIRIUIZ	00584250	44597-19 UTILITY REFUND	UTILITY REFUND	General Fund	81.28
				Total for Payment No.:		81.28

Payment No: 728983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ROBERT MATSUZAKI	00584282	00074008-01 UTILITY	UTILITY REFUND	General Fund	80.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND D			
				Total for Payment No.:		80.96

Payment No: 729114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	GREGORY CASTRO	00583915	42368SEP2025	LEAK CREDIT SEP 2025	Water Utility	80.10
				Total for Payment No.:		80.10

Payment No: 729357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	PG&E	00584688	0541963339-0SEP2025	TS @ CALVERT/CALVERT	General Fund	77.58
				Total for Payment No.:		77.58

Payment No: 729386

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	FLEETPRIDE, INC.	00584437	128929284	PARTS - V3413	Fleet Operation Fund	77.47
				Total for Payment No.:		77.47

Payment No: 729137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	PG&E	00583957	0541963339-0 AUG2025	TS @ CALVERT/CALVERT	General Fund	76.12
				Total for Payment No.:		76.12

Payment No: 729343

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA FRANCHISE TAX BOARD	00585390	09/28/25-10/11/25CG	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 729127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA FRANCHISE TAX BOARD	00584647	09/14/25-09/27/25CG	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 729119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	NESTOR CAMACHO-CARRILLO	00583912	38248SEP2025	REIMBURSEMENT FOR WTR CLASS	Water Utility	75.00
				Total for Payment No.:		75.00

Payment No: 729417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	SCP DISTRIBUTORS LLC	00584680	36169296	POOL CONDITIONER	General Fund	74.73
				Total for Payment No.:		74.73

Payment No: 729018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	CENTURY GRAPHICS	00583728	63288	Ash Jacket	General Fund	73.57
				Total for Payment No.:		73.57

Payment No: 729093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	THE SOURCING GROUP LLC	00583512	725529	BUSINESS CARDS - DOMINIC BARBA	General Fund	70.93
				Total for Payment No.:		70.93

Payment No: 728947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ADITYA MOREY	00584268	70490-10 UTILITY REFUND	UTILITY REFUND	General Fund	70.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		70.00

Payment No: 728970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KENIA DOHORCUEZ	00584244	36687-31 UTILITY REFUND	UTILITY REFUND	General Fund	68.79
				Total for Payment No.:		68.79

Payment No: 729177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	JOHNSTONE SUPPLY	00583985	25-S101119208.001	SUPPLIES	General Fund	66.75
				Total for Payment No.:		66.75

Payment No: 729076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SANTA CLARA LIGHTING, INC.	00583514	35162	TOOLS	General Fund	66.46
				Total for Payment No.:		66.46

Payment No: 728993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	WENGE WU	00584251	44752-08 UTILITY REFUND	UTILITY REFUND	General Fund	60.89
				Total for Payment No.:		60.89

Payment No: 729100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	UPS SUPPLY CHAIN SOLUTIONS INC	00584032	00009882E5365A	DELIVERY CHARGES	General Fund	46.65
				Total for Payment No.:		46.65

Payment No: 729065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PETERSON CAT	00583535	PC001907302	PARTS - V#3253	Fleet Operation Fund	57.36
				Total for Payment No.:		57.36

Payment No: 729081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SHIYI YUAN	00583561	42230SEP2025	Tech Fee - PC BDIV & Permit	General Fund	56.83
				Total for Payment No.:		56.83

Payment No: 034454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LINDE GAS & EQUIPMENT INC.	00583526	51610866	LABOR/FEES - SHOP	Fleet Operation Fund	53.27
2025-09-26	LINDE GAS & EQUIPMENT INC.	00583526	51610866	PAPER INV FEE	Fleet Operation Fund	2.18
				Total for Payment No.:		55.45

Payment No: 729111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	DARREN AALTO	00583344	42155SEP2025	Livescan reimbursement	General Fund	55.00
				Total for Payment No.:		55.00

Payment No: 729050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KHOA TRAN	00583435	42209SEP2025	Tech Fee - PC BDIV & Permit	General Fund	54.24
				Total for Payment No.:		54.24

Payment No: 729058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NAKUL MAHIMKER	00583558	11737SEP2025	Tech Fee - PC BDIV & Permit	General Fund	51.48
				Total for Payment No.:		51.48

Payment No: 729006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ALLIED AUTO STORES	00583496	01ID5442	PARTS - V#3515	Fleet Operation Fund	50.37
				Total for Payment No.:		50.37

Payment No: 729400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	NASTICH LAW, A PROFESSIONAL	00585329	1449	ADMINISTRATION CITATION HEARIN	General Fund	50.00
				Total for Payment No.:		50.00

Payment No: 729340

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	AMN HEALTHCARE LANGUAGE	00584294	SIN744154	09/2025 MONTHLY FEE	General Fund	50.00
				Total for Payment No.:		50.00

Payment No: 729087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STEVENS CREEK CHEVROLET	00583804	233217-1	FLEET - PARTS - V3414	Fleet Operation Fund	47.14
				Total for Payment No.:		47.14

Payment No: 729209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	UPS SUPPLY CHAIN SOLUTIONS INC	00584514	00009882E5375A	DELIVERY CHARGES: CITY CLERK	General Fund	46.69
				Total for Payment No.:		46.69

Payment No: 034542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	SUMMIT UNIFORMS	00583880	32078	Crossing GD. Uniform	General Fund	45.94
				Total for Payment No.:		45.94

Payment No: 729368

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BELKORP AG LLC	00584513	1131642	PARTS - STAD008	Fleet Operation Fund	42.43
				Total for Payment No.:		42.43

Payment No: 729178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	KALL8	00583797	E42516073125	Monthly Q Card	General Fund	20.85
2025-10-03	KALL8	00583798	E42516083125	Monthly Q Card	General Fund	20.71
				Total for Payment No.:		41.56

Payment No: 729365

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BAKER SUPPLIES AND REPAIRS	00584431	943471	PARTS - V3737	Fleet Operation Fund	39.38
				Total for Payment No.:		39.38

Payment No: 034610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PENINSULA BUILDING MATERIALS	00584089	262410	WATTLE	Fleet Operation Fund	39.29
				Total for Payment No.:		39.29

Payment No: 728995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	YASH JARIWALA	00584277	79613-06 UTILITY REFUND	UTILITY REFUND	General Fund	33.00
				Total for Payment No.:		33.00

Payment No: 728972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KUSHAGRA GUPTA	00584241	24803-22 UTILITY REFUND	UTILITY REFUND	General Fund	32.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		32.50

Payment No: 729237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	PG&E	00584346	8978316890-2 SEPT 2025	2025 SEPT PG&E 700 LOS ESTEROS	Sewer Utility	31.12
				Total for Payment No.:		31.12

Payment No: 034632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	BADGER METER INC	00584573	90065643	2025 REVERSED INVOICE FOR JUNE	Water Utility	-11.83
2025-10-17	BADGER METER INC	00585309	80203288	CELLULAR SERVICE FEES FOR SMAR	Water Utility	13.65
2025-10-17	BADGER METER INC	00585311	80206312	CELLULAR SERVICE FEES FOR SMAR	Water Utility	13.65
2025-10-17	BADGER METER INC	00585315	80212497	CELLULAR SERVICE FEES FOR SMAR	Water Utility	13.65
				Total for Payment No.:		29.12

Payment No: 729145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	ALLIED AUTO STORES	00583828	01IF7755	FLEET - PARTS - V3520	Fleet Operation Fund	26.34
				Total for Payment No.:		26.34

Payment No: 728976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MIN KIM	00584235	24318-17 UTILITY REFUND	UTILITY REFUND	General Fund	26.12
				Total for Payment No.:		26.12

Payment No: 729003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	PG&E	00583770	1086875099-2SEP2025	PG&E Lawrence Station	LawrenceStation MaintenanceCFD	26.05
				Total for Payment No.:		26.05

Payment No: 729048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JOHN MACARAEG	00583433	42199SEP2025	Tech fee - PC BDIV & Permit	General Fund	24.24
				Total for Payment No.:		24.24

Payment No: 728984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	RONALD WU	00584248	43436-13 UTILITY REFUND	UTILITY REFUND	General Fund	21.54
				Total for Payment No.:		21.54

Payment No: 729059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NAPA AUTO PARTS	00583534	037426	PARTS - V#3475	Fleet Operation Fund	20.18
				Total for Payment No.:		20.18

Payment No: 728953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	EDWARD REYES	00584274	77330-07 UTILITY REFUND	UTILITY REFUND	General Fund	19.83
				Total for Payment No.:		19.83

Payment No: 729306

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	STANDARD PLUMBING SUPPLY CO	00583991	ZGY389	HANDICAP WRAP	General Fund	19.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		19.49

Payment No: 728950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	BROTH INC	00584232	18025-11 UTILITY REFUND	UTILITY REFUND	General Fund	18.81
				Total for Payment No.:		18.81

Payment No: 728996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	YUANNONG XUE	00584269	71366-09 UTILITY REFUND	UTILITY REFUND	General Fund	15.66
				Total for Payment No.:		15.66

Payment No: 729029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DUNN-EDWARDS CORP	00583543	2011A21744	NYLON STRAINER	General Fund	15.29
				Total for Payment No.:		15.29

Payment No: 729128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	CA FRANCHISE TAX BOARD	00584648	09/14/25-09/27/25JP	WAGE ATTACHMENT B2520	Payroll Liability&ClearingAcct	14.35
				Total for Payment No.:		14.35

Payment No: 729282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-10	KATHY GUERRERO	00584908	42416SEP2025	CLASS CANCELLED REFUND	General Fund	13.00
				Total for Payment No.:		13.00

Payment No: 034525

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-03	MCCAMPBELL ANALYTICAL INC	00584501	2508807	Laboratory Services	Water Utility	12.00
				Total for Payment No.:		12.00

Payment No: 728946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	ADITHYA PRAKASH	00584229	14343-23 UTILITY REFUND	UTILITY REFUND	General Fund	11.99
				Total for Payment No.:		11.99

Payment No: 728977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	NADIYA KOMYSHENKO	00584260	58542-33 UTILITY REFUND	UTILITY REFUND	General Fund	10.93
				Total for Payment No.:		10.93

Payment No: 729084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SRINIVAS CHERVIRALA	00583718	42233SEP2025	Tech fee - PC BDIV & Permit	General Fund	7.75
				Total for Payment No.:		7.75

Payment No: 729092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	SUVANAN DUTTA	00583720	42235SEP2025	Tech fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	STEPHEN URIARTE	00583719	42234SEP2025	Tech fee - PC BDIV & permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	MEETI SHAH	00583541	42216SEP2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	KIM-AN TRUONG	00583437	42210SEP2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	JESSE CLAYTON	00583432	42195SEP2025	Tech fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	DIVYASREE CHIMMI	00583430	42183SEP2025	Tech fee - PC BDIV and Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-09-26	LLOYD SCATES	00583493	39205SEP2025	Tech Fee - PC BDIV & Permit	General Fund	4.55
				Total for Payment No.:		4.55

Payment No: 729344

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-17	CA FRANCHISE TAX BOARD	00585391	09/28/25-10/11/25JP	WAGE ATTACHMENT B2521	Payroll Liability&ClearingAcct	1.22
				Total for Payment No.:		1.22

All Other City Funds Group Total	**23,981,046.11**
Overall Total	**71,989,514.63**

25-1560 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Reports for September 2025 and Approve 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 September 2025 are submitted for your information. The financial reviews, as of September 30, 2025, 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 Reports provide 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 will include this information monthly in 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 September 30, 2025 (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 13.2% of the budget through September 2025. The revenue in some categories received through September account for activity that occurred in FY 2024/25 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to occur later in the fiscal year. While it is very early in the fiscal year and limited data is available, General Fund revenues are currently tracking within estimated levels. As shown in Monthly Financial Status Report, General Fund departmental expenditures were at 24.5% through September 2025 and are tracking at 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 16.1% of the budget through September 30, 2025, while total expenses were at 22.4%.

In September, donations of $2,725 were received, bringing total donations to $25,342.

While the October 2025 UCLA Anderson Forecast assumes no recession, it continues to identify significant risks to the forecast during this period of unprecedented change and uncertainty. These include trade uncertainty, concerns about the credibility of our central bank and government statistical agencies, the continued feasibility of the AI boom, and the potential impacts of domestic political strife. The forecast assumes modestly elevated levels of inflation and unemployment and lower GDP growth that begins to recover in mid-2026.

In the third estimate for the second quarter 2025, the Gross Domestic Product (GDP) increased at an annual rate of 3.8%, following a GDP decrease of 0.6% in the first quarter 2025. On a national level, the unemployment rate changed little from 4.2% in July 2025 to 4.3% in August 2025. In August, the number of unemployed persons totaled 7.4 million, up 2% from July 2025. The California unemployment rate was 5.5% for both July 2025 and August 2025. The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.7% in August 2025, down slightly from a revised 4.9% in July 2025, but unchanged from the August 2024 estimate of 4.7%. Due to the federal government shutdown, updated information is not available.

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 September 30, 2025 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for September 2025 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 4.13% in September.

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 - 1) in the Non-Departmental budget, reallocate funding from the separation payouts category to the materials, services, and supplies category to account for contractor costs for repairs to the City-owned property on Gianera Street, 2) recognize ambulance transport revenues and transfer those funds to the Vehicle Replacement Fund to replace a reserve fire engine, and 3) recognize Flexible Spending Account forfeiture funds and allocate those funds to the Human Resources Department to support employee health and wellness activities;
- Fire CUPA Fund - increase the materials, services, and supplies appropriation for office furniture and equipment costs associated with the three new positions added as part of the FY 2025/26 Adopted Operating Budget;
- Fire Development Services Fund - increase the materials, services, and supplies appropriation for office furniture and equipment costs associated with the three new positions added as part of the FY 2025/26 Adopted Operating Budget;
- Fire Operating Grant Trust Fund - recognize and appropriate Emergency Medical Services funding from the County to the Fire Department for the purchase of ambulance gurneys; and
- Vehicle Replacement Fund - recognize a transfer from the General Fund and appropriate the funding to replace a reserve fire engine.

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 September 2025 as presented; and
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 3 of the staff report):
   a. General Fund: reallocates funding in the Non-Departmental appropriation from the separation payouts budget to the materials, services, and supplies budget, recognizes ambulance transport revenues and transfers the funds to the Vehicle Replacement Fund to replace a reserve fire engine, and recognizes Flexible Spending Account forfeiture funds and appropriates those funds to the Human Resources Department for employee health and wellness activities, with a net impact of $118,700;

b. Fire CUPA Fund: increases the materials, services, and supplies appropriation and decreases the unrestricted ending fund balance, with a net impact of $0;
c. Fire Development Services Fund: increases the materials, services, and supplies appropriation and decreases the unrestricted ending fund balance, with a net impact of $0;
d. Fire Operating Grant Trust Fund: recognizes County Emergency Medical Services funding and appropriates the funds to the Fire Department, with a net impact of $33,332; and
e. Vehicle Replacement Fund: recognizes a transfer from the General Fund and allocates funding to replace a reserve fire engine, with a net impact of $100,000.

(5 Votes required for items 2.a-e with further details provided in Attachment 3)

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

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

City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

September 2025

City of Santa Clara

Financial Status Report as of September 30, 2025

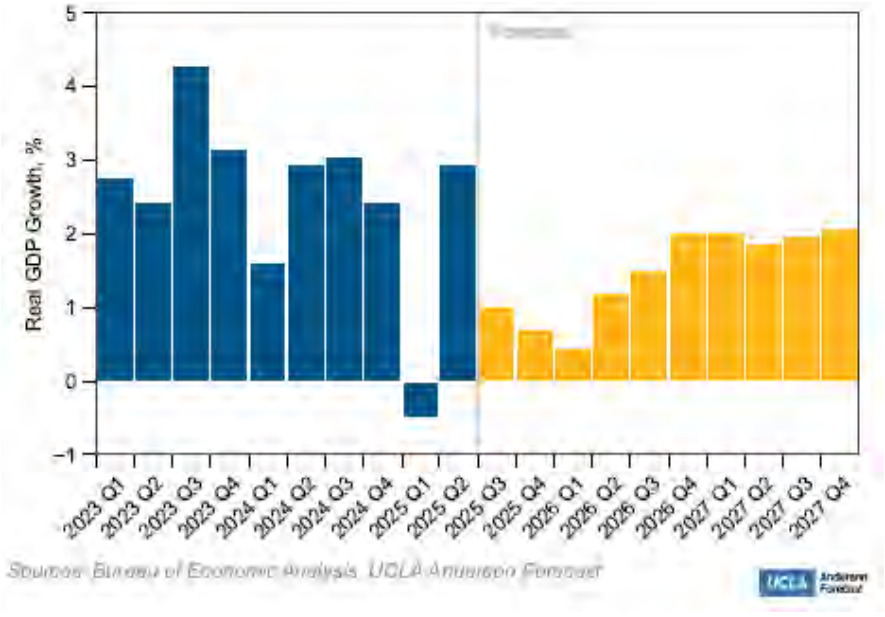
This report summarizes the City's financial performance for the month ended September 30, 2025. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, Internal Service Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

Economic Outlook

While the October 2025 UCLA Anderson Forecast assumes no recession, it continues to identify significant risks to the forecast during this period of unprecedented change and uncertainty. These include trade uncertainty, concerns about the credibility of our central bank and government statistical agencies, the continued feasibility of the AI boom, and the potential impacts of domestic political strife.

"The summer months have brought about a series of significant inflection points for the U.S. economy. The labor market deteriorated notably, marked by an outright decline in payroll employment in June. The inflationary trend pivoted, moving away from a path of gradual normalization and onto a rising trajectory. Finally, at his last Jackson Hole symposium as chairman of the Federal Open Market Committee, Jerome Powell signaled a stark change in monetary policy. In what is referred to as the "Powell Pivot", the Federal Reserve's focus has shifted to place a stronger emphasis on its employment mandate relative to its inflation mandate. This forecast is being produced at a time when more extreme scenarios have become increasingly plausible, even though they do not yet represent our baseline outlook. The risk of rising layoffs leading to a recession is now a tangible possibility. Even if a recession is avoided, the current pivot toward monetary easing sets the stage for what we anticipate will be a "stagflation-lite" regime, marking a period where both inflation and unemployment remain modestly elevated. Lastly, should the current administration's attempt to undermine the Federal Reserve's independence succeed, a full-blown stagflation scenario becomes a more significant risk."[1]

Quarterly Real GDP Growth Forecast
(Seasonally Adjusted Annual Rates)



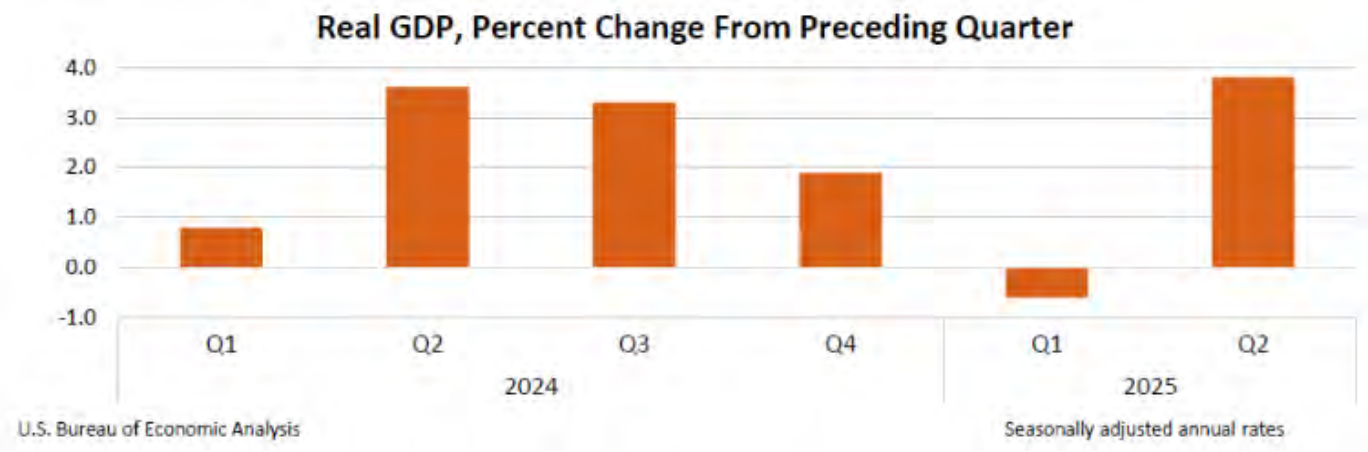
The UCLA Forecast assumes Gross Domestic Product (GDP) growth of 1% in third quarter of 2025, followed by lower growth in the winter as the cost of tariffs fully take hold. Growth is expected to recover in mid-2026 and reach 2% by the fourth quarter of 2026.

[1] UCLA Anderson Forecast for the Nation, Fall 2025 Report: A Summer of Inflection Points

The Conference Board (TCB) Economic Forecast for the US Economy also assumes a slowdown in GDP growth, with 1.9% growth projected for the third quarter 2025, 0.5% growth projected for the fourth quarter 2025, and quarterly growth ranging from 1.3% to 1.6% in 2026. "Higher tariffs and uncertainty are expected to weigh on real GDP growth in late 2025 and early 2026, despite economic activity appearing to be on a somewhat firmer trajectory earlier this year. Consumers will bear the brunt of higher prices, with the largest impacts projected in Q4 2025 through Q3 2026. Fiscal policy is expected to only modestly offset these effects. While the unemployment rate remains low, the sharp decline in employment gains over the last few months creates downside risks to the labor market."[2]

In the second quarter 2025 third estimate, the Gross Domestic Product (GDP) increased at an annual rate of 3.8%, following a GDP decrease of 0.6% in the first quarter. The increase in real GDP primarily reflected a decrease in imports, which are a subtraction in the calculation of GDP, and an increase in consumer spending. These movements were partly offset by decreases in investments and exports.[3]

Official data for the third quarter 2025 is currently not available due to the government shutdown.



On a national level, the unemployment rate changed little from 4.2% to 4.3% between July and August 2025. In August, the number of unemployed persons totaled 7.4 million, an increase of 148,000 from July.[4] Official data for September 2025 is not yet available due to the federal government shutdown.

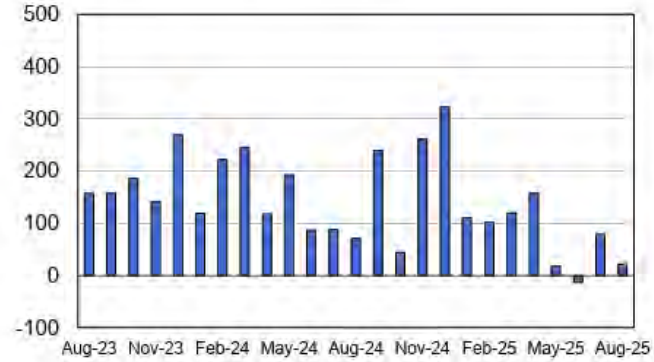
[2] https:///www.conference-board.org/research/us-forecast, The Conference Board Economic Forecast for the US Economy, Updated October 16, 2025

[3] https://www.bea.gov/news/2025/gross-domestic-product-2nd-quarter-2025-third-estimate-gdp-industry-corporate-profits

[4] https://www.bls.gov/news.release/pdf/empsit.pdf

Chart 1. Unemployment rate, seasonally adjusted, August 2023 – August 2025

Chart 2. Nonfarm payroll employment over-the-month change, seasonally adjusted, August 2023 – August 2025



At the state level, the California unemployment rate remained unchanged at 5.5% between July and August 2025. This rate is slightly higher compared to the 5.4% rate in August 2024. Over the past year, California employers have added 69,500 nonfarm jobs.[5] The California Employment Development Department has delayed the release of the September 2025 unemployment data for California as a result of the federal government shutdown as the California labor market information is produced in partnership with the U.S. Department of Labor's Bureau of Labor Statistics.

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.7% in August 2025, down slightly from a revised 4.9% in July 2025, and unchanged from the August 2024 level of 4.7%. Between August 2024 and August 2025, employment in this region decreased by 2,300 jobs, or 0.2%. The largest decreases were in professional and business services (down 8,100 jobs) and manufacturing (down 3,800 jobs). Notable employment increases were in private education and health services (up 8,600 jobs) and government (up 1,900 jobs).[6] Data for September 2025 is not yet available.

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 $359.4 million to reflect carryover encumbrances from fiscal year 2024/25 and various budget amendments approved by the City Council through September 2025.

While it is very early in the fiscal year and limited data is available, General Fund revenues and expenditures are tracking within estimated levels.

[5] https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-august-2025/
[6] https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf

General Fund Revenues

As of September 30, 2025, $44.2 million of General Fund revenue (excluding transfers) was received. This low collection level through September is largely due to the timing of payments. In some categories, the revenues received in the first couple of months account for activity that occurred in FY 2024/25 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to occur later in the fiscal year. Transfers and use of reserves of $23.6 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 9/30/2025	Percentage Received	Actual Through 9/30/2024	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 65,850,000	$ 65,850,000	$ 5,376,062	8.16%	$ 4,714,363	$ 661,699	14.04%
Property Tax	101,181,000	101,181,000	95,424	0.09%	123,179	(27,755)	-22.53%
Transient Occupancy Tax	27,500,000	27,500,000	4,100,245	14.91%	2,049,094	2,051,151	100.10%
Other Taxes	7,200,000	7,200,000	509,817	7.08%	493,594	16,223	3.29%
Total Taxes	**201,731,000**	**201,731,000**	**10,081,548**	**5.00%**	**7,380,230**	**2,701,318**	**36.60%**
LICENSES & PERMITS							
Business Licenses	6,200,000	6,200,000	1,971,753	31.80%	2,179,914	(208,161)	-9.55%
Fire Operation Permits	1,998,000	1,998,000	1,021,207	51.11%	591,820	429,387	72.55%
Miscellaneous Permits	26,000	26,000	90	0.35%	137,851	(137,761)	-99.93%
Total Licenses & Permits	**8,224,000**	**8,224,000**	**2,993,050**	**36.39%**	**2,909,585**	**83,465**	**2.87%**
FINES & PENALTIES	**1,557,000**	**1,557,000**	**1,023,587**	**65.74%**	**291,043**	**732,544**	**251.70%**
INTERGOVERNMENTAL	**580,000**	**580,000**	**501,773**	**86.51%**	**366,762**	**135,011**	**36.81%**
CHARGES FOR SERVICES	**35,626,474**	**35,626,474**	**11,589,081**	**32.53%**	**9,277,938**	**2,311,143**	**24.91%**
SILICON VALLEY POWER TRANSFER	**37,275,000**	**37,275,000**	**9,318,759**	**25.00%**	**8,866,275**	**452,484**	**5.10%**
USE OF MONEY & PROPERTY							
Interest	6,247,000	6,247,000	309,569	4.96%	(486,666)	796,235	-163.61%
Rent	13,107,611	13,107,611	3,773,926	28.79%	3,265,867	508,059	15.56%
Total Use of Money & Property	**19,354,611**	**19,354,611**	**4,083,495**	**21.10%**	**2,779,201**	**1,304,294**	**46.93%**
MISCELLANEOUS REVENUES	**380,000**	**380,000**	**70,403**	**18.53%**	**267,609**	**(197,206)**	**-73.69%**
LAND PROCEED	**-**	**-**	**-**	**N/A**	**-**	**-**	**N/A**
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,454,000	-	0.00%
Operating Transfer In - Reserves	9,556,671	15,886,222	15,886,222	100.00%	13,895,239	1,990,983	14.33%
Operating Transfer In - Fund Balances[1]	5,816,858	5,816,858	5,816,858	100.00%	6,162,369	(345,511)	-5.61%
Operating Transfer In - Miscellaneous	405,265	405,265	405,265	100.00%	575,821	(170,556)	-29.62%
Total Other Financing Sources	**17,232,794**	**23,562,345**	**23,562,345**	**100.00%**	**22,087,429**	**1,474,916**	**6.68%**
STADIUM OPERATION							
Charges for Services	24,423,380	24,423,380	3,558,510	14.57%	2,058,397	1,500,113	72.88%
Rent and Licensing	6,640,308	6,640,308	1,000,000	15.06%	-	1,000,000	N/A
Total Stadium Operation	**31,063,688**	**31,063,688**	**4,558,510**	**14.67%**	**2,058,397**	**2,500,113**	**121.46%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 359,354,118**	**$ 67,782,551**	**18.86%**	**$ 56,284,469**	**$ 11,498,082**	**20.43%**

(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 September 30, 2025, $5.4 million has been recorded, which is 14% higher than prior year collection levels. Given the timing of payments, the sales tax payments received are for the month of July 2025.

Property Tax: Property tax receipts totaling $0.1 million were received in September 2025. The majority of property tax revenue is collected in the second half of the fiscal year. Based on initial information from the County of Santa Clara, property tax receipts are projected to end the year at $103.3 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 September 30, 2025, $4.1 million has been collected, which reflects a 100% increase when compared to the collection level in the prior year. This increase is primarily due to a change in the collection of TOT receipts. Beginning July 2025, all hotels submit TOT payments monthly rather than a combination of monthly and quarterly payments. This has resulted in an increase in collections at the beginning of the fiscal year when compared to the prior year that received a larger quarterly payment in October 2024.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected $0.5 million through September, which is slightly above last fiscal year's collection levels. Receipts reflect franchise tax ($0.2 million) and documentary transfer tax ($0.3 million).

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. Licenses and permits revenue collections are tracking above par with receipts totaling $3.0 million, or 36.4% of the $8.2 million budget. This collection level is consistent with prior year collection levels. Business licenses receipts represent the majority of the collections to date at $2.0 million. Collections in this category are tracking slightly below the prior year level of $2.2 million.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through September was $1.0 million, which is above prior year level collections of $0.3 million. The majority of the receipts are comprised of collection charges.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through September 30, 2025, $0.5 million has been collected in this category, which is 36.8% higher than prior year levels. Motor vehicle fees total $0.2 million, slightly exceeding the budget while miscellaneous other agency revenues total $0.3 million, which 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

September, collections totaled approximately $11.3 million or 31.9% of the budget. This reflects a 22.3% increase compared to last year's collections, primarily due to higher receipts in miscellaneous charges for services, engineering fees, and planning and zoning fees. However, a portion of the miscellaneous charges for services was booked in error and will be reversed.

Silicon Valley Power Transfer: In accordance with the City's charter, Silicon Valley Power 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.

Use of Money & Property: Includes realized investment income and rental income. Collections of $4.1 million are higher than prior year levels in both categories. The increase in rental income reflects higher right-of-way collections and lease payments.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through September 2025, collections of $70,403 are tracking below the prior year collections of $267,909.

Stadium Operation: Through September 30, 2025, $4.6 million has been collected through charges for services and rent. Of this amount, $2.4 million and $0.5 million represents public safety cost reimbursements for non-NFL events and NFL games, respectively. The City also received the ground lease payment of $1.0 million and general and administrative cost reimbursements of $0.3 million, both from the Stadium Authority. Reimbursements of $0.1 million have been received from the Bay Area Host Committee.

General Fund Expenditures

As of September 30, 2025, $111.5 million or 31.0% of the General Fund operating budget had been expended, which is higher than prior year expenditure levels. Excluding transfers, expenditures totaled $80.5 million, or 24.5% of the budget, which is at par of 25%. Transfers of $31.0 million have occurred as budgeted. Overall, expenditures in the General Fund are within budgeted levels through September.

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 9/30/2025	Percentage Used	Actual Through 9/30/2024	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 20,501,477	$ 18,610,625	$ 5,166,272	27.76%	$ 5,094,715	$ 71,557	1.40%
City Council	1,268,362	1,273,274	295,058	23.17%	305,664	(10,606)	-3.47%
City Clerk	1,761,474	1,763,949	471,703	26.74%	567,840	(96,137)	-16.93%
City Manager	5,859,758	6,642,349	1,602,239	24.12%	1,186,788	415,451	35.01%
City Attorney	4,619,355	4,760,193	995,917	20.92%	730,921	264,996	36.26%
City Auditor	1,075,554	1,167,005	194,731	16.69%	155,152	39,579	25.51%
Human Resources	5,470,869	5,734,767	1,115,446	19.45%	927,839	187,607	20.22%
Finance	20,897,522	21,598,708	4,837,068	22.40%	5,304,438	(467,370)	-8.81%
Total General Government	**61,454,371**	**61,550,870**	**14,678,434**	**23.85%**	**14,273,357**	**405,077**	**2.84%**
PUBLIC WORKS	**30,216,576**	**31,422,593**	**6,827,703**	**21.73%**	**6,197,081**	**630,622**	**10.18%**
COMMUNITY DEVELOPMENT	**6,039,535**	**6,237,266**	**1,271,415**	**20.38%**	**1,237,071**	**34,344**	**2.78%**
PARKS AND RECREATION	**24,548,978**	**25,373,495**	**5,957,664**	**23.48%**	**5,347,557**	**610,107**	**11.41%**
PUBLIC SAFETY							
Fire	70,335,667	70,804,167	18,471,996	26.09%	17,833,066	638,930	3.58%
Police	99,261,544	100,126,131	25,862,557	25.83%	22,240,589	3,621,968	16.29%
Total Public Safety	**169,597,211**	**170,930,298**	**44,334,553**	**25.94%**	**40,073,655**	**4,260,898**	**10.63%**
LIBRARY	**12,178,570**	**12,300,254**	**2,988,997**	**24.30%**	**3,046,574**	**(57,577)**	**-1.89%**
DEPARTMENTAL TOTAL	**304,035,241**	**307,814,776**	**76,058,766**	**24.71%**	**70,175,295**	**5,883,471**	**8.38%**
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	1,062,675	1,062,675	1,062,675	100.00%	626,778	435,897	69.55%
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	8,772,581	8,772,581	100.00%	14,204,882	(5,432,301)	-38.24%
Operating Transfer Out - Reserves	17,649,996	17,649,996	17,649,996	100.00%	-	17,649,996	N/A
Total Other Financing Uses	**28,629,485**	**31,049,833**	**31,049,833**	**100.00%**	**18,038,146**	**13,011,687**	**72.13%**
STADIUM OPERATION	**20,359,841**	**20,489,508**	**4,416,432**	**21.55%**	**2,918,720**	**1,497,712**	**51.31%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 359,354,118**	**$ 111,525,031**	**31.03%**	**$ 91,132,161**	**$ 20,392,870**	**22.38%**

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 September, expenditures totaled $5.2 million, or 27.8% of the budget. These expenditures are above the par level of 25% due to insurance costs that were recorded at the beginning of the fiscal year. The payment recorded was for the City's property insurance premium, which came in lower than budgeted; the spending in Non-Departmental is anticipated to level out through the year.

City Attorney: Actual expenditures through September totaled approximately $1.0 million, which is 20.1% of the budget, which is below par. Spending is higher than the total expenditures through the same time last fiscal year by 36.3% due to higher salaries and benefits costs.

City Clerk: Through September, actual expenditures were tracking slightly above budget at approximately $0.5 million or 26.7% of the budget, primarily in the salaries and benefits and contractual services categories. This expenditure level reflects a 17% decrease compared to last fiscal year due to the lower software subscription costs.

City Council: Through September, expenditures of $0.3 million were at 23.2% of budget, which is slightly below par. Compared to the same period through last fiscal year, this reflects a decrease in expenditures, resulting from lower spending for as-needed staff and operating supplies.

City Manager: The actual expenditures through September totaled $1.6 million, or 24.1% of the budget, which is at par for this time of the year. Expenditures are approximately 35% higher compared with the spending level through 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 September, departmental expenditures for the Planning and Housing and Community Services divisions totaled $1.3 million, or 20.4% of the budget, which is below par of 25%. This expenditure level is 2.8% above the prior year as a result of higher salaries and benefits spend.

Finance Department: Through September, the Department's expenditures totaled $4.8 million, or 22.4% of the budget, which is below par. This expenditure level was approximately 8.8% lower compared to the same period last year. Higher salaries and benefits spend is offset by lower contractual services costs.

Fire Department: Through September, actual expenditures totaled $18.5 million, or 26.1% of the budget, which is slightly above par. These expenditures are slightly above the spending level through the same period last fiscal year. Overtime expenditures are tracking at 61.6% 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 55.6% of the budget. While this overtime figure is still 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 September, absences are up 13% (from 20,648 to 23,238 hours) when compared with the prior fiscal year and remain above historical levels. Absences are trending high in the areas of compensation time usage, sick leave, and industrial injury time. It is important to note that employees can elect for compensatory time over overtime pay when backfilling shift absences, which increases the need to backfill when the compensatory time is used. Through September, the compensatory time payouts total $644,198, which is above historical levels and 36% above the payouts of $472,099 experienced through September 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 September, actual expenditures totaled approximately $3.0 million, or 24.3% of the budget, which is at par, but 1.9% lower than expenditure levels last fiscal year.

Parks and Recreation Department: Through September, actual expenditures totaled $5.9 million, or 23.5% of the budget, which is slightly below par, but 11.4% higher than prior year actuals of $5.3 million. This increase reflects higher spend in the salaries and benefits categories as well as maintenance and utilities costs.

Police Department: Expenditures through September are tracking at $25.9 million, or 25.8% of the budget; this is approximately 16.9% higher prior year spending. The increase is mainly due to higher spend in the salaries and benefits categories.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures of $4.4 million through September are tracking at 21.6% of the budget; this expenditure level is 51.3% above the prior fiscal year due to a greater number of non-NFL events held at the Stadium compared to the prior year. Events at the Stadium through September include two soccer matches, four concerts, two preseason and two 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 September 30, 2025. The amended budget reflects carryover encumbrances from fiscal year 2024/25 and budget amendments approved by the City Council through September 2025.

Through the end of September, revenues totaled $8.4 million, or 27.5% of the estimate, which is slightly above par of 25%, while expenditures totaled approximately $7.0 million, or 17.3%. 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. The Housing and Urban Development Fund shows higher revenue collections and higher spend than last fiscal year as the Housing Division continues to spend down grant funding. In the Housing Successor Agency Fund, contractual services spend is higher than prior years, while interest collections 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 9/30/2025	Percentage Received	Actual Through 9/30/2024	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$ 16,736,000	$ 16,736,000	$ 5,295,644	31.64%	$ 5,055,368	$ 240,276	4.75%
City Affordable Housing Fund	1,253,326	1,253,326	211,538	16.88%	208,904	2,634	1.26%
Fire CUPA Fund	2,019,000	2,019,000	558,455	27.66%	0	558,455	N/A
Fire Development Services Fee Fund	3,429,000	3,429,000	1,073,983	31.32%	1,353,308	(279,325)	-20.64%
Housing and Urban Development	5,427,794	5,427,794	708,810	13.06%	385,632	323,178	83.80%
Housing Authority Fund	281,088	281,088	344,696	122.63%	14,749	329,947	2237.08%
Housing Successor Fund	1,302,573	1,302,573	182,511	14.01%	335,132	(152,621)	-45.54%
TOTAL	**$ 30,448,781**	**$ 30,448,781**	**$ 8,375,637**	**27.51%**	**$ 7,353,093**	**$ 1,022,544**	**13.91%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 9/30/2025	Percentage Used	Actual Through 9/30/2024	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$ 17,307,319	$ 18,457,334	$ 4,374,530	23.70%	$ 3,921,073	$ 453,457	11.56%
City Affordable Housing Fund	6,984,995	7,292,572	301,573	4.14%	235,782	65,791	27.90%
Fire CUPA Fund	1,779,867	1,779,867	284,835	16.00%	0	284,835	N/A
Fire Development Services Fee Fund	3,904,315	3,906,214	890,993	22.81%	909,483	(18,490)	-2.03%
Housing and Urban Development	5,427,794	7,126,175	869,768	12.21%	350,021	519,747	148.49%
Housing Authority Fund	459,878	501,371	46,367	9.25%	41,549	4,818	11.60%
Housing Successor Fund	1,127,973	1,347,976	236,274	17.53%	184,747	51,527	27.89%
TOTAL	**$ 36,992,141**	**$ 40,411,509**	**$ 7,004,340**	**17.33%**	**$ 5,642,655**	**$ 1,361,685**	**24.13%**

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 September 2025. As of September 30, 2025, the internal service fund expenditures totaled $13.4 million, or 23% of the amended budget. The change in spend in the Special Liability Fund is due to higher insurance premium costs that were assumed in the development of the budget. The expenditure fluctuations in the Vehicle Replacement Fund are due to the timing of vehicle purchases throughout the year.

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 9/30/2025	Percentage Used	Actual Through 9/30/2024	$ Change From Prior Year	Percent Change
Communication Acquisitions Fund	$ 1,064,336	$ 1,642,638	$ 444,737	27.07%	$ 309,113	$ 135,624	43.88%
Fleet Maintenance and Operations Fund	6,757,227	7,116,065	1,594,541	22.41%	1,367,052	227,489	16.64%
Information Technology Services Fund	18,755,875	21,088,465	2,558,314	12.13%	2,415,936	142,378	5.89%
Public Works Capital Projects Management Fund	4,991,087	5,863,020	1,092,022	18.63%	1,049,535	42,487	4.05%
Special Liability Fund	9,152,000	9,209,062	4,815,472	52.29%	3,330,731	1,484,741	44.58%
Unemployment Insurance Fund	100,000	100,000	0	0.00%	24,637	(24,637)	-100.00%
Vehicle Replacement Fund	3,994,000	6,223,153	456,192	7.33%	1,004,321	(548,129)	-54.58%
Workers' Compensation Fund	6,858,000	6,858,000	2,417,183	35.25%	2,385,035	32,148	1.35%
TOTAL	**$ 51,672,525**	**$ 58,100,403**	**$ 13,378,461**	**23.03%**	**$ 11,886,360**	**$ 1,492,101**	**12.55%**

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 September 2025. As of September 30, 2025, the capital fund revenue totaled approximately $13.4 million. In the Parks and Recreation Capital Fund, $8.6 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 are customer service charges. The amount collected in the Tasman East Specific Infrastructure Fund is interest earnings, while the collections in the Streets and Highways Capital Fund are comprised of interest earnings, 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 9/30/2025	Percentage Used
Parks & Recreation	$ 500,000	$ 284,469	$ 784,469	$ 9,983,283	1272.62%
Related Santa Clara Developer	803,406	-	803,406	235,000	29.25%
Storm Drain	1,454,000	3,154,100	4,608,100	409,872	8.89%
Streets & Highways	7,308,458	21,158,544	28,467,002	2,751,567	9.67%
Tasman East Specific Infrastructure Improvement Fund	-	3,734,932	3,734,932	58,049	1.55%
TOTAL	**$ 10,065,864**	**$ 28,332,045**	**$ 38,397,909**	**$ 13,437,771**	**35.00%**

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 September 2025. As of September 30, 2025, capital fund expenditures totaled $9.7 million, or 5.5% of the amended budget, well below par of 25%.

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 will be included as part of the Budgetary Year-End Report for FY 2024/25, anticipated to be brought forward for City Council approval 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 9/30/2025	Percentage Used
Fire	$ 528,065	1,843,700	$ 2,371,765	$ 100,405	4.23%
General Gov't - Other	2,776,902	13,044,393	15,821,295	223,897	1.42%
Library	21,804	650,322	672,126	5,451	0.81%
Parks & Recreation	8,182,875	36,311,156	44,494,031	1,072,368	2.41%
Public Buildings	497,511	7,897,509	8,395,020	1,796,407	21.40%
Related Santa Clara Developer	803,406	263,001	1,066,407	207,166	19.43%
Storm Drain	660,357	8,743,063	9,403,420	331,986	3.53%
Streets & Highways	18,310,538	72,157,339	90,467,877	5,914,328	6.54%
Tasman East Specific Infrastructure Improvement Fund	1,433,038	2,827,188	4,260,226	4,560	0.11%
TOTAL	**$ 33,214,496**	**$ 143,737,671**	**$ 176,952,167**	**$ 9,656,568**	**5.46%**

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of September 30, 2025. Overall, revenues and expenditures are tracking below budgeted levels, but above prior year levels.

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 9/30/2025	Percentage received	Actual Through 9/30/2024	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 600,000	$ 600,000	$ 182,402	30.40%	$ 124,806	$ 57,596	46.15%
Electric Utility Fund	1,128,195,241	1,128,195,241	171,001,580	15.16%	148,886,032	22,115,548	14.85%
Sewer Utility Fund	52,407,375	52,407,375	11,211,320	21.39%	10,499,589	711,731	6.78%
Solid Waste Utility Fund	42,287,613	42,287,613	8,562,138	20.25%	8,059,470	502,668	6.24%
Water Recycling Fund	9,651,409	9,651,409	2,405,606	24.92%	2,260,300	145,306	6.43%
Water Utility Fund	76,402,644	76,402,644	16,855,890	22.06%	15,745,533	1,110,357	7.05%
TOTAL REVENUE	**$ 1,309,544,282**	**$1,309,544,282**	**$ 210,218,936**	**16.05%**	**$ 185,575,730**	**$ 24,643,206**	**13.28%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 9/30/2025	Percentage Used	Actual Through 9/30/2024	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 1,757,102	$ 1,774,177	$ 277,951	15.67%	$ 276,838	$ 1,113	0.40%
Electric Utility Fund	712,617,141	723,672,626	165,843,690	22.92%	129,516,954	36,326,736	28.05%
Sewer Utility Fund	43,738,253	44,110,349	11,127,813	25.23%	10,066,852	1,060,961	10.54%
Solid Waste Utility Fund	42,061,065	46,374,375	8,178,071	17.63%	9,619,028	(1,440,957)	-14.98%
Water Recycling Fund	10,890,055	10,927,484	2,315,828	21.19%	2,007,432	308,396	15.36%
Water Utility Fund	66,793,248	68,017,282	12,994,351	19.10%	12,715,673	278,678	2.19%
TOTAL - Operating Appropriations	**$ 877,856,864**	**$ 894,876,293**	**$ 200,737,704**	**22.43%**	**$ 164,202,777**	**$ 36,534,927**	**22.25%**

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 Water Recycling Fund, higher customer service charges have been collected, with higher spend in the resource/production category due to timing of payments. In the Electric Utility Fund, the significant increase in spend is attributable to the salaries and benefits and resource/production categories, with revenue also tracking higher than prior years. The Cemetery Fund has seen higher activity in the sales category. In the Solid Waste Fund, there have been lower expenditures in the garbage collection and disposal category.

A summary of revenue and expenses in the Enterprise Capital Improvement Funds is detailed in the tables below. Actual revenue through September 30, 2025, totaled $5.3 million, consisting primarily of developer contributions in the Electric Utility Fund and sewer fees in the Sewer Utility Fund. Enterprise capital fund expenses totaled $19.8 million, or 2.5% 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 will be brought forward for City Council approval in December 2025, as part of the budgetary year-end report for FY 2024/25.

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 9/30/2025	Percentage Used
Electric Utility Fund	$ 25,505,075	$ 24,039,903	$ 49,544,978	$ 2,569,446	5.19%
Sewer Utility Fund	-	-	-	2,661,404	N/A
Solid Waste Utility Fund	258,000	246,500	504,500	-	0.00%
Street Lighting [1]	-	-	-	3,429	N/A
Water Recycling Fund	-	-	-	-	N/A
Water Utility Fund	-	-	-	39,760	N/A
TOTAL - Revenue	**$ 25,763,075**	**$ 24,286,403**	**$ 50,049,478**	**$ 5,274,039**	**10.54%**

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 9/30/2025	Percentage Used
Cemetery Fund	$ -	$ 270,489	$ 270,489	$ -	0.00%
Convention Center Capital Fund	-	2,509,218	2,509,218	-	0.00%
Electric Utility Fund	369,266,575	351,029,528	720,296,103	14,617,331	2.03%
Sewer Utility Fund	18,147,399	35,573,235	53,720,634	2,220,013	4.13%
Solid Waste Utility Fund	812,000	131,477	943,477	261,630	27.73%
Street Lighting [1]	125,000	7,161,945	7,286,945	408,508	5.61%
Water Recycling Fund	50,000	-	50,000	129	0.26%
Water Utility Fund	8,539,100	7,255,804	15,794,904	2,294,476	14.53%
TOTAL - CIP Appropriations	**$ 396,940,075**	**$ 403,931,695**	**$ 800,871,770**	**$ 19,802,087**	**2.47%**

(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 standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Rate Stabilization Reserve and Operations and Maintenance Reserve ensures 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
September 30, 2025

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	$ 80,900,000		
Capital Projects Reserve	8,414,224		
Land Sale Reserve	10,343,105		
Technology Fee Reserve	2,355,271		
Electric Rate Stabilization Fund Reserve		$ 78,000,000	
Electric Operations and Maintenance Reserve		377,000,000	
Replacement & Improvement			$ 303,090
TOTALS	**$ 102,012,600**	**$ 455,000,000**	**$ 303,090**

Donations to the City of Santa Clara

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

Department	Sep-25	Fiscal Year 2025/26 Year To Date	Designated Use
City Manager's Office	-	50	Help Your Neighbor
Parks & Recreation	2,000	22,000	Case Management
Parks & Recreation	-	1,467	Roberta Jones Jr. Theatre
Parks & Recreation	725	1,825	Wade Brummal
TOTALS	**$ 2,725**	**$ 25,342**	

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

September 2025

City of Santa Clara

Monthly Investment Report

TABLE OF CONTENTS

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CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of September 30, 2025 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 September 30, 2025.

	COST VALUE	PERCENTAGE
City	$1,437,862,660	99.90%
SOSA	15,521	0.00%
HA	1,412,917	0.10%
Unrestricted	$1,446,608,838	100.00%
Restricted Bond Proceeds	2,448,199	
Total Investments	$1,449,057,037	

On September 30, 2025 the cost value and market value of the City's unrestricted pooled investment portfolio were $1,446,608,838 and $1,457,300,332 respectively.

Investment Strategy and Market Update

The Federal Reserve (Fed) delivered its first rate cut of 2025, lowering the federal funds target range to 4.00% to 4.25%.Fed Chair Jerome Powell called it a "risk management cut" as the Fed weighs risks to its dual mandate of full employment and price stability. Newly confirmed Governor Stephen Miran dissented, favoring a 50 basis point (bps) cut.

The October 1 shutdown of the U.S. government delayed the September jobs report, a key data point for the Fed given its focus on the labor market. Other labor market data continues to suggest a low hiring/low firing environment.

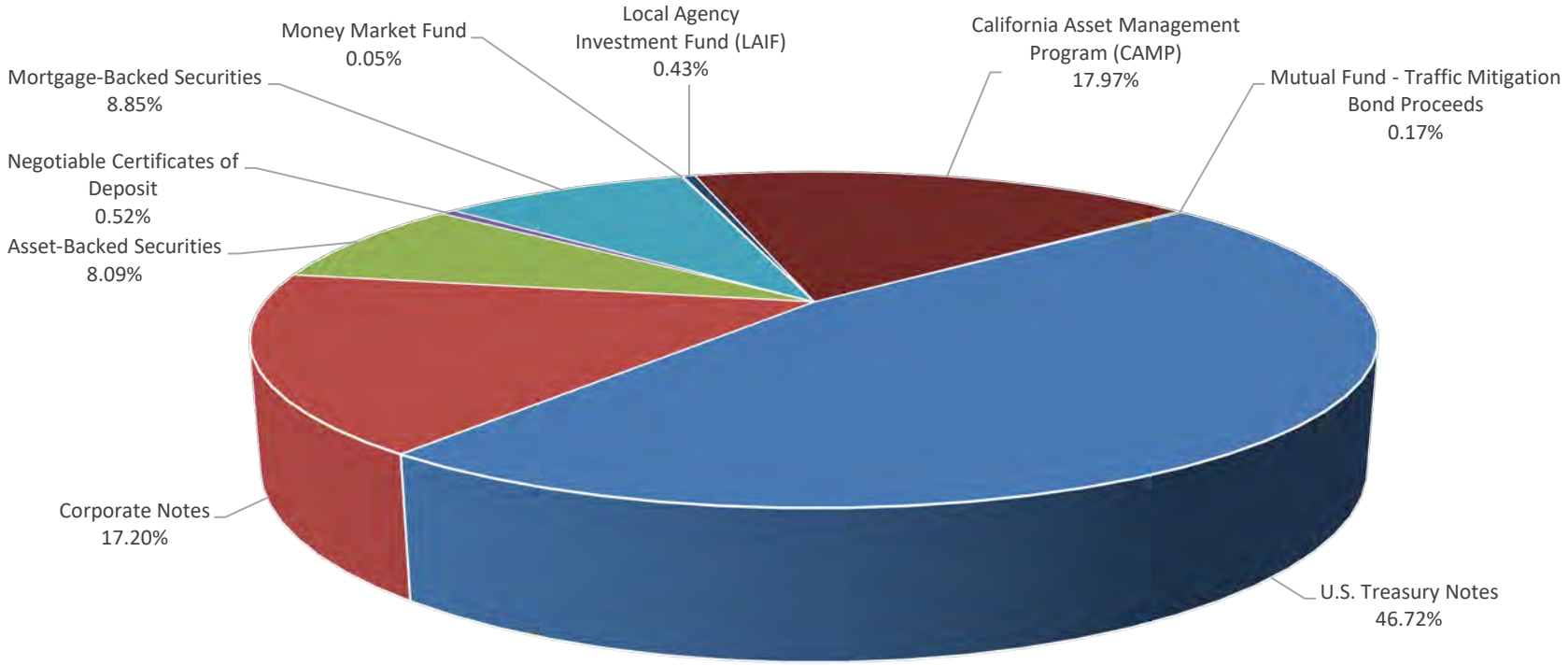
The Consumer Price Index (CPI) rose to 2.9% year-over-year. Certain import-reliant goods are showing modest tariff passthroughs, but the Fed expects tariff price effects to be short-lived. The tension between the weakening labor market and sticky inflation reinforces the Fed's data dependence.

Yields on 3-month, 2-year, and 10-year U.S. Treasuries ended the month at 3.93%, 3.61%, and 4.15%, representing decreases of 21 bps, 1 bps, and 8 bps, respectively.

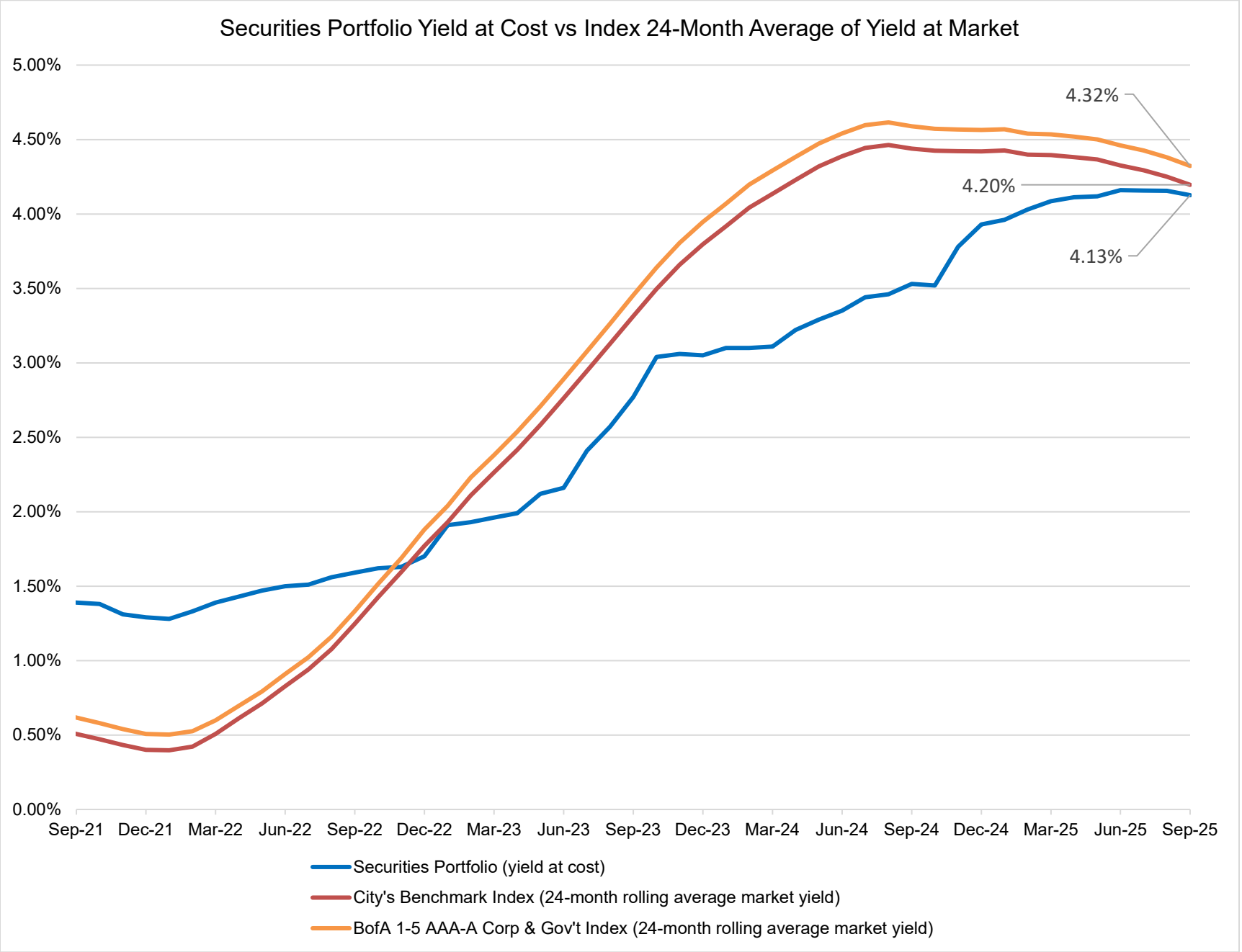
The 30-year U.S. Treasury yield declined 20 bps and modestly flattened the yield curve from its steepest levels in over three years. This drop in longer-dated Treasury yields pushed mortgage rates to their lowest levels in nearly three years, improving the backdrop for home buying activity.

The City's investment strategy for September 2025 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 September 30, 2025, 46.72% of the City's portfolio consists of U.S. Treasury Notes, 17.97% consists of California Asset Management Program (CAMP), 17.20% consists of investment grade Corporate Notes, 8.85% consists of investment grade Mortgage-Backed Securities, 8.09% consists of investment grade Asset-Back Securities, 0.52% consists of Negotiable Certificates of Deposit, and 0.43% consists of Local Agency Investment Fund (LAIF). 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 9/30/2025
Investment Yield	
Liquidity Portfolio[1]	4.33%
LAIF average monthly yield	*4.21%*
Securities Portfolio[2]	4.13%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*4.20%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*4.32%*
City Portfolio (Liquidity + Securities)	4.16%
Investment Total Return*	
Securities Portfolio	0.30%
ICE BAML 1-5 US Treasury Index	*0.23%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*0.27%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.08
Securities Portfolio[2]	2.99
City Portfolio (Liquidity + Securities)	2.44
ICE BAML 1-5 US Treasury Index	*2.72*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.78*
Cash Interest Income Current Month[3]	$ 5,403,252
Cash Interest Income Fiscal Year-To-Date[3]	$ 13,444,847

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

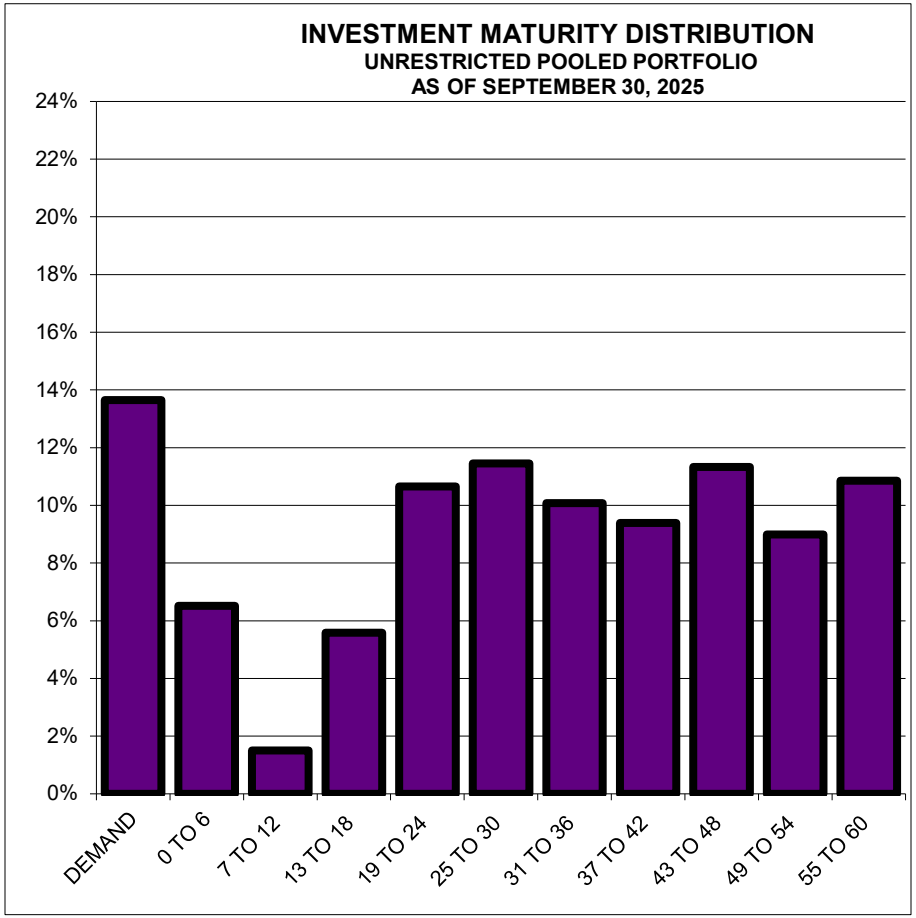
CITY OF SANTA CLARA

SUMMARY OF INVESTMENTS SEPTEMBER 30, 2025

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	677,006,148	46.72%	No Limit
Corporate Notes	249,199,111	17.20%	25%
Asset-Backed Securities	117,299,243	8.09%	10%
Negotiable Certificates of Deposit	7,500,000	0.52%	30%
Mortgage-Backed Securities	128,201,218	8.85%	15%
Money Market Fund	724,799	0.05%	10% Per Fund
Local Agency Investment Fund (LAIF)	6,279,027	0.43%	$75 M
California Asset Management Program (CAMP)	260,399,292	17.97%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,448,199	0.17%	10% Per Fund
TOTAL INVESTMENTS	$ 1,449,057,037	100.00%	

INVESTMENT MATURITY DISTRIBUTION
AS OF SEPTEMBER 30, 2025
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND (a)	$ 197,403,117 (a)	3	13.65%
0 TO 6	94,337,194	9	6.52%
7 TO 12	21,761,347	4	1.50%
13 TO 18	80,854,895	13	5.59%
19 TO 24	154,025,852	18	10.65%
25 TO 30	165,573,697	20	11.45%
31 TO 36	145,871,268	26	10.08%
37 TO 42	135,791,148	23	9.39%
43 TO 48	163,930,186	23	11.33%
49 TO 54	130,073,410	23	8.99%
55 TO 60	156,986,724	22	10.85%
TOTAL	$ 1,446,608,838	184	100.00%



Average Maturity of Unrestricted Pool: **2.44 Years**

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

City of Santa Clara Monthly Report

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	11/15/2023	4.625%	11/15/2026	91282CJK8	7,250,000.00	AA+	11/20/2024	7,317,278.82	4.27%	7,320,542.50	3,263.68
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	12,575,000.00	AA+	6/2/2025	12,642,295.90	4.01%	12,673,210.75	30,914.85
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	11,110,000.00	AA+	12/18/2024	11,138,642.97	4.24%	11,196,769.10	58,126.13
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	4,065,000.00	AA+	2/3/2025	4,058,013.28	4.22%	4,086,910.35	28,897.07
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	2,400,000.00	AA+	2/18/2025	2,394,281.25	4.25%	2,412,936.00	18,654.75
UNITED STATES TREASURY	2/15/2024	4.125%	2/15/2027	91282CKA8	12,205,000.00	AA+	12/19/2024	12,180,208.59	4.22%	12,275,544.90	95,336.31
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%	22,195,554.50	145,513.48
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%	5,291,568.00	43,021.12
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%	15,479,404.00	106,291.50
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%	2,228,710.00	-28,782.19
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%	28,104,873.50	-321,994.66
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%	10,159,000.00	-29,671.88
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%	5,099,818.00	-3,129.66
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%	9,203,953.00	207,134.64
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%	9,859,875.60	-53,176.74
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%	4,427,408.00	123,097.84
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%	7,567,326.75	20,798.62
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%	3,821,525.25	61,216.46
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%	43,300,508.40	264,068.71
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%	16,278,728.40	-163,607.54
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%	19,152,633.60	64,505.47
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%	4,298,230.80	-11,286.39
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%	4,798,260.00	-35,050.55
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%	3,257,542.00	-30,516.59
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%	7,167,575.10	-15,342.87
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%	7,365,360.75	30,090.23
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%	4,876,723.50	-29,354.63
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%	5,505,167.25	-13,247.79
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%	7,214,534.25	-32,496.02
UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	855,000.00	AA+	5/16/2023	855,400.78	3.49%	852,725.70	-2,675.08
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%	8,151,346.40	148,804.42
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%	2,471,633.50	48,813.19
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%	5,261,048.45	30,362.71
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%	7,424,988.80	-107,511.20
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%	2,680,723.60	-10,518.31
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%	5,060,333.25	17,844.97
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%	11,736,877.60	41,299.87
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%	10,116,618.40	114,226.80
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%	8,286,325.60	137,251.38
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%	6,084,105.25	149,534.57
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%	5,015,736.00	93,773.11
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%	2,959,015.00	22,487.39
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%	6,110,217.00	-30,622.84
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%	5,343,850.80	-11,866.39
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%	11,682,734.40	-286,365.60
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%	8,198,340.00	47,635.90

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,950,000.00	AA+	1/19/2024	14,770,132.81	4.02%	14,997,242.00	227,109.19
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%	6,269,750.00	67,601.56
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%	6,469,248.00	101,498.00
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%	4,786,232.70	-28,115.54
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%	5,084,424.60	116,317.18
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%	9,060,647.40	20,147.40
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%	4,458,212.50	-39,834.38
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%	2,904,207.00	36,283.17
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%	10,203,061.50	264,161.11
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%	16,949,121.75	536,953.78
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%	5,804,493.75	-5,076.56
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%	5,088,847.50	94,954.92
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%	24,844,276.80	-228,129.27
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%	1,121,868.00	-6,448.41
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%	17,292,065.40	433,099.58
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%	7,740,889.20	202,477.48
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%	9,680,899.50	-138,337.80
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%	10,431,994.50	2,898.80
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%	12,669,266.00	-66,948.84
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%	1,865,474.60	1,318.35
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%	5,535,584.75	53,791.78
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%	5,148,342.05	46,585.60
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%	3,225,482.50	53,086.99
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%	1,158,126.00	26,586.94
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%	13,310,779.00	187,239.94
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%	2,743,443.00	70,970.34
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%	5,283,668.00	105,402.37
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%	5,207,967.00	126,766.15
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	10,000.00	AA+	1/31/2025	9,970.70	4.32%	10,211.70	241.00
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%	1,138,604.55	23,343.22
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%	6,155,586.00	101,486.39
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%	3,947,761.50	47,450.95
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%	5,357,056.50	-5,384.91
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%	4,275,585.00	15,126.02
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%	32,496,448.60	4,073.98
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%	3,591,372.40	-25,537.37
U.S. Treasury Bond / Note				**Subtotal**	672,855,000.00			677,006,147.90		680,365,055.25	3,358,907.35
FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	8,354,988.23	AA+	11/30/2023	8,030,905.72	5.14%	8,370,779.18	339,873.46
FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	7,256,904.10	AA+	7/31/2023	7,133,876.89	4.58%	7,270,619.63	136,742.74
FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,128,739.61	AA+	5/24/2023	4,970,870.62	4.29%	5,077,657.36	106,786.74
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%	7,920,240.00	373,990.00

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
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%	4,496,823.00	211,562.65
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%	6,439,783.50	337,888.97
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%	7,641,000.00	66,090.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	5,995,365.03	AA+	7/27/2023	5,995,215.17	4.78%	6,046,565.45	51,350.28
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%	5,861,090.00	237,222.00
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%	9,281,092.14	204,559.94
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%	10,732,143.80	89,094.53
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%	4,061,007.20	51,147.55
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%	6,041,056.00	81,121.56
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%	4,356,559.50	71,679.48
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%	11,487,565.80	117,975.12
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%	7,324,477.65	-29,095.92
FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.421%	5/1/2030	3137HN6B9	6,945,000.00	AA+	9/29/2025	7,048,959.71	4.06%	6,945,000.00	-103,959.71
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%	11,300,114.72	108,327.37
Federal Agency Commercial Mortgage-Backed Security				**Subtotal**	129,651,996.97			128,201,218.17		130,653,574.93	2,452,356.76
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%	1,679,079.60	46,515.75
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%	1,376,126.40	38,364.20
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%	5,653,153.80	298,767.00
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%	6,665,779.05	-7,185.05
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%	8,718,875.00	29,835.00
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,899,470.00	-126,450.00
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%	8,131,440.00	37,840.00
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%	4,104,561.60	18,505.80
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%	4,104,561.60	19,209.60
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%	2,990,930.36	79,708.24
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	350,000.00	AA-	3/14/2024	349,366.50	4.74%	358,011.50	8,645.00
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%	4,049,760.00	51,400.00
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%	1,391,642.60	110,390.80
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%	5,072,030.40	36,852.00
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A	6/30/2021	5,672,673.50	0.96%	5,701,642.00	28,968.50
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%	10,260,100.00	135,600.00
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%	6,976,868.00	20,944.00
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%	11,774,014.75	549,014.75

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
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%	6,596,915.00	18,005.00
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%	1,566,009.40	8,365.90
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	A+	8/14/2024	444,025.45	4.25%	448,150.60	4,125.15
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%	8,817,200.00	12,162.50
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%	1,868,789.00	-9,443.85
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%	4,899,250.00	-9,350.00
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%	2,875,348.00	6,804.00
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%	518,589.55	14,342.00
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%	621,280.55	10,406.00
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%	4,904,999.00	25,559.50
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%	4,041,083.00	330,337.00
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%	2,879,106.75	204,574.50
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%	5,109,200.00	5,850.00
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%	2,875,934.75	34,013.00
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%	2,872,347.50	36,795.00
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%	6,385,375.00	-12,187.50
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%	7,247,250.00	357,375.00
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%	5,438,306.40	52,411.20
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%	6,239,554.20	121,672.65
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%	3,214,315.80	69,315.80
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%	4,391,826.00	16,731.60
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%	10,217,300.00	49,500.00
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%	6,973,307.25	36,172.50
NOVARTIS FINANCE CORPORATION	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,980,300.00	341,700.00
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%	7,130,130.00	134,050.00
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%	4,457,832.60	84,621.60
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%	2,431,098.60	55,097.00
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%	9,441,154.80	189,789.60
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%	4,485,960.65	-81,928.85
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	966,507.30	-21,809.70
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%	5,794,376.00	204,120.00
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%	6,098,460.00	44,520.00
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%	3,272,840.20	58,410.80
Corporate Note				**Subtotal**	250,109,000.00			249,199,111.57		252,968,144.56	3,769,032.99
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%	6,250,333.40	80,609.20
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%	6,584,905.95	70,844.76
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%	3,082,362.15	37,771.09
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%	5,310,060.00	60,079.95

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	5,411,234.58	NR	11/21/2023	5,411,136.64	5.74%	5,470,325.26	59,188.62
CAPITAL ONE MULTI-ASSET EXECUTION TRUST	9/16/2025	3.820%	9/16/2030	14041NGF2	7,250,000.00	AAA	9/16/2025	7,248,625.40	3.82%	7,246,230.00	-2,395.40
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%	3,276,775.95	22,093.96
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%	6,117,842.25	74,517.92
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%	7,677,019.35	73,177.59
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%	9,249,183.60	59,368.32
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%	11,604,444.00	122,559.88
FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	3,951,662.49	AAA	8/23/2023	3,951,417.49	5.53%	3,988,057.30	36,639.81
GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	815,000.00	NR	1/17/2024	814,836.10	4.85%	820,142.65	5,306.55
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%	1,979,973.30	15,262.55
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	2,421,169.11	AAA	11/13/2023	2,420,850.73	5.54%	2,446,833.50	25,982.77
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%	6,620,194.80	51,163.87
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%	2,851,865.75	27,120.85
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%	5,763,422.20	-5,636.14
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%	4,123,942.50	59,081.93
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	1,714,233.53	AAA	11/14/2023	1,714,048.74	5.54%	1,733,947.22	19,898.48
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%	4,420,737.75	35,989.01
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%	4,728,477.95	23,973.86
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%	6,974,188.10	69,422.87
Asset-Backed Security				**Subtotal**	117,313,299.71			117,299,242.63		118,321,264.93	1,022,022.30
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%	7,589,175.00	89,175.00
Certificate of Deposit				**Subtotal**	7,500,000.00			7,500,000.00		7,589,175.00	89,175.00
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		2.100%	10/1/2025	992995944	724,798.89		9/1/2020	724,798.89		724,798.89	-
LOCAL AGENCY INVESTMENT FUND		4.212%	10/1/2025		6,279,026.69		9/30/1997	6,279,026.69		6,279,026.69	-
CALIFORNIA ASSET MANAGEMENT PROGRAM		4.360%	10/1/2025		190,399,291.63		10/4/2022	190,399,291.63		190,399,291.63	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.310%	10/1/2025		10,000,000.00		7/3/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.290%	10/6/2025		15,000,000.00		8/4/2025	15,000,000.00		15,000,000.00	-

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.330%	10/22/2025		10,000,000.00		7/25/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.290%	11/7/2025		15,000,000.00		8/4/2025	15,000,000.00		15,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.290%	12/1/2025		10,000,000.00		8/4/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.010%	12/24/2025		10,000,000.00		9/26/2025	10,000,000.00		10,000,000.00	-
DREYFUS TREASURY		4.030%	10/1/2025		2,448,199.21		10/31/1997	2,448,199.21		2,448,199.21	-
Cash Equivalent				**Subtotal**	269,851,316.42			269,851,316.42		269,851,316.42	-
Grand Total			**Count**	**185**	1,447,280,613.10			1,449,057,036.69		1,459,748,531.09	10,691,494.40

**NR = Not Rated by S&P Global. These Asset Backed Securities are rated by Moody's Ratings as Aaa.*

STATEMENT OF TRANSACTIONS
FOR THE PERIOD SEPTEMBER 1, 2025 THROUGH SEPTEMBER 30, 2025

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BEGINNING BALANCE	**0.00**	**1,175,192,804.54**	
		CASH EQUIVALENTS			
09/02/25		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 8/1/25 TO 8/31/25	3,935.07		
09/11/25	11,645,000	PURCHASED U.S. TREASURY BILLS 9/16/25 CUSIP 912797QU4 AT $99.9415 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 CITIGROUP GBL MKTS/SALOMON BRO	11,638,182.82-	11,638,182.82	
09/16/25	11,645,000-	MATURED U.S. TREASURY BILLS 9/16/25 CUSIP 912797QU4 AT $100.0000 ON TRADE DATE 09/16/2025	11,638,182.82	11,638,182.82-	
09/16/25		INTEREST RECEIVED U.S. TREASURY BILLS 9/16/25 CUSIP 912797QU4 INTEREST ON 11,645,000.000 UNITS 11,645,000 PAR VALUE AT 100 %	6,817.18		
09/30/25	37,081,054.76	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 12 TRANSACTIONS	37,081,054.76-	37,081,054.76	
09/30/25	36,591,175.92-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 5 TRANSACTIONS	36,591,175.92	36,591,175.92-	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BONDS & NOTES			
09/15/25		INTEREST RECEIVED AMERICAN EXPRES ABS 4.300% 7/15/30 CUSIP 02582JKV1 $0.00358/PV ON 6,515,000.00 PV DUE 9/15/25	23,345.41		
09/15/25		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 $0.00436/PV ON 6,170,000.00 PV DUE 9/15/25	26,890.91		
09/15/25		INTEREST RECEIVED BANK OF AMERICA ABS 4.310% 5/15/30 CUSIP 05522RDK1 $0.00359/PV ON 5,250,000.00 PV DUE 9/15/25	18,856.25		
09/10/25	0.02	SHARE ADJUSTMENT BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2			
09/11/25	2,081,718.57-	SOLD BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2 AT $100.8086 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 MITSUBISHI UFJ SECURITIES (USA	2,098,551.23	2,081,639.65-	16,911.58
09/11/25		ACCRUED INTEREST ON SALE BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2	8,314.15		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/11/25	0.02-	DELIVERED BANK OF AMERICA ABS 5.530% 2/15/28 CUSIP 06428AAC2 TAXLOTS WITH FRACTIONAL SHARES		0.02-	
09/15/25		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 $0.00422/PV ON 5,812,752.08 PV DUE 9/15/25	27,804.33		
09/15/25	401,517.5-	PAID DOWN BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1	401,517.50	401,510.23-	7.27
09/15/25		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 $0.00415/PV ON 3,045,000.00 PV DUE 9/15/25	12,636.75		
09/15/25		INTEREST RECEIVED BLACKROCK FUNDING 4.700% 3/14/29 CUSIP 09290DAA9 INTEREST ON 3,274,000.000 UNITS	76,939.00		
09/15/25		INTEREST RECEIVED BLACKROCK INC 3.200% 3/15/27 CUSIP 09247XAN1 INTEREST ON 8,280,000.000 UNITS	132,480.00		
09/16/25	7,250,000	PURCHASED CAPITAL ONE ABS 3.820% 9/16/30 CUSIP 14041NGF2 AT $99.9810 ON TRADE DATE 09/09/2025 TO SETTLE ON 09/16/2025 WACHOVIA CAPITAL MARKETS, LLC.	7,248,625.40-	7,248,625.40	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/25/25		INTEREST RECEIVED CHASE AUTO ABS 4.290% 6/25/30 CUSIP 16145NAC5 $0.00358/PV ON 3,255,000.00 PV DUE 9/25/25	11,636.63		
09/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 0.000% 7/15/30 CUSIP 161571HZ0	31,858.67		
09/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 $0.00383/PV ON 7,605,000.00 PV DUE 9/15/25	29,152.50		
09/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 $0.00430/PV ON 6,045,000.00 PV DUE 9/15/25	25,993.50		
09/29/25		INTEREST RECEIVED CITIBANK 5.803% 9/29/28 CUSIP 17325FBB3 INTEREST ON 11,225,000.000 UNITS	325,693.38		
09/11/25	1,855,000-	SOLD CITIBANK CREDIT ABS 5.230% 12/08/27 CUSIP 17305EGW9 AT $100.2344 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 PERSHING LLC	1,859,347.66	1,854,767.38-	4,580.28
09/11/25		ACCRUED INTEREST ON SALE CITIBANK CREDIT ABS 5.230% 12/08/27 CUSIP 17305EGW9	25,062.60		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/25/25		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 $0.00260/PV ON 6,525,000.00 PV DUE 9/25/25	16,948.69		
09/25/25		INTEREST RECEIVED FHLMC CMO V-M 4.329% 6/25/30 CUSIP 3137HMC65 $0.00361/PV ON 11,192,000.00 PV DUE 9/25/25	40,375.14		
09/29/25	6,945,000	PURCHASED FHLMC CMO V-M 4.421% 5/25/30 CUSIP 3137HN6B9 AT $101.4969 ON TRADE DATE 09/23/2025 TO SETTLE ON 09/29/2025 J.P. MORGAN SECURITIES INC., -	7,048,959.71-	7,048,959.71	
09/29/25		ACCRUED INTEREST ON PURCHASE FHLMC CMO V-M 4.421% 5/25/30 CUSIP 3137HN6B9	23,880.77-		
09/25/25		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 $0.00267/PV ON 5,133,438.28 PV DUE 9/25/25	14,318.01		
09/25/25	4,698.67-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1	4,698.67	4,554.04-	144.63
09/25/25		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 $0.00395/PV ON 5,750,000.00 PV DUE 9/25/25	22,712.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/25/25		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 $0.00404/PV ON 9,019,000.00 PV DUE 9/25/25	36,451.79		
09/25/25		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 $0.00369/PV ON 5,960,000.00 PV DUE 9/25/25	22,002.34		
09/25/25		INTEREST RECEIVED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 $0.00373/PV ON 10,570,000.00 PV DUE 9/25/25	39,443.72		
09/25/25		INTEREST RECEIVED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 $0.00368/PV ON 4,010,000.00 PV DUE 9/25/25	14,736.75		
09/25/25		INTEREST RECEIVED FHLMC K540 CMO V-M 4.513% 2/25/30 CUSIP 3137HLJA1 $0.00376/PV ON 4,285,000.00 PV DUE 9/25/25	16,115.17		
09/25/25		INTEREST RECEIVED FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9 $0.00362/PV ON 11,370,000.00 PV DUE 9/25/25	41,197.30		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/18/25	7,245,000	PURCHASED FHLMC K546 CMO V-M 4.361% 5/25/30 CUSIP 3137HN4R6 AT $101.4986 ON TRADE DATE 09/09/2025 TO SETTLE ON 09/18/2025 BMOCM/BONDS	7,353,573.57-	7,353,573.57	
09/18/25		ACCRUED INTEREST ON PURCHASE FHLMC K546 CMO V-M 4.361% 5/25/30 CUSIP 3137HN4R6	14,920.07-		
09/25/25		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 $0.00270/PV ON 4,545,000.00 PV DUE 9/25/25	12,282.86		
09/25/25		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 $0.00391/PV ON 6,001,656.80 PV DUE 9/25/25	23,891.60		
09/25/25	6,291.77-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45	6,291.77	6,291.61-	0.16
09/25/25		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 $0.00402/PV ON 7,500,000.00 PV DUE 9/25/25	30,118.75		
09/15/25		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 $0.00371/PV ON 4,238,523.50 PV DUE 9/15/25	19,532.53		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/15/25	286,861.01-	PAID DOWN FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3	286,861.01	286,843.22-	17.79
09/25/25		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 $0.00349/PV ON 15,613,364.65 PV DUE 9/25/25	54,516.67		
09/25/25	1,472.32-	PAID DOWN FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6	1,472.32	1,430.16-	42.16
09/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.280% 4/16/30 CUSIP 362549AD9 $0.00357/PV ON 1,965,000.00 PV DUE 9/16/25	7,008.50		
09/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 $0.00404/PV ON 815,000.00 PV DUE 9/16/25	3,293.96		
09/15/25	1,885,000	PURCHASED HOME DEPOT INC 3.950% 9/15/30 CUSIP 437076DJ8 AT $99.6410 ON TRADE DATE 09/08/2025 TO SETTLE ON 09/15/2025 J.P. MORGAN SECURITIES INC., -	1,878,232.85-	1,878,232.85	
09/11/25	614,313.29-	SOLD HONDA AUTO ABS 5.410% 2/18/28 CUSIP 43815QAC1 AT $100.7266 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 CIBC WORLD MARKETS CORP.	618,776.66	614,186.62-	4,590.04

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/11/25		ACCRUED INTEREST ON SALE HONDA AUTO ABS 5.410% 2/18/28 CUSIP 43815QAC1	2,123.31		
09/17/25	5,770,000	PURCHASED HYUNDAI AUTO ABS 3.880% 4/15/30 CUSIP 44935JAD8 AT $99.9837 ON TRADE DATE 09/09/2025 TO SETTLE ON 09/17/2025 CITIGROUP GBL MKTS/SALOMON BRO	5,769,058.34-	5,769,058.34	
09/15/25		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 $0.00360/PV ON 6,570,000.00 PV DUE 9/15/25	23,652.00		
09/15/25		INTEREST RECEIVED HYUNDAI AUTO REC ABS 4.360% 12/17/29 CUSIP 44935XAD7 $0.00363/PV ON 2,825,000.00 PV DUE 9/15/25	10,264.17		
09/15/25		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 $0.00462/PV ON 2,530,000.00 PV DUE 9/15/25	11,680.17		
09/15/25	108,830.89-	PAID DOWN HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4	108,830.89	108,816.58-	14.31
09/02/25		INTEREST RECEIVED JOHNSON & JOHNSON 4.500% 3/01/27 CUSIP 478160DG6 INTEREST ON 4,850,000.000 UNITS	115,793.75		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/22/25		INTEREST RECEIVED KENVUE INC 5.050% 3/22/28 CUSIP 49177JAF9 INTEREST ON 6,250,000.000 UNITS	157,812.50		
09/15/25		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 $0.00389/PV ON 4,065,000.00 PV DUE 9/15/25	15,819.63		
09/15/25		INTEREST RECEIVED TOYOTA AUTO ABS 4.110% 3/15/30 CUSIP 89238VAD0 $0.00343/PV ON 4,705,000.00 PV DUE 9/15/25	16,114.63		
09/15/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 $0.00362/PV ON 4,385,000.00 PV DUE 9/15/25	15,859.08		
09/10/25	0.01	SHARE ADJUSTMENT TOYOTA AUTO REC ABS 5.160% 4/17/28 CUSIP 89231FAD2			
09/11/25	1,282,325.49-	SOLD TOYOTA AUTO REC ABS 5.160% 4/17/28 CUSIP 89231FAD2 AT $100.6680 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 MITSUBISHI UFJ SECURITIES (USA	1,290,891.02	1,282,035.42-	8,855.60
09/11/25		ACCRUED INTEREST ON SALE TOYOTA AUTO REC ABS 5.160% 4/17/28 CUSIP 89231FAD2	4,778.80		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/15/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 $0.00462/PV ON 1,725,000.00 PV DUE 9/15/25	7,963.75		
09/15/25	10,766.47-	PAID DOWN TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4	10,766.47	10,765.31-	1.16
09/11/25		INTEREST RECEIVED TOYOTA MTR CR MTN 5.250% 9/11/28 CUSIP 89236TLB9 INTEREST ON 5,600,000.000 UNITS	147,000.00		
09/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.125% 8/31/29 CUSIP 91282CFJ5 INTEREST ON 10,650,000.000 UNITS	166,406.25		
09/11/25	9,781,000	PURCHASED U.S. TREASURY NOTES 3.500% 9/15/25 CUSIP 91282CFK2 AT $100.0000 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 MORGAN STANLEY & CO.	9,781,000.00-	9,781,000.00	
09/11/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.500% 9/15/25 CUSIP 91282CFK2	167,446.47-		
09/15/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.500% 9/15/25 CUSIP 91282CFK2 INTEREST ON 9,781,000.000 UNITS	171,167.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/15/25	9,781,000-	MATURED U.S. TREASURY NOTES 3.500% 9/15/25 CUSIP 91282CFK2 AT $100.0000 ON TRADE DATE 09/15/2025	9,781,000.00	9,781,000.00-	
09/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.500% 9/30/29 CUSIP 91282CLN9 INTEREST ON 10,760,000.000 UNITS	188,300.00		
09/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.625% 3/31/28 CUSIP 91282CGT2 INTEREST ON 2,680,000.000 UNITS	48,575.00		
09/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.625% 8/31/29 CUSIP 91282CLK5 INTEREST ON 14,570,000.000 UNITS	264,081.25		
09/02/25	1,500,000	PURCHASED U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5 AT $99.5430 ON TRADE DATE 09/02/2025 BMOCM/BONDS	1,493,144.53-	1,493,144.53	
09/02/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5	300.41-		
09/03/25	38,575,000	PURCHASED U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5 AT $99.4688 ON TRADE DATE 09/02/2025 TO SETTLE ON 09/03/2025 NOMURA SECURITIES INTL. INC.	38,370,070.31-	38,370,070.31	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/03/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5	11,588.48-		
09/10/25	7,410,000-	SOLD U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5 AT $100.1172 ON TRADE DATE 09/09/2025 TO SETTLE ON 09/10/2025 NOMURA SECURITIES INTL. INC.	7,418,683.59	7,370,840.22-	47,843.37
09/10/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5	7,420.23		
09/11/25	3,610,000	PURCHASED U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5 AT $100.1914 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 CITIGROUP GBL MKTS/SALOMON BRO	3,616,909.77-	3,616,909.77	
09/11/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.625% 8/31/30 CUSIP 91282CNX5	3,976.48-		
09/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.000% 2/28/30 CUSIP 91282CGQ8 INTEREST ON 6,085,000.000 UNITS	121,700.00		
09/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.000% 2/29/28 CUSIP 91282CGP0 INTEREST ON 23,105,000.000 UNITS	462,100.00		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD SEPTEMBER 1, 2025 THROUGH SEPTEMBER 30, 2025

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 3/31/29 CUSIP 91282CKG5 INTEREST ON 10,050,000.000 UNITS	207,281.25		
09/30/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 9/30/27 CUSIP 91282CFM8 INTEREST ON 11,280,000.000 UNITS	232,650.00		
09/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.250% 2/28/29 CUSIP 91282CKD2 INTEREST ON 7,225,000.000 UNITS	153,531.25		
09/02/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.375% 8/31/28 CUSIP 91282CHX2 INTEREST ON 9,675,000.000 UNITS	211,640.63		
09/10/25	6,775,000-	SOLD U.S. TREASURY NOTES 4.375% 8/31/28 CUSIP 91282CHX2 AT $102.4141 ON TRADE DATE 09/09/2025 TO SETTLE ON 09/10/2025 MORGAN STANLEY & CO.	6,938,552.73	6,860,336.06-	78,216.67
09/10/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.375% 8/31/28 CUSIP 91282CHX2	8,188.02		
09/03/25	2,515,000-	SOLD U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0 AT $100.8008 ON TRADE DATE 09/02/2025 TO SETTLE ON 09/03/2025 BARCLAYS CAPITAL INC. FIXED IN	2,535,139.65	2,517,722.77-	17,416.88

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/03/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 9/15/26 CUSIP 91282CHY0	54,366.37		
09/03/25	9,975,000-	SOLD U.S. TREASURY NOTES 4.625% 10/15/26 CUSIP 91282CJC6 AT $100.8516 ON TRADE DATE 09/02/2025 TO SETTLE ON 09/03/2025 RBC DAIN RAUSCHER INC.	10,059,943.36	10,019,809.57-	40,133.79
09/03/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 10/15/26 CUSIP 91282CJC6	177,730.79		
09/03/25	25,000,000-	SOLD U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8 AT $100.8984 ON TRADE DATE 09/02/2025 TO SETTLE ON 09/03/2025 RBC DAIN RAUSCHER INC.	25,224,609.38	25,231,995.95-	7,386.57-
09/03/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8	348,760.19		
09/10/25	925,000-	SOLD U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8 AT $101.0664 ON TRADE DATE 09/09/2025 TO SETTLE ON 09/10/2025 MORGAN STANLEY & CO.	934,864.26	933,583.85-	1,280.41
09/10/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8	13,717.90		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
09/24/25	5,000,000-	SOLD U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8 AT $101.0391 ON TRADE DATE 09/23/2025 TO SETTLE ON 09/24/2025 RBC DAIN RAUSCHER INC.	5,051,953.13	5,046,399.19-	5,553.94
09/24/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8	82,948.37		
09/10/25	0.01	SHARE ADJUSTMENT USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4			
09/11/25	3,897,892.99-	SOLD USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4 AT $100.6680 ON TRADE DATE 09/10/2025 TO SETTLE ON 09/11/2025 MITSUBISHI UFJ SECURITIES (USA	3,923,929.70	3,897,210.85-	26,718.85
09/11/25		ACCRUED INTEREST ON SALE USAA AUTO OWNER ABS 5.580% 5/15/28 CUSIP 90291VAC4	15,708.51		
09/22/25		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 $0.00375/PV ON 6,905,000.00 PV DUE 9/20/25	25,893.75		
09/25/25		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 $0.00269/PV ON 8,000,000.00 PV DUE 9/25/25	21,493.34		
		ENDING BALANCE	**0.00**	**1,179,930,519.16**	

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
Non-Departmental - Separation Payouts		(200,000)	Decreases the budget for separation payouts and reallocates the funding to Materials, Services, and Supplies to cover contractor costs for repairs to the City-owned property on Gianera Street **(majority affirmative Council Votes required).**
Non-Departmental - Materials/Services/Supplies		200,000	Increases the budget for Materials, Services and Supplies to cover contractor costs for repairs to the City-owned property on Gianera Street, offset by a reduction to the separation payouts budget **(majority affirmative Council Votes required).**
Other Fees for Services (Ambulance Transport Revenue) / Transfer to the Vehicle Replacement Fund (Fire Department Reserve Engine)	100,000	100,000	Recognizes revenue for ambulance transport payments received from public healthcare providers and patients for Fire Department ambulance transports to hospitals. Ambulance transports began in March 2023 under the current Santa Clara County dispatch orders, allowing agencies with ambulances to transport patients to hospitals in conjunction with County contracted ambulance services. These funds will be transferred to the Vehicle Replacement Fund to purchase a used fire engine that will replace a 1996 reserve engine in the Fire Department; this reserve engine is used when other engines are not in service or have been deployed to other jurisdictions to support mutual aid efforts **(five affirmative Council votes required to appropriate additional revenue).**
Other Revenue / Human Resources Department	18,700	18,700	Increases the Other Revenue estimate by $18,700 to recognize Flexible Spending Account (FSA) forfeiture funds received in FY 2025/26 and allocates those funds to the Human Resources Department to support health and wellness activities for City employees **(five affirmative Council votes required to appropriate additional revenue)**.
	118,700	**118,700**	

FY 2025/26 Budget Amendments

Fire CUPA Fund (159)

Department/Item	Source of Funds	Use of Funds	Explanation
Materials/Services/Supplies		3,770	This action increases the Materials/Services/ Supplies appropriation to fund a portion of the computer equipment, office furniture and cubicle configurations for the three new positions added to the Community Risk Reduction Division in FY 2025/26, as approved in the FY 2025/26 and FY 2026/27 Operating Budget. The costs will be funded by enforcement fines previously received through the Certified Unified Program Agencies (CUPA) program **(five affirmative Council votes for the use of unused balances).**
Unrestricted Ending Fund Balance		(3,770)	This change to the Ending Fund Balance offsets the recommended action above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

Fire Development Services Fund (158)

Department/Item	Source of Funds	Use of Funds	Explanation
Materials/Services/Supplies		20,500	This action increases the Materials/Services/ Supplies appropriation to fund a portion of the computer equipment, office furniture and cubicle configurations for the three new positions added to the Community Risk Reduction Division in FY 2025/26, as approved in the FY 2025/26 and FY 2026/27 Operating Budget **(five affirmative Council votes for the use of unused balances).**
Unrestricted Ending Fund Balance		(20,500)	This change to the Ending Fund Balance offsets the recommended action above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

FY 2025/26 Budget Amendments

Fire Operating Grant Trust Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / 2025 County of Santa Clara Emergency Medical Services Trust Fund	33,332	33,332	Recognizes and appropriates $33,332 of County funding from the 2025 Emergency Medical Services Trust Fund, administered through the Santa Clara County Emergency Medical Services System. The funds will be used to support the Fire Department's purchase of ambulance gurneys **(five affirmative Council votes required to appropriate additional revenue).**
	33,332	**33,332**	

Vehicle Replacement Fund (050)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from General Fund / Capital Outlay	100,000	100,000	Increases the transfer from the General Fund and increases the Capital Outlay budget to purchase a used fire engine that will replace a 1996 reserve engine in the Fire Department; this reserve engine is used when other engines are not in service or have been deployed to other jurisdictions to support mutual aid efforts **(five affirmative Council votes required to appropriate additional revenue).**
	100,000	**100,000**	

25-1107 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Action on the City's Debt Management Policy

BACKGROUND
The Government Finance Officers Association (GFOA) recommends that state and local governments adopt comprehensive written debt management policies. In addition, effective January 1, 2017, California Government Code section 8855(i) requires any issuer of public debt to provide the California Debt and Investment Advisory Commission (CDIAC) a report of any proposed issuance. The report to the CDIAC must include certification that the issuer has adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies.

A debt management policy improves the quality of decisions and adherence to the policy signals to rating agencies and capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner. The City of Santa Clara's (the "City") Debt Management Policy (the "Policy") provides guidance for the issuance of bonds and other forms of indebtedness to finance land acquisition, construction, equipment, and other capital requirements of the City. The Policy is reviewed annually by Finance Department staff and updated as necessary to promote prudent debt management decisions and to remain compliant with state and federal laws.

The City's original Policy was adopted by City Council in March 2018 and provides written guidelines on the issuance of debt, management of the City's debt portfolio, and adherence to various laws and regulations related to the City's debt.

DISCUSSION
The City's Policy is continually monitored to determine if updates are necessary and prudent. A review of the current Policy was conducted by the Finance Department in anticipation of the upcoming General Obligation bond issuance anticipated for January 2026. In the latest review of the Policy, staff has identified recommended revisions (See Attachment 1 for the revised policy and Attachment 2 for the track changes version). The following notable changes are recommended to the Policy to ensure that the Policy and City processes and procedures remain consistent with state and federal rules and GFOA best practices:

1. Require that all publicly offered debt issuances meet the disclosure requirements of the Securities and Exchange Commission and other government agencies before and following bond sales. The Policy requires the Finance Department to prepare and periodically review and update, as necessary, Disclosure Controls and Procedures. See Attachment 3.

2. Specify the types of allowable short-term debt the City may issue, including Commercial

Paper (CP), Line of Credit (LOC), Grant Anticipation Notes (GANs), Bond Anticipation Notes (BANs), Tax and Revenue Anticipation Notes (TANs & RANs), and Other short-term debt such as a Direct Purchase Loan from a bank or Floating Rate Notes, and the conditions or requirements to issue such short-term debt.

3. Reference the Finance Department's Citywide Tax-Exempt Bond Proceeds Drawdown Procedures under the Arbitrage Rebate section. To facilitate the accurate and timely drawdown of tax-exempt bond proceeds spent on project expenditures and adhere to the arbitrage rebate requirements of the federal tax code, the Finance Department has established Citywide Tax-Exempt Bond Proceeds Drawdown Procedures (the "Drawdown Procedures"). The Drawdown Procedures provide guidance to City staff following the issuance of debt for the financing of City capital projects and are intended to (i) ensure the City's compliance with relevant federal and state securities laws, and (ii) maximize interest earnings on tax-exempt bond proceeds the City is legally allowed to earn and retain. See Attachment 4.

The proposed Policy establishes prudent guidelines for managing the City's debt to meet long-term goals and is in compliance with all provisions of the City Charter and the California Government Code section 8855(i) relevant to the issuance of public debt by local agencies. Additionally, the Policy provides guidance regarding the types of debt the City may issue (fixed or variable rate, tax-exempt or taxable), the methods for issuing debt obligations (competitive sale, negotiated sale, or private placement), the selection of financial service providers (municipal advisors, bond counsel, trustees, etc.), and the structural features of debt issuances (final maturity, call options, etc.) The Policy also describes various revenue sources that may be used to secure debt, such as property taxes, enterprise revenue, lease revenue, and special assessments. To help ensure that debt is issued in a financially prudent manner, the Policy includes sections related to debt capacity limits, debt service reserves, credit ratings, credit enhancements, and the investment of bond proceeds, as well as an appendix on interest rate swap guidelines. The Policy provides guidance on continuing disclosure, compliance, and reporting requirements following the issuance of debt, and a glossary of debt management terms.

The approved policy will be incorporated in the City Policy and Procedures Manual and published on the City's website.

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. Furthermore, 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 cost to the City other than administrative staff time and expense which is already budgeted.

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
Approve the Debt Management Policy for the City of Santa Clara, its agencies and corporations.

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

ATTACHMENT
1. Debt Management Policy
2. Debt Management Policy (blackline)
3. Disclosure Controls and Procedures
4. Citywide Tax-Exempt Bond Proceeds Drawdown Procedures

Debt Management Policy

City of Santa Clara

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050

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CITY OF SANTA CLARA
DEBT MANAGEMENT POLICY

Effective as of November 18, 2025

INTRODUCTION

This Debt Management Policy (the "Debt Policy") provides guidance for the issuance of bonds and other forms of indebtedness to finance land acquisition, construction, equipment, and other capital requirements of the City of Santa Clara (the "City"). While the issuance of debt is an appropriate method of financing capital projects and major equipment acquisitions, such issuance shall be carefully monitored to preserve the City's credit strength and to provide the necessary flexibility to fund future capital needs. In addition, the issuance of debt shall be closely aligned with the cash flow requirements of the projects being financed.

This Debt Policy is intended to satisfy the requirements of California Government Code section 8855(i) and the California Debt and Investment Advisory Commission (CDIAC), including requiring any issuer of public debt within the State of California to provide to CDIAC, no later than thirty days prior to the sale of any debt, a report of the proposed issuance, including certification that the issuer has adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies.

AUTHORITY

The City, under the authority of the City Manager, executes debt instruments, oversees the accounting and reporting of debt, administers debt proceeds, manages continuing disclosure and debt compliance requirements, and makes debt service payments, while acting with prudence, diligence, and attention to prevailing economic conditions. The City Manager may delegate such authority to the Director of Finance.

The issuance of all debt shall receive required voter and/or City Council approval, and shall comply with all federal, state and local legal requirements.

SCOPE

The Debt Policy shall govern, except as otherwise covered by the City Charter and City Code, the issuance and management of all bonds and other forms of indebtedness by the City and any joint powers authority, financing corporation, or other entity created by the City Council or by State law for which the City Council serves as the governing or legislative body.

While adherence to the Debt Policy is required in applicable circumstances, the City recognizes that changes in the capital markets as well as unforeseen circumstances may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals. As appropriate, the Director of Finance shall seek City Manager and City Council direction and approval of all such modifications or exceptions. Failure of the City to comply with any provision of this Debt Policy will not affect the authorization, validity, or enforceability of any bonds or other forms of indebtedness that are otherwise issued in accordance with applicable law.

OBJECTIVES

The Debt Policy will guide the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining strong credit ratings, while assuming a prudent level of financial risk and preserving the City's flexibility to finance future capital programs and requirements. Additionally, the Debt Policy is intended to set forth criteria for selecting

firms to provide certain financial, legal, and other services related to the issuance and subsequent monitoring and reporting of debt.

INTERNAL CONTROL PROCEDURES

The Finance Department shall be responsible for managing and coordinating all activities related to the issuance and administration of the City's debt and shall coordinate with other departments on certain debt issuances, as needed. The Finance Department will assist other City departments with establishing and implementing debt-financed capital programs, as needed.

I. Debt Management Policy Review and Approval

The Debt Policy shall be approved by the City Manager and adopted by resolution of the City Council. The Debt Policy shall be reviewed annually by the Finance Department to ensure its consistency with the City's debt management objectives and any modifications must be approved by the City Manager and adopted by the City Council.

II. Debt Administration

The Finance Department shall have the responsibility and authority for structuring, implementing, and managing the City's debt and financing program, in accordance with City Council authorization. The issuance of all debt is required to be approved by the City Council as a regular item of business and not a consent agenda item, unless otherwise permitted by law.

The Finance Department shall oversee the City's debt management activities, including without limitation: payment of debt service; investment of debt proceeds; expenditure of debt proceeds; monitoring compliance with debt covenants; monitoring use of facilities financed with tax-exempt debt; relationships with credit rating agencies; compliance with continuing disclosure undertakings for publicly offered bonds and periodic reporting requirements for privately placed debt; arbitrage and rebate compliance for tax-exempt debt; and meeting all other required federal, state, and local reporting requirements.

III. Reporting

Information regarding the City's outstanding debt is provided through the City's Annual Comprehensive Financial Report (ACFR), Stadium Authority Quarterly Financial Status Reports, Citywide Budget, and Stadium Authority Budget.

DEBT ISSUANCE

I. Method of Sale

The three most commonly used methods of issuing debt obligations are competitive sale, negotiated sale, and private placement.

A. Competitive Sale

In a competitive sale, the issuer solicits bids from investment banks for award of the debt obligations. On a designated pricing date, investment banks submit bids through an electronically secure internet bidding platform and the investment bank whose bid represents the lowest True Interest Cost (TIC), and otherwise complies with the issuer's bid parameters, is awarded the debt obligations and serves as underwriter. The underwriter's compensation is included as a component of the bid.

B. Negotiated Sale

In a negotiated sale, the issuer selects an investment bank (or syndicate of investment banks) to serve as underwriter of the debt obligations. On a designated pricing date, the underwriter establishes the interest rates and other terms of the obligations, based on market conditions, subject to approval by the Director of Finance or other designated City official. If a negotiated sale is used, the underwriter or underwriter syndicate will be selected by the Director of Finance.

C. Private Placement

A private placement is the sale of an issue of debt to one or a limited number of investors, such as a commercial bank, insurance company, mutual fund, or other financial institution, without a public offering. Private placements may be entered into in special circumstances where bonds may be difficult to market but may be attractive to a specific individual investor, in markets where a private placement would result in lower borrowing costs than other methods of sale, to avoid the costs of a public offering and therefore reduce borrowing costs, or to secure financing quickly. All private placements shall be approved by the Director of Finance and the rationale for entering into a private placement shall be documented in writing.

If the Director of Finance determines that it is in the best interest of the City to pursue a private placement, the Director of Finance, or designee, will solicit proposals from potential lenders. The bidder whose bid represents the lowest True Interest Cost (TIC) for the debt, and otherwise provides the most beneficial terms to the City, will be selected as purchaser of the debt. The Director of Finance may engage a municipal advisor and other consultants to assist with a private placement sale.

II. Issuer Characteristics

The following issuer characteristics shall be considered to determine whether a competitive sale, negotiated sale, or private placement will be used.

A. Market Familiarity. A frequent issuer of a well-recognized type of debt such as general obligation bonds or revenue bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

B. Credit Strength. The higher the credit quality of the debt being issued, the more likely the debt can be sold using a competitive sale due to the high demand for high quality municipal debt. High quality credits fare well in competitive sales.

C. Policy Goals. A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the Director of Finance concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, or that current market conditions are such that a competitive sale is not advisable, then a negotiated sale will be used. If the Director of Finance selects a negotiated sale solely for policy reasons, the specific rationale and criteria for selection should be clearly specified.

III. Financing Characteristics

The following financing characteristics shall be considered to determine whether a competitive sale, negotiated sale, or private placement will be used.

A. **Type of Debt Instrument.** The market favors familiar debt instruments (such as general obligation bonds or utility enterprise revenue bonds) backed by strong revenue streams. New credit types may require an education process that is more conducive to a negotiated sale or private placement until the market becomes comfortable with the credit.

B. **Issue Size.** The size of the borrowing amount will influence both investor interest and the market's ability to absorb the debt. In general, if the debt sale is very small or very large a negotiated sale may be the most financially prudent method of sale. Large borrowing amounts may be difficult for the market to absorb without the presale activity available through a negotiated sale. Small borrowing amounts may require greater marketing through a negotiated sale to garner investor interest, or may be appropriate for a private placement due to efficiencies in timing and lower issuance costs.

C. **Market Conditions and Timing.** During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Debt refinancings are dependent on favorable interest rates in order to produce the desired level of debt service savings. A negotiated sale or private placement provides more flexibility in terms of the structure and timing, and may be more appropriate when refinancing debt or when interest rates are volatile.

D. **Term of Debt.** Debt issuances with a shorter term (generally less than 15 years) may be more appropriate for a negotiated sale or private placement than a competitive sale due to a smaller pool of potential investors.

E. **Story Bonds.** Debt issuances that require a detailed explanation due to the complexity of the credit, or limited sources of repayment (such as land-secured financings), are often referred to as "Story Bonds." Due to their complexity and the additional explanation these types of debt require, an extensive pre-marketing campaign may be necessary. Story Bonds often require a negotiated sale to an underwriter or an underwriting syndicate that is qualified to market the debt, or to a single financial institution in a private placement to obtain the lowest cost financing.

IV. Initial Disclosure Requirements

Each publicly offered debt issuance shall meet the disclosure requirements of the Securities and Exchange Commission and other government agencies before and following the sale. The Finance Department, together with the City Attorney's Office and Disclosure Counsel, shall coordinate the preparation of all necessary documents for disclosure, with input from various other City departments and outside consultants, as needed.

Disclosure Documents shall provide complete and accurate information at the time they are prepared and distributed to allow potential investors to make informed investment decisions.

The Finance Department shall prepare and periodically review and update, as necessary, Disclosure Controls and Procedures. The Disclosure Controls and Procedures are intended to (i) ensure the accuracy of the City's disclosures and the City's compliance with all applicable federal and state securities laws, and (ii) promote best practices regarding disclosures relating to debt issued by the City.

FINANCIAL SERVICE PROVIDERS

I. Selection

For negotiated sales, an underwriter or underwriter syndicate will be selected by the Director of Finance. The allocation of bonds among syndicate members will be at the sole discretion of the Director of Finance. For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid on the debt.

In connection with debt financings, municipal advisors, bond counsel, disclosure counsel, placement agents, trustees, and all other service providers shall be procured and/or selected by the Director of Finance in accordance with the City's Municipal Code and City procurement standards. Contracts shall conform to the City Attorney approved contract standards and language and shall be administered by the Director of Finance, or his/her designee.

II. Conflict of Interest

The City shall hire municipal advisors who do not have a conflict of interest. If the best available municipal advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a municipal advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the municipal advisor. In general, no agreement will be permitted that would compromise the firm's ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest.

Municipal advisors must alert the Director of Finance in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

Pursuant to Rule G-37 of the Municipal Securities Rulemaking Board (MSRB), a firm may be banned from providing underwriting services to the City for two years for making any political contribution to an elected City official.

III. Communication

All financial consultants, including all investment banking firms, municipal advisors, bond counsel, disclosure counsel, and other consultants hired in connection with any debt issuance will direct all communications, solicitations and questions to the Director of Finance or his/her designee.

PLANNING GOALS AND OBJECTIVES

The City is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City shall issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual budget.

RELATIONSHIP OF DEBT TO CAPITAL PROGRAM

The five-year capital improvement program (CIP) of the City is approved by the City Council. The CIP shall provide the basis for determining long-term capital needs of the City and may be supplemented with longer term capital plans or master plans when appropriate. As necessary, the Finance Department shall work with the various City departments to develop financial forecasts related to the CIP to identify the optimal method to finance the program, including pay-as-you-go

and/or the issuance of debt obligations. The Finance Department will work with other City departments, as applicable, in reviewing funding sources and financial forecasts to ensure their adequacy in complying with existing bond covenants, debt limits and any potential impact on existing bond ratings prior to the issuance of any new debt.

TAX STATUS

Prior to the issuance of any debt, the Finance Department, in conjunction with bond counsel and the City Attorney's Office, will evaluate the tax status of the proposed debt.

I. Tax-Exempt

Interest on the City's tax-exempt debt is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and, as a result, tax-exempt debt can be sold at a lower True Interest Cost than taxable debt. The Finance Department, along with bond counsel, shall evaluate all projects contemplated to be debt-financed to assess their eligibility to be funded by tax-exempt debt. The City will make every effort to ensure compliance with all tax regulations to ensure the debt maintains its tax-exempt status.

II. Taxable

Certain debt issuances may be sold on a federally taxable basis because it is issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve "private activity". In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds may be used whenever a particular project has the potential for private activity or other uses that are not eligible for tax-exempt treatment.

TYPE OF DEBT

I. Long-Term Debt

Long-term debt may be used to finance the construction, acquisition, and rehabilitation of public capital facilities; acquiring and improving land; and acquiring certain equipment where it is appropriate to spread the costs over more than one budget year. Long-term debt should not be issued for longer than the useful life of the capital facilities or equipment being financed. With the issuance of long-term debt, the City recognizes that future taxpayers who will benefit from the project should pay a share of its cost. Long-term debt will not be considered for current operating expenses and routine maintenance expenses.

A. General Obligation (G.O.) Bonds

G.O. bonds are issued to fund the acquisition and improvement of real property and are usually issued at lower interest rates than other financing instruments due to their lower repayment risk. G.O. bonds are payable solely from ad valorem property taxes levied within the City and require two-thirds voter approval to be issued.

B. Revenue Bonds

Revenue bonds are supported solely by fees generated from specific Enterprise Funds. Accordingly, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue bonds will be determined by the expected life of the project to be financed and the revenues available to repay the debt. Revenue bonds require majority voter approval in order to

be issued by the City, except for revenue bonds issued to finance the generation, production transmission and distribution of electric energy, including the acquisition and/or construction of land and facilities therefore, which may be authorized by City Council.

C. Certificates of Participation

Certificates of Participation (COPs) are a debt instrument evidencing a pro-rata share in a specific pledged revenue source, usually lease payments, made by the City under an installment sale or lease/leaseback structure between the City and another public entity, such as a non-profit financing corporation. Operating revenues are pledged to pay lease payments, which are then used to pay debt service on the COPs. The lease and lease payments are typically assigned to a trustee, which distributes the lease payments to investors.

In the case of a lease/leaseback structure, the City Council is required to annually budget and appropriate lease payments each year. Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated. Lease financings require a finding that the fair market rental value of the leased property is equal to or greater than the required lease payments.

D. State Revolving Fund Loans

The State of California administers various State Revolving Fund (SRF) programs to assist cities and other agencies with financing large capital projects. The programs function like an infrastructure bank by distributing low-interest rate loans for projects. Compared to traditional bond financing, the City may realize substantial savings as a result of the low interest rate of SRF loans.

The City's Finance Department, in conjunction with the benefiting department, shall request City Council approval to apply for SRF loans to finance capital projects when prudent to do so. The City may also apply for SRF loans with other cities or agencies to fund joint projects such as improvements to the San Jose/Santa Clara Regional Wastewater Facility.

Other State and Federal agencies such as the California Infrastructure and Economic Development Bank (I-Bank) and the United States Department of Transportation also provide low-cost loan programs to public agencies for a wide variety of public infrastructure projects including transportation, energy, and economic development projects. The Finance Department and benefiting departments within the City will evaluate such programs on a case-by-case basis.

E. Special Assessment Bonds

Special assessment bonds are used to fund public capital improvements that benefit a discrete group of properties within a designated assessment district. Principal and interest owed on the bonds is paid from assessments on the property within the assessment district benefiting from the particular bond-funded project. The creation of a special assessment district is subject to approval of the property owners within the district and must follow a detailed legal process, including City Council approval.

The City is required to provide ongoing administrative support for special assessment districts, including annual assessment levies and disclosure filings, and to pursue foreclosure of parcels with assessment delinquencies. Although certain aspects of this ongoing support may be outsourced to consultants, consideration will be given to the

additional work placed on the City's limited resources before approving any assessment district formation or assessment bond issuance.

The City will consider requests for assessment district formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case-by-case basis, and the Director of Finance may not recommend a financing if it is determined that the financing is not in the best interests of the City.

F. Community Facilities District Bonds

Community Facilities District (CFD) bonds are used to fund public capital improvements (and certain permitted privately owned improvements) that benefit a discrete group of properties within a designated special district. Debt service on the bonds is paid solely from special taxes levied on the property within the special district. Special taxes are levied and collected on the County secured property tax rolls. The creation of a CFD is subject to the approval of property owners to be included within the proposed district and must follow a detailed legal process, including City Council approval.

The creation of a CFD and issuance of special district bonds are typically requested by a property developer seeking a public financing mechanism to fund public infrastructure required by the City as a condition of approval for a development project. Subject to voter approval, once a district is formed special district bonds may be issued and special taxes levied upon properties within the district to pay debt service on the bonds. In addition, special taxes may be used to directly pay for the cost of capital improvements and to pay for certain municipal services such as police and fire protection and maintenance of public parks.

The City is required to provide ongoing administrative support for CFDs, including annual special tax levies and disclosure filings, and to pursue foreclosure of parcels with special tax delinquencies. Although certain aspects of this ongoing support may be outsourced to consultants, consideration will be given to the additional work placed on the City's limited resources before approving any CFD formation or special tax bond issuance.

The formation of any CFD and the issuance of bonds secured by special taxes levied by a CFD shall be in accordance with the City's "Local Goals and Policies for Community Facilities Districts" adopted by City Council Resolution 10-7706 on March 30, 2010 (see Appendix C).

The City will consider requests for CFD formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case-by-case basis, and the Director of Finance may not recommend a financing if it is determined that the financing is not in the best interests of the City.

II. Short-Term Debt

Short-term debt may be utilized as a temporary source of funding for capital projects with uncertain cash flow requirements and timing. It is anticipated that short-term debt will be retired with the issuance of long-term debt. The City will determine and utilize the least costly method for short-term borrowing.

A. Commercial Paper (CP)

Commercial Paper may be issued for a term of up to 270 days as an alternative to long-term fixed rate debt, particularly when the timing of funding requirements is uncertain. Source of repayment usually includes revenue generated by the City's various enterprises, such as Electric, Water, and Sewer. Upon maturity, the CP may be reissued for additional

periods of up to 270 days. The City may maintain an ongoing commercial paper program to ensure flexibility and immediate access to capital funding when needed. The retirement of CP is most commonly a result of the issuance of long-term bonds, but CP may also be retired with available cash.

B. Line of Credit (LOC)

An LOC shall be considered when more cost effective than other short-term debt options. Source of repayment usually includes revenue generated by the City's various enterprises, such as Electric, Water, and Sewer. An LOC shall be structured in conformity with Internal Revenue Code requirements.

C. Grant Anticipation Notes ("GANs")

GANs are short-term notes that are repaid with proceeds of State or federal grants of any type. The City shall generally issue GANs only when there is no other viable source of funding for the project.

D. Bond Anticipation Notes ("BANs")

BANs are short-term notes issued prior to the issuance of long-term debt. BANs may be used when an issuer wants to delay a long-term debt issuance, or if an issuer wants to combine several projects into one larger issue. BANs are usually retired, or refunded, with long-term debt. BANs will be issued only when there is no better alternative to reduce the overall cost of a financing program.

E. Tax and Revenue Anticipation Notes ("TANs" and "RANs")

TANs and RANs may be issued to solve a mismatch between tax or other revenue receipts and ongoing expenditures. TANs and RANs may be used to raise funds for capital projects and will be repaid with future tax or revenue collections. The sizing of the issue shall fully conform to Internal Revenue Code requirements and limitations.

F. Other

Other short-term debt such as a Direct Purchase Loan from a bank or Floating Rate Notes may be considered and utilized when appropriate with the written approval of the Director of Finance.

III. Alternative Debt Instruments – Derivative Products

The City will consider the use of derivative products on a case-by-case basis consistent with state statutes and this Policy. The use of certain derivative products, such as swaps and swaptions, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used allows the City to issue variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, derivative products have unique risks that the City and its municipal advisor must evaluate per the City's Swap Guidelines. The Swap Guidelines are included in Appendix A – Interest Rate Swap Agreement Guidelines.

DEBT CAPACITY

In accordance with the City Charter Section 1309, the bonded indebtedness of the City may not in the aggregate exceed the sum of 15% of the total assessed valuation of property within the City, exclusive of revenue bonds or any indebtedness that has been or may be incurred for the purposes of acquiring, constructing, extending, or maintaining municipally owned utilities, for which purposes

a further indebtedness may be incurred by the issuance of bonds, subject only to the provisions of the State Constitution and the City Charter.

Within the limitations of City Charter Section 1309, determining the amount of indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year Capital Improvement Program, subject to the condition that sufficient revenues are projected to be available to pay debt service. Factors such as debt service coverage requirements for outstanding debt, the impact on the citizens based on necessary increases in property tax rates or utility user rates, and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, electric, water or sewer bonds will take into consideration the impact on customer utility rates. Other factors such as providing debt capacity for future programs and existing and forecasted fund balances, including reserves, will also be taken into consideration.

DEBT SERVICE RESERVE FUND

A debt service reserve fund for each debt issuance may be held by a bond trustee to make principal and interest payments to bondholders in the event that pledged revenues are insufficient to make the payments on a particular bond issuance. Investments held within a debt service reserve fund shall conform to the applicable bond indenture and the City's Investment Policy.

Under federal tax law, the maximum size of a debt service reserve fund for tax-exempt debt is generally calculated as the least of (1) 10% of the original principal amount of the debt, (2) 125% of average annual debt service, or (3) maximum annual debt service.

The City shall have the option to issue debt with a debt service reserve fund that is less than the maximum allowable amount, or to issue debt without a reserve fund.

The Director of Finance shall have the authority to determine whether to establish a debt service reserve fund, the size of any debt service reserve fund, and the investments to be purchased within the reserve fund. Factors to consider include the cost of a debt service reserve fund over the life of the bonds compared to expected interest earnings, and bond pricing and credit rating impacts.

A debt service reserve may be funded with a reserve insurance policy or surety policy when economically feasible, as determined by the Director of Finance.

PURPOSE OF FINANCING

Generally, debt may be issued to fund new capital projects ("new money financing") or to refund existing debt.

I. New Money Financing

New money issues are financings that generate funding for capital projects. These funds will be used for land acquisitions, capital construction, equipment, and other items deemed necessary by the City. New money bond proceeds are not used to fund operational activities.

II. Refinancing

A periodic review of the City's outstanding debt will be performed by the Finance Department, or other delegated department, to identify potential refunding opportunities.

Refunding debt is issued to retire all or a portion of an outstanding debt issue, typically to refinance at a lower interest rate and reduce debt service costs. Alternatively, a refunding transaction may be undertaken for reasons other than to achieve cost savings, such as to

restructure debt service payments, to change the type of debt instruments being used, or to eliminate undesirable covenants.

For each refinancing, the Finance Department will prepare, or have a consultant prepare, a present value savings analysis that identifies the financial effects of a proposed refinancing. The debt service savings shall generally be at least 3% of the refunded par amount, net of all transaction expenses. This 3% savings target may be waived by the Director of Finance if he/she determines that the refunding is in the City's best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for its short- and long-term debt. The City will not issue bonds with a rating below investment grade.

I. Rating Agency Relationships

The Finance Department shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

II. Use of Rating Agencies

The City shall obtain a rating from at least one nationally recognized rating agency on all new debt issues being sold in the public market, except as described below.

A. The Director of Finance shall determine if any additional ratings will be requested on a particular financing. The Director of Finance shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement or for Special District or Special Assessment Bonds, are permissible, if warranted by the circumstances and approved by the Director of Finance. See Appendix C – Local Goals and Policies for Community Facilities Districts, Section III.

B. The City shall contact rating agencies when the City anticipates issuing debt. The appropriate financing and disclosure documents shall be sent several weeks prior to the debt sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the Director of Finance, such a meeting is in the best interest of the City in order to obtain the highest possible credit rating.

C. The City shall make every reasonable effort to maintain or improve its credit ratings.

D. The City shall request an underlying rating and an insured rating on all debt issues utilizing bond insurance or other credit enhancement instrument.

E. The City shall notify all rating agencies utilized by the City of the disclosure of certain enumerated events relating to its outstanding debt made by the City to the Electronic Municipal Market Access (EMMA®) system pursuant to a continuing disclosure agreement or undertaking meeting the requirements of SEC Rule 15c2-12.

F. All communications, both oral and written, in response to requests for information from the rating agencies shall be made in a timely manner.

G. The City shall submit its audited Annual Comprehensive Annual Financial Report (ACFR) to all rating agencies then maintaining a rating on the City's outstanding debt.

CREDIT ENHANCEMENT

Credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain debt may be financially beneficial. For example, bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

I. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular debt issue. Bond insurance provides improved credit quality for the debt as a result of the insurance provider's guarantee of the payment of principal and interest on the debt. Because of the decreased risk of non-payment, investors are willing to purchase insured debt at lower yields than uninsured debt, thus providing the issuer with interest cost savings.

A. Benefit Analysis. The decision to use bond insurance is a financial decision. The Finance Department, in conjunction with the City's municipal advisor or other qualified consultant, shall prepare a benefit analysis that compares the present value of the interest savings to the cost of the insurance. Insurance may be purchased when the premium cost is less than the present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

B. **Provider Selection**. The Finance Department will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a competitive sale, facilitating the prequalification of bonds by insurance providers, and may engage a municipal advisor to assist with the provider selection process. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the Director of Finance shall have the authority to purchase bond insurance when the benefit analysis prepared under paragraph (A) above demonstrates positive interest savings, and the terms and conditions governing the guarantee are satisfactory.

II. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit (LOC) represent a bank's promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee draws upon the LOC to make debt service payments and the City reimburses the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

STRUCTURAL FEATURES OF DEBT ISSUANCE

I. Maturity

The final maturity of a debt issuance shall be equal to or less than the remaining useful life of the assets or capital improvements being financed.

II. Debt Service Structure

The City will carefully consider the debt service structure for each debt issue. Factors such as the flow of revenues available for a particular credit or the desire to structure savings from a refunding in a particular year shall be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future financings. A debt structure that is back loaded may be considered when such structuring is beneficial to the City's aggregate debt schedule or when such amortization more closely matches anticipated program cash flows.

III. Fixed Rate Debt

Fixed rate debt provides the benefit of fixed interest rates and debt service payments over the life of the debt and provides certainty for long-term capital budgeting and planning.

IV. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. For example, Variable Rate Demand Notes may be issued with interest rates that "reset" daily, weekly, monthly or semiannually at the option of the issuer. Commercial paper is issued with a maturity of up to 270 days at the issuer's option. As the commercial paper matures, it is resold at prevailing interest rates by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming a normal interest rate environment/upward sloping yield curve). Even with the risks inherent in variable interest rates, it may be prudent for the City to issue variable rate debt to take advantage of the lower interest rates. A bank liquidity facility may be required or desirable in connection with variable rate debt, as determined by the Director of Finance.

Factors to be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term variable rate financing to fund uncertain construction cash flow requirements. The short-term variable rate debt can be refinanced as long term, fixed-rate debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for the use of variable rate financing.

V. Debt Service Coverage

The City will determine the appropriate minimum debt service coverage levels based upon the nature of the pledged revenues, rating considerations, existing contractual requirements, and other relevant factors.

VI. Capitalized Interest

Subject to IRS regulations, interest on new money tax-exempt debt may be capitalized during the construction period of a project, but in any case, no longer than three years. Interest may not be capitalized on refunding bond issues. Interest may also be capitalized on projects for which the revenue designated to pay debt service on the bonds will be collected at a future date. Use of capitalized interest shall be reviewed by bond counsel.

VII. Call Options/Redemption Provisions

A call option, or optional redemption provision, provides the City the right to prepay debt prior to its stated maturity. Under certain market conditions, a call option allows the City to achieve future interest savings by refunding outstanding debt at lower interest rates. The City may also call outstanding bonds to alleviate undesirable bond covenants or to restructure debt service.

The Director of Finance, or his/her designee, shall determine appropriate prepayment or redemption terms on each issuance of debt, respectively, based on the City's planning and policy goals for the debt, prevailing market conditions for publicly offered debt, and lender requirements for privately placed debt.

INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some bond proceeds may be invested. The Director of Finance, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

CONTINUING DISCLOSURE

The City will comply with Rule 15(c)2-12 of the Securities and Exchange Commission for all publicly offered debt. The Finance Department shall be responsible for filing annual financial information and notices of certain events with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA®) in a timely manner. The City may engage consultants to assist in the preparation and filing of continuing disclosure reports.

ARBITRAGE REBATE

Upon the issuance of tax-exempt bonds, the City shall not take any action that would cause the bonds to be declared "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986 (the "Code"). Federal law states that investment earnings on tax-exempt bond proceeds in excess of the bond yield are arbitrage earnings and must be rebated to the Federal Government within certain prescribed timeframes, unless certain exceptions are met. Satisfying one or more of the exceptions may exempt a bond issue, or certain proceeds of a bond issue, from the rebate requirements. The Federal arbitrage regulations do not apply to taxable bond issues.

The City shall follow the procedures and guidelines set forth in the Code regarding the expenditure of proceeds, the investment of proceeds and applicable arbitrage rebate requirements (the "Arbitrage Regulations"). The Finance Department shall actively monitor the investment and disbursement of tax-exempt bond proceeds for compliance with the Arbitrage Regulations.

The Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The City may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

To facilitate the accurate and timely drawdown of tax-exempt bond proceeds spent on project expenditures and adhere to the arbitrage rebate requirements of the federal tax code, the Finance Department has established Citywide Tax-Exempt Bond Proceeds Drawdown Procedures (the "Drawdown Procedures"). The Drawdown Procedures provide guidance to City staff following the issuance of debt for the financing of City capital projects and are intended to (i) ensure the City's compliance with applicable federal and state laws, and (ii) maximize the interest earnings on tax-exempt bond proceeds the City is legally allowed to earn and retain. The Finance Department shall review the Drawdown Procedures at least annually and update as necessary.

POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its debt and shall follow the procedures contained in Appendix B – Post Issuance Compliance Guidelines for Tax-Exempt Bonds.

APPENDIX A

INTEREST RATE SWAP AGREEMENT GUIDELINES
(the "Swap Guidelines")

These Swap Guidelines are promulgated by the City of Santa Clara (the "City") to govern the use of Interest Rate Swap Agreements. Interest Rate Swap Agreements shall be used judiciously and must be approved by the Director of Finance and City Manager, as detailed herein. "Interest Rate Swap Agreement" shall mean a written contract, entered into in connection with the issuance of debt by the City, in connection with City debt already outstanding or as a hedge for future anticipated debt, with a counterparty to provide for an exchange of payments based upon fixed and/or variable interest rates. "Swaps" shall be inclusive of Swaptions which are options on Swaps.

Conditions Under Which Interest Rate Swap Agreements May Be Entered

Purposes

Interest Rate Swap Agreements may be used for the following purposes only:

1. To achieve additional savings as compared to other, non-derivative type products available in the bond market,
2. To prudently hedge risk in the context of a particular financing or the overall asset/liability management of the City,
3. To incur variable rate exposure within prudent guidelines,
4. To achieve more flexibility in meeting overall financial objectives than available in conventional markets,
5. To accomplish a financial objective not otherwise obtainable using traditional financing methods (e.g., synthetic advance refundings of private activity bonds).

Legality

The City must receive an opinion acceptable to the market from a reputable law firm that the Interest Rate Swap Agreement is a legal, valid and binding obligation of the City and the transaction is not prohibited by any applicable law.

Speculation

Interest Rate Swap Agreements shall not be used for speculative purposes. Associated risks will be risks that the City has determined are prudent in the context of the transaction in which an Interest Rate Swap Agreement is considered and appropriate for the City to take.

Methods By Which Such Contracts Shall Be Solicited And Procured

Generally, the City shall procure Interest Rate Swap Agreements by competitive bidding, with at least three firms solicited. The City will determine which parties it will allow to participate in a competitive transaction taking into consideration, among other factors, the credit ratings of the swap counterparties. The City may also procure Interest Rate Swap Agreements by negotiated methods if it makes a determination that, due to the size or complexity of a particular swap, a negotiated transaction would result in the most favorable pricing and terms or that doing so will promote its interests by encouraging and rewarding innovation, or a negotiated transaction is otherwise determined to be in the interests of the City and the use of the negotiated Interest Rate Swap Agreement is approved by the City Council. The City has the right to accept matching of bids in order to decrease counterparty risk. The City may obtain an independent opinion from a Swap Advisor that the terms and conditions of the Interest Rate Swap Agreement reflect a fair market value of such agreement as of the date of its execution.

Form and Content of Interest Rate Swap Agreements

To the extent possible, the Interest Rate Swap Agreements entered into by the City shall contain the terms and conditions set forth in the International Swap and Derivatives Association. Inc. ("ISDA") Master Agreement, including the schedule, credit support annex and confirmation. The schedule should be modified to reflect specific legal requirements and business terms desired by the City.

The City shall consider including provisions that permit the City to assign its rights and obligations under the Interest Rate Swap Agreement and to optionally terminate the agreement at its market value at any time. In general, the counterparty shall not have the right to optionally terminate an agreement.

The Agreement shall include the following events of default of a counterparty:

1. Failure to make payments when due,
2. Material breach of representations and warranties,
3. Illegality,
4. Failure to comply with applicable downgrade provisions, and
5. Failure to comply with any other provisions of the agreement after a specified notice period.

The City shall have the right to terminate the agreement upon an event of default by the counterparty. Upon such termination, the counterparty will be the “defaulting party” or the "affected party" for purposes of calculating the termination payment owed.

Aspects of Risk Exposure Associated with Such Contracts

Before entering into an Interest Rate Swap Agreement, the City shall evaluate all risks inherent in the transaction. The risks to be evaluated may include: counterparty risk, termination risk, rollover risk, basis risk, tax event risk, credit risk and amortization risk. The City shall endeavor to diversify its exposure to counterparties. To that end, before entering into a transaction, the City should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure. The exposure should not be measured solely in terms of notional amount, but rather how changes in interest rates would affect the City's exposure "Value at Risk". The Value at Risk should be based on all outstanding derivative transactions of the City. Evaluation of risks will also include the following considerations:

1. Uncertainty with respect to the City's future debt obligations;
2. Effect on the City's credit quality;
3. Cumulative exposure to all risk factors identified;
4. Termination provisions of the swaps.

Counterparty Selection Criteria

The City may enter into an Interest Rate Swap Agreement if the counterparty or its guarantor has credit ratings of at least Aa3 from Moody's Investors Service and AA- from Standard & Poor's, and the counterparty has demonstrated experience in successfully executing Interest Rate Swap Agreements. If after entering into an agreement, the counterparty does not maintain the minimum ratings of Aa3/AA-, or as otherwise specified in the swap documents, then the agreement shall be subject to termination unless (a) the counterparty provides either a substitute guarantor or assigns the agreement, in either case, to a party meeting the rating criteria acceptable to the City, or (b) the counterparty (or guarantor) collateralizes the Interest Rate Swap Agreement in accordance with the criteria set forth in this Policy and the Interest Rate Swap Agreement. In addition, if after entering into an agreement, a rating of the counterparty is downgraded below Baa1/BBB+ or as otherwise specified in the swap documents, then the agreement shall be subject to termination unless the counterparty provides either a substitute guarantor or assigns the agreement, in either case, to a party meeting the rating criteria acceptable to the City.

Provisions for Collateralization

Should the rating of the counterparty, or if secured, the entity unconditionally guaranteeing its payment obligations, not satisfy the requirements of having at least two ratings of at least Aa3/AA-, then the obligations of the counterparty shall be fully and continuously collateralized by (1) direct obligations of the United States of America, (2) obligations of which the principal and interest are guaranteed by the United States of America, or (3) direct obligations of US Agencies and such collateral shall be deposited with the City or an agent thereof. Collateral requirements shall be subject to reasonable threshold and minimum transfer amounts. The specific collateralization requirements for each interest rate swap transaction shall be set forth in the corresponding swap documentation.

Long- Term Implications

In evaluating a particular transaction involving the use of Interest Rate Swap Agreements, the City shall review long-term implications associated with entering into Interest Rate Swap Agreements, including: cost of borrowing, historical interest rate trends, variable rate capacity, credit enhancement capacity, opportunities to refund related debt obligations, and other similar considerations. The required minimum present value savings to the City of a swap transaction issued to refund outstanding debt shall be at least twice the minimum required for a fixed rate refunding to compensate for the inherent risks associated with the use of interest rate swaps, unless it is determined by the Director of Finance that it is in the best financial interest of the City to accept present value savings of less than twice the requirement for a fixed rate refunding. Such determination shall be documented in writing.

Methods to Be Used to Reflect Such Contracts in the City's Financial Statements

The City shall reflect the use of Interest Rate Swap Agreements on its financial statements in accordance with generally accepted accounting principles, including the Governmental Accounting Standards Board pronouncements and guidance. Further, the City will provide appropriate swap disclosures to credit rating agencies, to investors in connection with bond offerings, and the municipal secondary market. Appropriate disclosure includes information about legal authority, risks, guidelines, and market value.

Monitoring

The City may use an independent Swap Advisor to assist internal professional staff in monitoring its existing or proposed swaps if it is in the best interests of the City to do so.

The City shall monitor its use of Interest Rate Swap Agreements on at least a semiannual basis as follows:

1. Preparing a description of each contract, including a summary of its terms and conditions, the notional amount, rates, maturity, and other provisions thereof;
2. Determining any amounts which were required to be paid and received, and that the amounts were paid and received;
3. Assessing the counterparty risk, termination risk, and other risks associated therewith, which shall include the aggregate mark to market value for each counterparty and relative exposure compared to other counterparties and a calculation of the City’s Value at Risk for each counterparty;
4. Determining that each counterparty is in compliance with its rating requirements;
5. Determining that each counterparty is in compliance with the downgrade provisions, if applicable (See Counterparty Selection Criteria): and Determining that all posted collateral, if required, has a net market value of at least the collateral requirements specified in the Interest Rate Swap Agreement.

APPENDIX B

POST ISSUANCE COMPLIANCE GUIDELINES FOR TAX-EXEMPT BONDS

The City has issued and may in the future issue obligations (including, without limitation, bonds, notes, loans, leases and certificates) that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the "IRS Code") and applicable requirements of California Government Code Section 8855 (the "California Code").

The City has established the guidelines contained herein (the "Guidelines") in order to ensure that the City complies with the requirements of the IRS Code and California Code that are applicable to its bonds. These Guidelines, along with requirements contained in the tax certificate (the "Tax Certificate") and other documents executed at the time of issuance of debt, as well as the City's internal arbitrage procedures, are intended to constitute written Guidelines for ongoing compliance with Federal tax requirements and the California Code, as applicable, and for timely identification and remediation of violations, if any, of such requirements.

A. GENERAL MATTERS.

1. Responsible Officer. The Director of Finance shall have overall responsibility for ensuring that the ongoing requirements described in these Guidelines are met with respect to bonds (the "Responsible Officer").

2. Establishment of Guidelines. The Guidelines are included as a part of the City's Debt Management Policy.

3. Identify Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Guidelines, notify the current holder of that office of the responsibilities, and provide that person a copy of the Guidelines (For each section of the Guidelines, this may be the Responsible Officer or another person who is assigned the particular responsibility.).

    a. Upon employee or officer transitions, new personnel shall be advised of responsibilities under the Guidelines and ensure they understand the importance of the Guidelines.

    b. If employee or officer positions are restructured or eliminated, responsibilities shall be reassigned as necessary to ensure that all guidelines have been appropriately assigned.

4. Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of contents of these Guidelines, review of the requirements contained in the IRS Code and California Code applicable to each debt issuance, identification of all debt that must be monitored, and familiarity with the actions that must be taken in order to correct noncompliance with the requirements of the IRS Code and California Code in a timely manner.

5. Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Guidelines to determine whether any violations have occurred so that such violations can be timely remedied through the "remedial action" regulations (Treasury Regulation §1.141-12, §1.142-2, §1.144-2, §1.145-2 or §1.147-2, as applicable) or the Voluntary Closing Agreement Program described in Internal Revenue Service ("IRS") Notice 2008-31 (or successor guidance) and related sections of the Internal Revenue Manual. Such review shall consist initially of compiling (a) a listing of fixed assets financed with tax-exempt debt, (b) a description of any sales or other dispositions of fixed assets so financed and (c) identifying any management contracts, lease or other use agreements discussed in Section D.3 hereof or amendments with respect to such agreements with private entities entered into (including, but not limited to agreements relating to solar energy or cellular phone towers) which have not been reviewed and approved by bond counsel as contemplated by Section D.3 hereof.

6. Change in Bond Terms. If changes to the terms of any bonds are contemplated, bond counsel shall be consulted. Such modifications could result in a reissuance (i.e., a deemed refunding of the bonds, which could jeopardize the tax-exempt status of the bonds, if applicable).

B. IRS INFORMATION RETURN FILING.

1. Filing of Applicable Form 8038. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Forms 8038 and 8038-G) with the IRS on a timely basis, and maintain copies of such reports, including evidence of timely filing as part of the transcript of the bond issue.

2. Filing of Forms 8038-T or 8038-R. The Responsible Officer shall file the IRS Form 8038-T relating to the payment of rebate or yield reduction payments in a timely manner. The Responsible Officer shall also monitor the extent to which the City is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using IRS Form 8038-R.

C. USE OF PROCEEDS. The Responsible Officer or other assigned personnel shall:

1. Use Consistent Accounting Guidelines. Maintain clear and consistent accounting guidelines for tracking the investment and expenditures of bond proceeds, including investment earnings on bond proceeds.

2. Monitor Reimbursement Allocations at Closing. At or shortly after closing of a bond issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.

3. Monitor Bond Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-exempt bonds are spent in a timely fashion consistent with the requirements of the Tax Certificate. Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of debt.

4. Monitor Costs of Issuance. With respect to qualified private activity bonds, monitor that no more than 2% of the sale proceeds are used to pay costs of issuance.

5. Qualified Use of Proceeds of Qualified Private Activity Bonds. With respect to qualified bonds, including exempt facility bonds, monitor that sale proceeds and

investment earnings on sale proceeds are allocated to qualifying expenditures permitted for each type of qualified bond in a timely fashion consistent with the requirements of the Tax Certificate. If an exempt facility or other applicable facility will not be completed, or the facility has been placed in service, and there are remaining unspent bond proceeds, immediately consult with bond counsel to determine whether bonds are required to be redeemed under Treasury Regulation §1.142-2. If exempt facility bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.

6. Requisitions. Utilize requisitions to draw down bond proceeds. Review requisitions to ensure proper use of bond proceeds to minimize the need for reallocations. The Director of the department overseeing projects utilizing bond proceeds shall be responsible for ensuring that proceeds are used for their intended purpose and allocated to qualifying expenditures consistent with the Tax Certificate.

7. Final Allocation. Ensure that a final allocation of bond proceeds (including investment earnings) to qualifying expenditures is made if bond proceeds are to be allocated to project expenditures on a basis other than "direct tracing" (direct tracing means treating the bond proceeds as spent as shown in the accounting records for bond draws and project expenditures). An allocation other than on the basis of "direct tracing" is often made to reduce the private business use of bond proceeds that would otherwise result from "direct tracing" of proceeds to project expenditures. Bond counsel can assist with the final allocation of bond proceeds to project costs. Maintain a copy of the final allocation in the records of the bonds.

8. Maintenance and Retention of Records Relating to Proceeds. Maintain careful records of all project and other costs (e.g., costs of issuance, credit enhancement, and capitalized interest) and uses (e.g., deposits to a reserve fund) for which bond proceeds were spent or used. Records shall include a copy of all contracts and arrangements involving the use of debt-financed assets. These records should be maintained separately for each issue of bonds for the period indicated under Section E below.

D. MONITORING PRIVATE BUSINESS USE. With respect to tax-exempt bonds that are subject to the private activity bond limitations provided in the Code (e.g., governmental bonds and qualified 501(c)(3) bonds), the Responsible Officer, the Director of the department responsible for managing any asset financed with tax-exempt obligations, and any other responsible person shall:

1. Identify Bond-Financed Facilities. Identify the voter and/or City Council approval that approved each issue of bonds and the amounts and facilities financed.

2. Review Private Persons Contracts. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as "private persons") with respect to the bond-financed facilities which could result in private business use of the facilities:

   a. Sales of bond-financed facilities;

   b. Leases of bond-financed facilities;

c. Management or service contracts relating to bond-financed facilities;

d. Research contracts under which a private person sponsors research in bond-financed facilities; and

e. Any other contracts involving "special legal entitlements" (such as naming rights or exclusive provider arrangements) granted to a private person with respect to bond-financed facilities.

3. Review New Contracts or Amendments with Bond Counsel. With respect to tax-exempt bond financed facilities, prior to amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult legal counsel to review such amendment or agreement to determine whether it results in private business use.

4. Analyze Use. Analyze any private business use of bond-financed facilities and, for each issue of bonds, determine whether the 10% limit on private business use (5% in the case of qualified 501(c)(3) bonds or "unrelated or disproportionate" private business use), as may be revised by the IRS, is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.

5. Remediate if Limits Exceeded. If it appears that private business use limits have been exceeded, immediately consult with bond counsel to determine if remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.141-12, or if the IRS should be contacted under its Voluntary Closing Agreement Program.

6. Retain Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section E below.

E. RECORD RETENTION. The Responsible Officer or other responsible person shall ensure that for each issue of bonds, the transcript and all records and documents described in these Guidelines will be maintained while any of the bonds are outstanding and during the three-year period following the final maturity or redemption of that bond issue, or if the bonds are refunded, while any of the refunding bonds are outstanding and during the three-year period following the final maturity or redemption of the refunding bonds.

APPENDIX C

LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS

I. GENERAL.

Section 53312.7(a) of the California Government Code requires that the City of Santa Clara (the "City") consider and adopt local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Act"), prior to the initiation of proceedings to establish a new community facilities district under the Act.

These Local Goals and Policies for Community Facilities Districts (these "Policies") provide guidance and conditions for the conduct by the City of proceedings for, and the issuance of bonds secured by special taxes levied in, a community facilities district (a "CFD") established under the Act. These Policies are intended to be general in nature; specific details will depend on the nature of each particular financing. These Policies are applicable to financings under the Act and are intended to comply with Section 53312.7 (a) of the Act. These Policies shall not apply to any assessment financing or any certificate of participation or similar financings involving leases of or security in public property. These Policies are subject to amendment by the City Council at any time.

II. FINANCING PRIORITIES.

Eligible Public Facilities. Except as provided below, the public improvements eligible to be financed by a CFD must be owned by a public agency and must have a useful life of at least five years. Any development proposed within a CFD must be consistent with the City's general plan and must receive any required legislative approvals, such as zoning or specific plan approvals, prior to the issuance of bonds by the CFD to finance the acquisition or construction of public facilities. The formation of or issuance of bonds by a CFD shall not vest any rights to future land use on any properties, including those responsible for paying special taxes.

Eligible public facilities include, but are not limited to, the following:

- Streets
- Street lighting
- Traffic signals and safety lighting
- Landscaping on public property or in public easements
- Sanitary sewer facilities
- Storm drain facilities
- Flood control facilities
- Potable and reclaimed water facilities
- Utility improvements and relocations
- Elementary and secondary school sites and facilities
- Libraries
- Parks and recreational facilities
- Public utilities
- Cultural facilities
- Police and fire protection facilities
- Governmental facilities

- Parking lots and facilities
- Sidewalks, pedestrian pathways and pedestrian bridges
- Fencing

It is acknowledged that the Act permits the financing of fee obligations imposed by governmental agencies the proceeds of which fees are to be used to fund public capital improvements of the nature listed above. The City will consider an application to finance fee obligations on a case-by-case basis. The City will give priority to financing City fees because of the administrative burden associated with financing fees payable to other local agencies.

The funding of public facilities to be owned and operated by public agencies other than the City shall be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City, or the proposed facilities are otherwise consistent with approved land use plans for the property, the City shall consider entering into a joint community facilities agreement or joint powers authority in order to finance these facilities.

A CFD may also be formed for the purpose of refinancing any fixed special assessment or other governmental lien on property, to the extent permitted under the Act.

Priority Facilities. Priority for CFD financing of public facilities shall be given to public facilities which: (a) are necessary for development to proceed in an orderly fashion, or (b) are otherwise coordinated to correspond to the phasing of the related private development project. If appropriate, the City may prepare a public facilities financing plan as a part of the specific plan or other land use document that identifies the public facilities required to serve a project, and the type of financing to be utilized for each facility. The City will attempt to schedule construction of CFD-financed facilities in a manner such that private development will not occur ahead of the installation of public infrastructure necessary to support that development.

Eligible Services; Priority Services. The services eligible to be funded by a CFD are those identified in the Act. Subject to the conditions set forth in the Act, if applicable, priority for public services to be funded by a CFD shall be given to services which are (a) necessary for the public health, safety and welfare and (b) would otherwise be paid from the City's general fund. The City may fund services to be provided by another local agency if it determines the public convenience and necessity require it to do so, although the City prioritizes financing services to be provided by the City. If appropriate, the City may prepare a public services financing plan as a part of the specific plan or other land use document that identifies the public services required to serve a project and the source of funding for each such service.

Eligible Private Facilities. Financed improvements may be privately owned in the specific circumstances, and subject to the conditions, set forth in the Act.

III. BOND FINANCINGS; CREDIT QUALITY.

Value-to-Public Lien Ratio. At the time that a CFD issues a series of bonds, the value of the taxable property within the CFD should be at least three times the sum of (i) the principal amount of the bonds to be sold plus (ii) the pro rata principal amount of other outstanding publicly issued bonds that are secured by a special tax or assessment lien on the taxable property within the CFD; provided, however, that this requirement may be modified or waived pursuant to specific findings by the City Council as provided in Section 53345.8(b) or (c) of the Act. Property value may be based on either an appraisal (as described in VI below), or on assessed values as indicated on the last equalized County assessor's tax roll.

Development Status. The City will require all major land use approvals and governmental permits necessary for development of land in the CFD to be substantially in place before bonds are issued. The City may delay or disallow the formation of a CFD or sale of CFD bonds where a development project is on hold or other factors cause the City to determine that the development project's economic viability is uncertain.

Property Tax Delinquencies. The City may delay or disallow the formation of a CFD or sale of CFD bonds where property tax delinquencies exist with respect to the taxable property within the CFD.

Reserve Fund. In most cases, a debt service reserve fund will be required for CFD bond issues, which will be funded in an amount equal to the lesser of (i) 10% of the original proceeds of the CFD bond issue, (ii) the maximum annual debt service on the CFD bonds, or (iii) 125% of the average annual debt service on the CFD bonds. The City may agree to a smaller debt service reserve fund for CFDs for which certain development thresholds identified by the City have been met.

Failure to Meet Credit Criteria; Credit Enhancement; Escrow of Bond Proceeds. The City may consider exceptions to the credit quality criteria contained in these Policies for bond issues that do not represent an unusual credit risk, either due to credit enhancement or other reasons specified by the City, or which otherwise provide extraordinary public benefits, to the extent permitted by and subject to any applicable requirements of the Act.

If the City requires credit enhancement (in the form of a letter of credit, surety or other security), the credit enhancement shall be issued by an institution, in a form and upon terms and conditions satisfactory to the City. Any security required to be provided by the applicant may be discharged by the City upon satisfaction of the applicable credit criteria specified by the City.

As an alternative to providing other security, and subject to federal tax law, the applicant may request that a portion of the bond proceeds be placed in escrow with a trustee or fiscal agent in an amount sufficient to assure the financing will meet the applicable credit criteria, as determined by the City in its sole discretion. The escrowed proceeds shall be released at such times and in such amounts as may be necessary to assure the applicable credit criteria have been met.

Investor Suitability. The City will require that CFD bond financings be structured so that bonds are purchased and owned by suitable investors. In situations where the City determines that the credit quality of the CFD or the CFD bonds so warrant (for example, where there is an insufficient value-to-lien ratio, where a substantial amount of the property within a CFD is undeveloped, where tax delinquencies are present in parcels within the CFD, and in any other situation identified by the City), the City may require placement of bonds with a limited number of sophisticated investors, large bond denominations, or transfer restrictions.

IV. DISCLOSURES

Purchasers of Property. As a minimum, any disclosures mandated by applicable state law to inform prospective purchasers of their obligations under the CFD shall apply to each CFD. In addition, there may be additional requirements mandated by the City for particular kinds of financings on a case-by-case basis. The City may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by CFD.

Disclosure Requirements for the Resale of Lots. The City shall provide a notice of special taxes to sellers of property (other than developers) which will enable them to comply with their notice requirements under Section 1102.6 of the California Civil Code. This notice shall be provided by the City within five working days of receiving a written request for the notice. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

Continuing Bond Disclosure. The City may require landowners in a CFD that are responsible for 10% or more of the annual special taxes to provide: (i) initial disclosure at the time of issuance of any bonds; and (ii) annual disclosure as required under Rule 15c2-12 of the Securities Exchange Commission until the special tax obligation of the property owned by such owner drops below 10%.

V. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

Minimum Special Tax Levels. Special tax formulas shall provide for minimum special tax levels which satisfy the following payment obligations of a CFD: (a) 110 percent gross debt service coverage for all CFD bonded indebtedness, (b) the administrative expenses of the CFD, and (c) amounts equal to the differences between expected earnings on any escrow fund and the interest payments due on related bonds of the CFD.

In addition, the special tax formula may provide for the following to be included in the special tax levels: (a) any amounts required to establish or replenish any reserve fund established in association with the indebtedness of the CFD, (b) the accumulation of funds reasonably required for future debt service, (c) amounts equal to projected delinquencies of special tax payments, (d) the costs of remarketing, credit enhancement and liquidity facility fees, (e) the cost of acquisition, construction, rehabilitation, furnishing or equipping of authorized facilities, (f) lease payments for existing or future facilities, (g) costs associated with the release of funds from an escrow account, (h) the costs of authorized services, and (i) any other costs or payments permitted by law.

Equity of Special Tax Allocation Formula. The special tax formula shall be reasonable in allocating the CFD's payment obligations to parcels within the CFD. Exemptions from the special tax may be given to parcels which are publicly owned, held by a property owners' association, used for a public purpose such as open space or wetlands, affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, have insufficient value to support bonded indebtedness, or under other reasonable criteria set forth in the special tax formula.

Aggregate Tax Burden. The total projected property tax levels for any CFD (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding property owners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) must be reasonable, and will be considered by the City on a case-by-case basis.

The annual increase, if any, in the maximum special tax for any parcel may not exceed any maximum specified in the Act. The increase in the special tax levied on any residential parcel as a consequence of delinquency or default by the owner of any other parcel may not exceed any maximum specified in the Act.

Levy on Entire Parcels. Special taxes will only be levied on an entire County assessor's parcel, and any allocation of special tax liability of a County assessor's parcel to leasehold or possessory interest in the fee ownership of such County assessor's parcel shall be the responsibility

of the fee owner of such parcel and the City shall have no responsibility therefor and has no interest therein. Failure of the owner of any County assessor's parcel to pay or cause to be paid any special taxes in full when due shall subject the entire parcel to foreclosure in accordance with the Act.

Feasibility Analysis. The City may retain a special tax consultant to prepare a report which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, privately-owned improvements, City administrative costs, public services (if applicable) and other related expenditures. Such analysis, if prepared, will also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

VI. APPRAISALS

The definitions, standards and assumptions to be used for any appraisals shall be determined by City staff on a case-by-case basis, with input from City consultants, and by reference to relevant materials and information promulgated by the State of California (including, but not limited to, the California Debt and Investment Advisory Commission). The appraiser shall be an independent appraiser selected and retained by the City, and the appraisal shall be coordinated by and under the direction of the City.

The date of value referenced in the appraisal must be no more than 90 days before the date the bonds are priced, unless the City Council determines a longer time is appropriate.

All costs associated with the preparation of the appraisal report shall be paid by the applicant requesting the establishment of the CFD, if applicable, through an advance deposit.

VII. FINANCING TERMS

All terms and conditions of any CFD bonds shall be established by the City in its sole discretion. The City will control, manage and invest all proceeds of CFD bonds. Each CFD bond issue shall be structured (through the special tax levy, credit enhancements, foreclosure covenants, debt service reserve funds, or other measures) to adequately protect bond owners and to avoid any negative impact on the bonding capacity or credit rating of the City.

Neither the faith and credit nor the taxing power of the City will be pledged to security or repayment of any CFD bonds. The sole source of revenues that will be available to pay debt service on CFD bonds are special taxes, reserve funds or other pledged amounts held under the bond issuance documents, the proceeds of foreclosure proceedings for the collection of delinquent special taxes, and the proceeds of any additional security instruments or credit enhancements available to pay debt service on the CFD bonds.

The City shall, in its sole discretion, select and retain all consultants necessary for the formation of the CFD and the issuance of bonds, including one or more underwriters, bond counsel, disclosure counsel, municipal advisors, the special tax consultant, and as applicable, an appraiser and market absorption/pricing consultant.

VIII. EXCEPTIONS TO THESE POLICIES

To the extent permitted by the Act, the City Council may waive or modify these Policies in any respect upon a finding that such a waiver or modification is reasonable or desirable under circumstances specific to a given CFD.

APPENDIX D

GLOSSARY OF DEBT MANAGEMENT TERMS

ADVANCE REFUNDING: A refinancing transaction whereby new (refunding) bonds are issued to repay (refund) outstanding bonds prior to the next call date. The proceeds of the refunding bonds are deposited in an escrow account, invested in government securities, and used to pay debt service (interest, principal and premium, if any) on the refunded bonds through the applicable call date. For accounting purposes, the refunded obligations are no longer considered outstanding bonds.

AMORTIZATION: The planned reduction of a debt obligation according to a stated maturity or redemption schedule.

ARBITRAGE: Investment earnings representing the difference between interest paid on bonds and the interest earned on securities in which bond proceeds are invested. The Internal Revenue Code regulates the amount and conditions under which arbitrage on the investment of bond proceeds is permissible and the 1986 Tax Reform Act requires, with limited exceptions, that arbitrage earnings from investments be paid to the federal government.

BOND: Written evidence of the borrowing of money with the promise to repay principal, and usually interest, at a specified time.

BOND INSURANCE: Insurance supporting the timely payment of principal and interest of a bond in the event of failure by the issuer to pay principal and/or interest as promised. The cost of insurance is usually paid by the issuer, and should not be purchased unless the cost is more than offset by lower interest rates due to the insurance.

CALL: An action taken to pay the principal amount of bonds prior to their stated maturity date, in accordance with the bond provisions.

CALL PREMIUM: A dollar amount, usually stated as a percentage of the principal amount called, paid as a "penalty" or "premium" for the exercise of a call provision.

CALL PROVISIONS: The terms of the bond giving the issuer the right to redeem all or a portion of a bond issue prior to its stated date of maturity at a specific price, usually at or above par.

CAPITALIZED INTEREST: A portion of the proceeds of a bond issue which is set aside to pay interest on such bond issue for a specific period of time. Interest is commonly capitalized during the construction period of a debt financed project.

CERTIFICATE OF PARTICIPATION: A financial instrument representing a proportionate interest in payments such as lease payments by one party, such as a city acting as a lessee, to another party.

COMMERCIAL PAPER: A short-term, unsecured debt obligation issued with a stated maturity of up to 270 days.

COMPETITIVE SALE: A sale of bonds in which the bonds are awarded to the bidder who offers to purchase the bonds at the lowest cost via a sealed bid or electronic format.

CONTINUING DISCLOSURE: The requirement by the Securities and Exchange Commission to provide current financial information to the Municipal Securities Rulemaking Board (MSRB) for access by the public.

CURRENT REFUNDING: A refinancing transaction whereby new (refunding) bonds are issued to immediately repay (refund) outstanding bonds.

DEBT LIMIT: Statutory or constitutional limits on the principal amount of debt that an issuer may incur or may have outstanding at any one time.

DEBT SERVICE: Principal and/or interest payment on outstanding bonds.

DEBT SERVICE RESERVE FUND: A fund in which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements.

DISCOUNT: Amount (stated in dollars or a percent) by which the purchase price of a bond is less than its face amount.

GENERAL OBLIGATION DEBT: Bonds issued by a governmental entity and secured by the pledge of the full faith and credit and unlimited taxing power of the issuer.

LEGAL DEBT MARGIN: The amount of general obligation bonds that a municipality may have outstanding expressed as a percentage of the assessed value of real estate in the municipality as shown on the last preceding assessment of property taxes.

LEGAL OPINION: An opinion of bond counsel concerning the validity of a bond issue with respect to statutory authority, constitutionality, procedural conformity and the exemption of interest from federal income and state taxes, if applicable.

NEGOTIATED SALE: A sale of securities in which the terms of the sale are determined through negotiation between the issuer and the purchaser, typically an underwriter.

NET INTEREST COST (NIC): The average interest cost of a bond issue calculated based on the average coupon rate weighted to years of maturity, and adjusted for any original issue discount or premium.

OPTIONAL REDEMPTION: A right to retire a bond issue, or a portion thereof, prior to the stated maturity date. The exercise of an optional redemption (call) may require the payment of a premium.

PAR VALUE: The principal amount of a bond due at maturity.

PRIVATE ACTIVITY BOND: A bond issued by a state or local government for the purpose of financing a project of one or more private users. Interest is not tax-exempt unless the use of proceeds meets certain requirements of the Internal Revenue Code.

PRIVATE PLACEMENT: The original placement of an issue with one or more investors as opposed to being publicly offered or sold.

REVENUE BOND: A bond secured by a specific source of revenue, such as a pledge of rates, rents, or fees.

TRUE INTEREST COST (TIC): A method of calculating the overall cost of a financing that takes into account the time value of money. The TIC is the rate of interest that will discount all future payments so that the sum of such payments equals the issue proceeds.

UNDERWRITER: A dealer that purchases new issues of municipal securities from an issuer and resells them to investors.

UNDERWRITER'S DISCOUNT: The difference between the price at which bonds are bought by an Underwriter from an issuer and the price at which they are reoffered to investors.

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CITY OF SANTA CLARA
DEBT MANAGEMENT POLICY

Effective as of November 18, 2025

INTRODUCTION

This Debt Management Policy (the "Debt Policy") provides guidance for the issuance of bonds and other forms of indebtedness to finance land acquisition, construction, equipment, and other capital requirements of the City of Santa Clara (the "City"). While the issuance of debt is an appropriate method of financing capital projects and major equipment acquisitions, such issuance shall be carefully monitored to preserve the City's credit strength and to provide the necessary flexibility to fund future capital needs. In addition, the issuance of debt shall be closely aligned with the cash flow requirements of the projects being financed.

This Debt Policy is intended to satisfy the requirements of California Government Code section 8855(i) and the California Debt and Investment Advisory Commission (CDIAC), including requiring any issuer of public debt within the State of California to provide to CDIAC, no later than thirty days prior to the sale of any debt, a report of the proposed issuance, including certification that the issuer has adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies.

AUTHORITY

The City, under the authority of the City Manager, executes debt instruments, oversees the accounting and reporting of debt, administers debt proceeds, manages continuing disclosure and debt compliance requirements, and makes debt service payments, while acting with prudence, diligence, and attention to prevailing economic conditions. The City Manager may delegate such authority to the Director of Finance.

The issuance of all debt shall receive required voter and/or City Council approval, and shall comply with all federal, state and local legal requirements.

SCOPE

The Debt Policy shall govern, except as otherwise covered by the City Charter and City Code, the issuance and management of all ~~debt and lease financings funded in the capital markets.~~ bonds and other forms of indebtedness by the City and any joint powers authority, financing corporation, or other entity created by the City Council or by State law for which the City Council serves as the governing or legislative body.

While adherence to the Debt Policy is required in applicable circumstances, the City recognizes that changes in the capital markets as well as unforeseen circumstances may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals. As appropriate, the Director of Finance shall seek City Manager and City Council direction and approval of all such modifications or exceptions. Failure of the City to comply with any provision of this Debt Policy will not affect the authorization, validity, or enforceability of any bonds or other forms of indebtedness that are otherwise issued in accordance with applicable law.

OBJECTIVES

The Debt Policy will guide the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining strong credit ratings, while assuming a prudent level of financial risk and preserving the City's flexibility to finance future capital

programs and requirements. Additionally, the Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other services related to the issuance and subsequent monitoring and reporting of debt.

~~**DEBT MANAGEMENT ACTIVITIES**~~

INTERNAL CONTROL PROCEDURES

The Finance Department shall be responsible for managing and coordinating all activities related to the issuance and administration of the City's debt and shall coordinate with other departments on certain debt issuances, as needed. The Finance Department will assist other City departments with establishing and implementing debt-financed capital programs, as needed.

I. Debt Management Policy Review and Approval

The Debt Policy shall be approved by the City Manager and adopted by resolution of the City Council. The Debt Policy shall be reviewed annually by the Finance Department to ensure its consistency with the City's debt management objectives and any modifications must be approved by the City Manager and adopted by the City Council.

II. Debt Administration

The Finance Department shall have the responsibility and authority for structuring, implementing, and managing the City's debt and financing program, in accordance with City Council authorization. The issuance of all debt is required to be approved by the City Council as a regular item of business and not a consent agenda item, unless otherwise permitted by law.

The Finance Department shall oversee the City's debt management activities, including without limitation: payment of debt service; investment of debt proceeds; expenditure of debt proceeds; monitoring compliance with debt covenants; monitoring use of facilities financed with tax-exempt debt; relationships with credit rating agencies; compliance with continuing disclosure undertakings for publicly offered bonds and periodic reporting requirements for privately placed debt; arbitrage and rebate compliance for tax-exempt debt; and meeting all other required federal, state, and local reporting requirements.

III. Reporting

Information regarding the City's outstanding debt is provided through the City's Annual Comprehensive Financial Report (ACFR), Stadium Authority Quarterly Financial Status Reports, Citywide Budget, and Stadium Authority Budget.

DEBT ISSUANCE

I. Method of Sale

The three most commonly used methods of issuing debt obligations are competitive sale, negotiated sale, and private placement.

A. Competitive Sale

In a competitive sale, the issuer solicits bids from investment banks for award of the debt obligations. On a designated pricing date, investment banks submit bids through an electronically secure internet bidding platform and the investment bank whose bid represents the lowest True Interest Cost (TIC), and otherwise complies with the issuer's

bid parameters, is awarded the debt obligations and serves as underwriter. The underwriter's compensation is included as a component of the bid.

B. Negotiated Sale

In a negotiated sale, the issuer selects an investment bank (or syndicate of investment banks) to serve as underwriter of the debt obligations. On a designated pricing date, the underwriter establishes the interest rates and other terms of the obligations, based on market conditions, subject to approval by the Director of Finance or other designated City official. If a negotiated sale is used, the underwriter or underwriter syndicate will be selected by the Director of Finance.

C. Private Placement

A private placement is the sale of an issue of debt to one or a limited number of investors, such as a commercial bank, insurance company, mutual fund, or other financial institution, without a public offering. Private placements may be entered into in special circumstances where bonds may be difficult to market but may be attractive to a specific individual investor, in markets where a private placement would result in lower borrowing costs than other methods of sale, to avoid the costs of a public offering and therefore reduce borrowing costs, or to secure financing quickly. All private placements shall be approved by the Director of Finance and the rationale for entering into a private placement shall be documented in writing.

If the Director of Finance determines that it is in the best interest of the City to pursue a private placement, the Director of Finance, or designee, will solicit proposals from potential lenders. The bidder whose bid represents the lowest True Interest Cost (TIC) for the debt, and otherwise provides the most beneficial terms to the City, will be selected as purchaser of the debt. The Director of Finance may engage a municipal advisor and other consultants to assist with a private placement sale.

II. Issuer Characteristics

The following issuer characteristics shall be considered to determine whether a competitive sale, negotiated sale, or private placement will be used.

A. Market Familiarity. A frequent issuer of a well-recognized type of debt such as general obligation bonds or revenue bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

B. Credit Strength. The higher the credit quality of the debt being issued, the more likely the debt can be sold using a competitive sale due to the high demand for high quality municipal debt. High quality credits fare well in competitive sales.

C. Policy Goals. A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the Director of Finance concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, or that current market conditions are such that a competitive sale is not advisable, then a negotiated sale will be used. If the Director of Finance selects a negotiated sale solely for policy reasons, the specific rationale and criteria for selection should be clearly specified.

III. Financing Characteristics

The following financing characteristics shall be considered to determine whether a competitive sale, negotiated sale, or private placement will be used.

A. Type of Debt Instrument. The market favors familiar debt instruments (such as general obligation bonds or utility enterprise revenue bonds) backed by strong revenue streams. New credit types may require an education process that is more conducive to a negotiated sale or private placement until the market becomes comfortable with the credit.

B. Issue Size. The size of the borrowing amount will influence both investor interest and the market's ability to absorb the debt. In general, if the debt sale is very small or very large a negotiated sale may be the most financially prudent method of sale. Large borrowing amounts may be difficult for the market to absorb without the presale activity available through a negotiated sale. Small borrowing amounts may require greater marketing through a negotiated sale to garner investor interest, or may be appropriate for a private placement due to efficiencies in timing and lower issuance costs.

C. Market Conditions and Timing. During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Debt refinancings are dependent on favorable interest rates in order to produce the desired level of debt service savings. A negotiated sale or private placement provides more flexibility in terms of the structure and timing, and may be more appropriate when refinancing debt or when interest rates are volatile.

D. Term of Debt. Debt issuances with a shorter term (generally less than 15 years) may be more appropriate for a negotiated sale or private placement than a competitive sale due to a smaller pool of potential investors.

E. Story Bonds. Debt issuances that require a detailed explanation due to the complexity of the credit, or limited sources of repayment (such as land-secured financings), are often referred to as "Story Bonds." Due to their complexity and the additional explanation these types of debt require, an extensive pre-marketing campaign may be necessary. Story Bonds often require a negotiated sale to an underwriter or an underwriting syndicate that is qualified to market the debt, or to a single financial institution in a private placement to obtain the lowest cost financing.

IV. Initial Disclosure Requirements

Each publicly offered debt issuance shall meet the disclosure requirements of the Securities and Exchange Commission and other government agencies before and following the sale. The Finance Department, together with the City Attorney's Office and Disclosure Counsel, shall coordinate the preparation of all necessary documents for disclosure, with input from various other City departments and outside consultants, as needed.

Disclosure Documents shall provide complete and accurate information at the time they are prepared and distributed to allow potential investors to make informed investment decisions.

The Finance Department shall prepare and periodically review and update, as necessary, Disclosure Controls and Procedures. The Disclosure Controls and Procedures are intended to (i) ensure the accuracy of the City's disclosures and the City's compliance with

all applicable federal and state securities laws, and (ii) promote best practices regarding disclosures relating to debt issued by the City.

FINANCIAL SERVICE PROVIDERS

I. Selection

For negotiated sales, an underwriter or underwriter syndicate will be selected by the Director of Finance. The allocation of bonds among syndicate members will be at the sole discretion of the Director of Finance. For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid on the debt.

In connection with debt financings, municipal advisors, bond counsel, disclosure counsel, placement agents, trustees, and all other service providers shall be procured and/or selected by the Director of Finance in accordance with the City's Municipal Code and City procurement standards. Contracts shall conform to the City Attorney approved contract standards and language and shall be administered by the Director of Finance, or his/her designee.

II. Conflict of Interest

The City shall hire municipal advisors who do not have a conflict of interest. If the best available municipal advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a municipal advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the municipal advisor. In general, no agreement will be permitted that would compromise the firm's ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest.

Municipal advisors must alert the Director of Finance in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

Pursuant to Rule G-37 of the Municipal Securities Rulemaking Board (MSRB), a firm may be banned from providing underwriting services to the City for two years for making any political contribution to an elected City official.

III. Communication

All financial consultants, including all investment banking firms, municipal advisors, bond counsel, disclosure counsel, and other consultants hired in connection with any debt issuance will direct all communications, solicitations and questions to the Director of Finance or his/her designee.

~~ASSESSING FINANCING NEEDS FOR CAPITAL PROGRAMS~~

PLANNING GOALS AND OBJECTIVES

The City is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City shall issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual budget.

RELATIONSHIP OF DEBT TO CAPITAL PROGRAM

The five-year capital improvement program (CIP) of the City is approved by the City Council. The CIP shall provide the basis for determining long-term capital needs of the City and may be supplemented with longer term capital plans or master plans when appropriate. As necessary, the Finance Department shall work with the various City departments to develop financial forecasts related to the CIP to identify the optimal method to finance the program, including pay-as-you-go and/or the issuance of debt obligations. The Finance Department will work with other City departments, as applicable, in reviewing funding sources and financial forecasts to ensure their adequacy in complying with existing bond covenants, debt limits and any potential impact on existing bond ratings prior to the issuance of any new debt.

TAX STATUS

Prior to the issuance of any debt, the Finance Department, in conjunction with bond counsel and the City Attorney's Office, will evaluate the tax status of the proposed debt.

I. Tax-Exempt

Interest on the City's tax-exempt debt is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and, as a result, tax-exempt debt can be sold at a lower True Interest Cost than taxable debt. The Finance Department, along with bond counsel, shall evaluate all projects contemplated to be debt-financed to assess their eligibility to be funded by tax-exempt debt. The City will make every effort to ensure compliance with all tax regulations to ensure the debt maintains its tax-exempt status.

II. Taxable

Certain debt issuances may be sold on a federally taxable basis because it is issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve "private activity". In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds may be used whenever a particular project has the potential for private activity or other uses that are not eligible for tax-exempt treatment.

TYPE OF DEBT

I. Long-Term Debt

Long-term debt may be used to finance the construction, acquisition, and rehabilitation of public capital facilities; acquiring and improving land; and acquiring certain equipment where it is appropriate to spread the costs over more than one budget year. Long-term debt should not be issued for longer than the useful life of the capital facilities or equipment being financed. With the issuance of long-term debt, the City recognizes that future taxpayers who will benefit from the project should pay a share of its cost. Long-term debt will not be considered for current operating expenses and routine maintenance expenses.

A. General Obligation (G.O.) Bonds

G.O. bonds are issued to fund the acquisition and improvement of real property and are usually issued at lower interest rates than other financing instruments due to their lower repayment risk. G.O. bonds are payable solely from ad valorem property taxes levied within the City and require two-thirds voter approval to be issued.

B. Revenue Bonds

Revenue bonds are supported solely by fees generated from specific Enterprise Funds. Accordingly, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue bonds will be determined by the expected life of the project to be financed and the revenues available to repay the debt. Revenue bonds require majority voter approval in order to be issued by the City, except for revenue bonds issued to finance the generation, production transmission and distribution of electric energy, including the acquisition and/or construction of land and facilities therefore, which may be authorized by City Council.

C. Certificates of Participation

Certificates of Participation (COPs) are a debt instrument evidencing a pro-rata share in a specific pledged revenue source, usually lease payments, made by the City under an installment sale or lease/leaseback structure between the City and another public entity, such as a non-profit financing corporation. Operating revenues are pledged to pay lease payments, which are then used to pay debt service on the COPs. The lease and lease payments are typically assigned to a trustee, which distributes the lease payments to investors.

In the case of a lease/leaseback structure, the City Council is required to annually budget and appropriate lease payments each year. Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated. Lease financings require a finding that the fair market rental value of the leased property is equal to or greater than the required lease payments.

D. State Revolving Fund Loans

The State of California administers various State Revolving Fund (SRF) programs to assist cities and other agencies with financing large capital projects. The programs function like an infrastructure bank by distributing low-interest rate loans for projects. Compared to traditional bond financing, the City may realize substantial savings as a result of the low interest rate of SRF loans.

The City's Finance Department, in conjunction with the benefiting department, shall request City Council approval to apply for SRF loans to finance capital projects when prudent to do so. The City may also apply for SRF loans with other cities or agencies to fund joint projects such as improvements to the San Jose/Santa Clara Regional Wastewater Facility.

Other State and Federal agencies such as the California Infrastructure and Economic Development Bank (I-Bank) and the United States Department of Transportation also provide low-cost loan programs to public agencies for a wide variety of public infrastructure projects including transportation, energy, and economic development projects. The Finance Department and benefiting departments within the City will evaluate such programs on a case-by-case basis.

E. Special Assessment Bonds

Special assessment bonds are used to fund public capital improvements that benefit a discrete group of properties within a designated assessment district. Principal and interest owed on the bonds is paid from assessments on the property within the assessment district benefiting from the particular bond-funded project. The creation of a

special assessment district is subject to approval of the property owners within the district and must follow a detailed legal process, including City Council approval.

The City is required to provide ongoing administrative support for special assessment districts, including annual assessment levies and disclosure filings, and to pursue foreclosure of parcels with assessment delinquencies. Although certain aspects of this ongoing support may be outsourced to consultants, consideration will be given to the additional work placed on the City's limited resources before approving any assessment district formation or assessment bond issuance.

The City will consider requests for assessment district formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case-by-case basis, and the Director of Finance may not recommend a financing if it is determined that the financing is not in the best interests of the City.

F. ~~Special~~ Community Facilities District Bonds

~~Special district~~Community Facilities District (CFD) bonds are used to fund public capital improvements (and certain permitted privately owned improvements) that benefit a discrete group of properties within a designated special district. Debt service on the bonds is paid solely from special taxes levied on the property within the special district. Special taxes are levied and collected on the County secured property tax rolls. The creation of a ~~special district~~CFD is subject to the approval of property owners to be included within the proposed district and must follow a detailed legal process, including City Council approval.

The creation of a CFD and issuance of special district bonds are typically requested by a property developer seeking a public financing mechanism to fund public infrastructure required by the City as a condition of approval for a development project. Subject to voter approval, once a district is formed special district bonds may be issued and special taxes levied upon properties within the district to pay debt service on the bonds. In addition, special taxes may be used to directly pay for the cost of capital improvements and to pay for certain municipal services such as police and fire protection and maintenance of public parks.

The City is required to provide ongoing administrative support for CFDs, including annual special tax levies and disclosure filings, and to pursue foreclosure of parcels with special tax delinquencies. Although certain aspects of this ongoing support may be outsourced to consultants, consideration will be given to the additional work placed on the City's limited resources before approving any CFD formation or special tax bond issuance.

The formation of any CFD and the issuance of bonds secured by special taxes levied by a CFD shall be in accordance with the City's "Local Goals and Policies for Community Facilities Districts" adopted by City Council Resolution 10-7706 on March 30, 2010 (see Appendix C).

The City will consider requests for ~~special district~~CFD formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case-by-case basis, and the Director of Finance may not recommend a financing if it is determined that the financing is not in the best interests of the City.

II. Short-Term Debt

Short-term debt may be utilized as a temporary source of funding for capital projects with uncertain cash flow requirements and timing. It is anticipated that short-term debt will be retired with the issuance of long-term debt. The City will determine and utilize the least costly method for short-term borrowing.

A. Commercial Paper (CP)

Commercial Paper may be issued for a term of up to 270 days as an alternative to long-term fixed rate debt, particularly when the timing of funding requirements is uncertain. Source of repayment usually includes revenue generated by the City's various enterprises, such as Electric, Water, and Sewer. Upon maturity, the CP may be reissued for additional periods of up to 270 days. The City may maintain an ongoing commercial paper program to ensure flexibility and immediate access to capital funding when needed. The retirement of CP is most commonly a result of the issuance of long-term bonds, but CP may also be retired with available cash.

B. Line of Credit (LOC)

An LOC shall be considered when more cost effective than other short-term ~~interest rates, refinanced with~~ debt options. Source of repayment usually includes revenue generated by the City's various enterprises, such as Electric, Water, and Sewer. An LOC shall be structured in conformity with Internal Revenue Code requirements.

C. Grant Anticipation Notes ("GANs")

GANs are short-term notes that are repaid with proceeds of State or federal grants of any type. The City shall generally issue GANs only when there is no other viable source of funding for the project.

D. Bond Anticipation Notes ("BANs")

BANs are short-term notes issued prior to the issuance of long-term debt. BANs may be used when an issuer wants to delay a long-term ~~bonds~~debt issuance, or ~~paid off with cash~~if an issuer wants to combine several projects into one larger issue. BANs are usually retired, or refunded, with long-term debt. BANs will be issued only when there is no better alternative to reduce the overall cost of a financing program.

E. Tax and Revenue Anticipation Notes ("TANs" and "RANs")

TANs and RANs may be issued to solve a mismatch between tax or other revenue receipts and ongoing expenditures. TANs and RANs may be used to raise funds for capital projects and will be repaid with future tax or revenue collections. The sizing of the issue shall fully conform to Internal Revenue Code requirements and limitations.

F. Other

Other short-term debt such as a Direct Purchase Loan from a bank or Floating Rate Notes may be considered and utilized when appropriate with the written approval of the Director of Finance.

III. Alternative Debt Instruments – Derivative Products

The City will consider the use of derivative products on a case-by-case basis consistent with state statutes and this Policy. The use of certain derivative products, such as swaps and swaptions, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used allows the City to issue

variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, ~~such~~ derivative products have unique risks that the City and its municipal advisor must evaluate per the City's Swap Guidelines. The Swap Guidelines are included in Appendix A – Interest Rate Swap Agreement Guidelines.

DEBT CAPACITY

In accordance with the City Charter Section 1309, the bonded indebtedness of the City may not in the aggregate exceed the sum of 15% of the total assessed valuation of property within the City, exclusive of revenue bonds or any indebtedness that has been or may be incurred for the purposes of acquiring, constructing, extending, or maintaining municipally owned utilities, for which purposes a further indebtedness may be incurred by the issuance of bonds, subject only to the provisions of the State Constitution and the City Charter.

Within the limitations of City Charter Section 1309, determining the amount of indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year Capital Improvement Program, subject to the condition that sufficient revenues are projected to be available to pay debt service. Factors such as debt service coverage requirements for outstanding debt, the impact on the citizens based on necessary increases in property tax rates or utility user rates, and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, electric, water or sewer bonds will take into consideration the impact on customer utility rates. Other factors such as providing debt capacity for future programs and existing and forecasted fund balances, including reserves, will also be taken into consideration.

DEBT SERVICE RESERVE FUND

A debt service reserve fund for each debt issuance may be held by a bond trustee to make principal and interest payments to bondholders in the event that pledged revenues are insufficient to make the payments on a particular bond issuance. Investments held within a debt service reserve fund shall conform to the applicable bond indenture and the City's Investment Policy.

Under federal tax law, the maximum size of a debt service reserve fund for tax-exempt debt is generally calculated as the least of (1) 10% of the original principal amount of the debt, (2) 125% of average annual debt service, or (3) maximum annual debt service.

The City shall have the option to issue debt with a debt service reserve fund that is less than the maximum allowable amount, or to issue debt without a reserve fund.

The Director of Finance shall have the authority to determine whether to establish a debt service reserve fund, the size of any debt service reserve fund, and the investments to be purchased within the reserve fund. Factors to consider include the cost of a debt service reserve fund over the life of the bonds compared to expected interest earnings, and bond pricing and credit rating impacts.

A debt service reserve may be funded with a reserve insurance policy or surety policy when economically feasible, as determined by the Director of Finance.

PURPOSE OF FINANCING

Generally, debt may be issued to fund new capital projects ("new money financing") or to refund existing debt.

I. New Money Financing

New money issues are financings that generate funding for capital projects. These funds will be used for land acquisitions, capital construction, equipment, and other items deemed necessary by the City. New money bond proceeds are not used to fund operational activities.

II. Refinancing

A periodic review of the City's outstanding debt will be performed by the Finance Department, or other delegated department, to identify potential refunding opportunities.

Refunding debt is issued to retire all or a portion of an outstanding debt issue, typically to refinance at a lower interest rate and reduce debt service costs. Alternatively, a refunding transaction may be undertaken for reasons other than to achieve cost savings, such as to restructure debt service payments, to change the type of debt instruments being used, or to eliminate undesirable covenants.

For each refinancing, the Finance Department will prepare, or have a consultant prepare, a present value savings analysis that identifies the financial effects of a proposed refinancing. The debt service savings shall generally be at least 3% of the refunded par amount, net of all transaction expenses. This 3% savings target may be waived by the Director of Finance if he/she determines that the refunding is in the City's best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for its short- and long-term debt. The City will not issue bonds with a rating below investment grade.

I. Rating Agency Relationships

The Finance Department shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

II. Use of Rating Agencies

The City shall obtain a rating from at least one nationally recognized rating agency on all new debt issues being sold in the public market, except as described below.

A. The Director of Finance shall determine if any additional ratings will be requested on a particular financing. The Director of Finance shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement or for Special District or Special Assessment Bonds, are permissible, if warranted by the circumstances and approved by the Director of Finance. See Appendix C – Local Goals and Policies for Community Facilities Districts, Section III.

B. The City shall contact rating agencies when the City anticipates issuing debt. The appropriate financing and disclosure documents shall be sent several weeks prior to the debt sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the Director of Finance, such a meeting is in the best interest of the City in order to obtain the highest possible credit rating.

C. The City shall make every reasonable effort to maintain or improve its credit ratings.

D. The City shall request an underlying rating and an insured rating on all debt issues utilizing bond insurance or other credit enhancement instrument.

E. The City shall notify all rating agencies utilized by the City of ~~any material financial~~the disclosure of certain enumerated events ~~that occur within~~relating to its outstanding debt made by the City to the Electronic Municipal Market Access (EMMA®) system pursuant to a continuing disclosure agreement or undertaking meeting the requirements of SEC Rule 15c2-12.

F. All communications, both oral and written, in response to requests for information from the rating agencies shall be made in a timely manner.

G. The City shall submit its audited Annual Comprehensive Annual Financial Report (ACFR) to all rating agencies then maintaining a rating on the City's outstanding debt.

CREDIT ENHANCEMENT

Credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain debt may be financially beneficial. For example, bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

I. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular debt issue. Bond insurance provides improved credit quality for the debt as a result of the insurance provider's guarantee of the payment of principal and interest on the debt. Because of the decreased risk of non-payment, investors are willing to purchase insured debt at lower yields than uninsured debt, thus providing the issuer with interest cost savings.

A. Benefit Analysis. The decision to use bond insurance is a financial decision. ~~A~~ The Finance Department, in conjunction with the City's municipal advisor or other qualified consultant, shall prepare a benefit analysis that compares the present value of the interest savings to the cost of the insurance. Insurance may be purchased when the premium cost is less than the present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

B. **Provider Selection**. The ~~City or its financial advisor~~Finance Department will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a competitive sale, facilitating the prequalification of bonds by insurance providers~~.~~, and may engage a municipal advisor to assist with the provider selection process. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the Director of Finance shall have the authority to purchase bond insurance when ~~deemed advantageous~~the benefit analysis prepared under paragraph (A) above demonstrates positive interest savings, and the terms and conditions governing the guarantee are satisfactory.

II. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit (LOC) represent a bank's promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee draws upon the LOC to make debt service payments

and the City reimburses the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

STRUCTURAL FEATURES OF DEBT ISSUANCE

I. Maturity

The final maturity of a debt issuance shall be equal to or less than the remaining useful life of the assets or capital improvements being financed.

II. Debt Service Structure

The City will carefully consider the debt service structure for each debt issue. Factors such as the flow of revenues available for a particular credit or the desire to structure savings from a refunding in a particular year shall be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future financings. A debt structure that is back loaded may be considered when such structuring is beneficial to the City's aggregate debt schedule or when such amortization more closely matches anticipated program cash flows.

III. Fixed Rate Debt

Fixed rate debt provides the benefit of fixed interest rates and debt service payments over the life of the debt and provides certainty for long-term capital budgeting and planning.

IV. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. For example, Variable Rate Demand Notes may be issued with interest rates that "reset" daily, weekly, monthly or semiannually at the option of the issuer. Commercial paper is issued with a maturity of up to 270 days at the issuer's option. As the commercial paper matures, it is resold at prevailing interest rates by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming a normal interest rate environment/upward sloping yield curve). Even with the risks inherent in variable interest rates, it may be prudent for the City to issue variable rate debt to take advantage of the lower interest rates. A bank liquidity facility may be required or desirable in connection with variable rate debt, as determined by the Director of Finance.

Factors to be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term variable rate financing to fund uncertain construction cash flow requirements. The short-term variable rate debt can be refinanced as long term, fixed-rate debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for the use of variable rate financing.

V. Debt Service Coverage

The City will determine the appropriate minimum debt service coverage levels based upon the nature of the pledged revenues, rating considerations, existing contractual requirements, and other relevant factors.

VI. Capitalized Interest

Subject to IRS regulations, interest on new money tax-exempt debt may be capitalized during the construction period of a project, but in any case, no longer than three years. Interest may not be capitalized on refunding bond issues. Interest may also be capitalized on projects for which the revenue designated to pay debt service on the bonds will be collected at a future date. Use of capitalized interest shall be reviewed by bond counsel.

VII. Call Options/Redemption Provisions

A call option, or optional redemption provision, provides the City the right to prepay debt prior to its stated maturity. Under certain market conditions, a call option allows the City to achieve future interest savings by refunding outstanding debt at lower interest rates. The City may also call outstanding bonds to alleviate undesirable bond covenants or to restructure debt service.

The Director of Finance, or his/her designee, shall determine appropriate prepayment or redemption terms on each issuance of debt, respectively, based on the City's planning and policy goals for the debt, prevailing market conditions for publicly offered debt, and lender requirements for privately placed debt.

INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some bond proceeds may be invested. The Director of Finance, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

CONTINUING DISCLOSURE

The City will comply with Rule 15(c)2-12 of the Securities and Exchange Commission for all publicly offered debt. The Finance Department shall be responsible for filing annual financial information and notices of certain events with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA®) in a timely manner. The City may engage consultants to assist in the preparation and filing of continuing disclosure reports.

ARBITRAGE REBATE

Upon the issuance of tax-exempt bonds, the City shall not take any action that would cause the bonds to be declared "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986 (the "Code"). Federal law states that investment earnings on tax-exempt bond proceeds in excess of the bond yield are arbitrage earnings and must be rebated to the Federal Government within certain prescribed timeframes, unless certain exceptions are met. Satisfying one or more of the exceptions may exempt a bond issue, or certain proceeds of a bond issue, from the rebate requirements. The Federal arbitrage regulations do not apply to taxable bond issues.

The City shall follow the procedures and guidelines set forth in the Code regarding the expenditure of proceeds, the investment of proceeds and applicable arbitrage rebate requirements (the "Arbitrage Regulations"). The Finance Department shall actively monitor the investment and disbursement of tax-exempt bond proceeds for compliance with the Arbitrage Regulations.

The Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The City may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

To facilitate the accurate and timely drawdown of tax-exempt bond proceeds spent on project expenditures and adhere to the arbitrage rebate requirements of the federal tax code, the Finance Department has established Citywide Tax-Exempt Bond Proceeds Drawdown Procedures (the "Drawdown Procedures"). The Drawdown Procedures provide guidance to City staff following the issuance of debt for the financing of City capital projects and are intended to (i) ensure the City's compliance with applicable federal and state laws, and (ii) maximize the interest earnings on tax-exempt bond proceeds the City is legally allowed to earn and retain. The Finance Department shall review the Drawdown Procedures at least annually and update as necessary.

POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its debt and shall follow the procedures contained in Appendix B – Post Issuance Compliance Guidelines for Tax-Exempt Bonds.

APPENDIX A

INTEREST RATE SWAP AGREEMENT GUIDELINES
(the "Swap Guidelines")

These Swap Guidelines are promulgated by the City of Santa Clara (the "City") to govern the use of Interest Rate Swap Agreements. Interest Rate Swap Agreements shall be used judiciously and must be approved by the Director of Finance and City Manager, as detailed herein. "Interest Rate Swap Agreement" shall mean a written contract, entered into in connection with the issuance of debt by the City, in connection with City debt already outstanding or as a hedge for future anticipated debt, with a counterparty to provide for an exchange of payments based upon fixed and/or variable interest rates. "Swaps" shall be inclusive of Swaptions which are options on Swaps.

Conditions Under Which Interest Rate Swap Agreements May Be Entered

Purposes

Interest Rate Swap Agreements may be used for the following purposes only:

1. To achieve additional savings as compared to other, non-derivative type products available in the bond market,
2. To prudently hedge risk in the context of a particular financing or the overall asset/liability management of the City,
3. To incur variable rate exposure within prudent guidelines,
4. To achieve more flexibility in meeting overall financial objectives than available in conventional markets,
5. To accomplish a financial objective not otherwise obtainable using traditional financing methods (e.g., synthetic advance refundings of private activity bonds).

Legality

The City must receive an opinion acceptable to the market from a reputable law firm that the Interest Rate Swap Agreement is a legal, valid and binding obligation of the City and the transaction is not prohibited by any applicable law.

Speculation

Interest Rate Swap Agreements shall not be used for speculative purposes. Associated risks will be risks that the City has determined are prudent in the context of the transaction in which an Interest Rate Swap Agreement is considered and appropriate for the City to take.

Methods By Which Such Contracts Shall Be Solicited And Procured

Generally, the City shall procure Interest Rate Swap Agreements by competitive bidding, with at least three firms solicited. The City will determine which parties it will allow to participate in a competitive transaction taking into consideration, among other factors, the credit ratings of the swap counterparties. The City may also procure Interest Rate Swap Agreements by negotiated methods if it makes a determination that, due to the size or complexity of a particular swap, a negotiated transaction would result in the most favorable pricing and terms or that doing so will promote its interests by encouraging and rewarding innovation, or a negotiated transaction is otherwise determined to be in the interests of the City and the use of the negotiated Interest Rate Swap Agreement is approved by the City Council. The City has the right to accept matching of bids in order to decrease counterparty risk. The City may obtain an independent opinion from a Swap Advisor that the terms and conditions of the Interest Rate Swap Agreement reflect a fair market value of such agreement as of the date of its execution.

Form and Content of Interest Rate Swap Agreements

To the extent possible, the Interest Rate Swap Agreements entered into by the City shall contain the terms and conditions set forth in the International Swap and Derivatives Association. Inc. ("ISDA") Master Agreement, including the schedule, credit support annex and confirmation. The schedule should be modified to reflect specific legal requirements and business terms desired by the City.

The City shall consider including provisions that permit the City to assign its rights and obligations under the Interest Rate Swap Agreement and to optionally terminate the agreement at its market value at any time. In general, the counterparty shall not have the right to optionally terminate an agreement.

The Agreement shall include the following events of default of a counterparty:

1. Failure to make payments when due,
2. Material breach of representations and warranties,
3. Illegality,
4. Failure to comply with applicable downgrade provisions, and
5. Failure to comply with any other provisions of the agreement after a specified notice period.

The City shall have the right to terminate the agreement upon an event of default by the counterparty. Upon such termination, the counterparty will be the "defaulting party" or the "affected party" for purposes of calculating the termination payment owed.

Aspects of Risk Exposure Associated with Such Contracts

Before entering into an Interest Rate Swap Agreement, the City shall evaluate all risks inherent in the transaction. The risks to be evaluated may include: counterparty risk, termination risk, rollover risk, basis risk, tax event risk, credit risk and amortization risk. The City shall endeavor to diversify its exposure to counterparties. To that end, before entering into a transaction, the City should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure. The exposure should not be measured solely in terms of notional amount, but rather how changes in interest rates would affect the City's exposure "Value at Risk". The Value at Risk should be based on all outstanding derivative transactions of the City. Evaluation of risks will also include the following considerations:

1. Uncertainty with respect to the City's future debt obligations;
2. Effect on the City's credit quality;
3. Cumulative exposure to all risk factors identified;
4. Termination provisions of the swaps.

Counterparty Selection Criteria

The City may enter into an Interest Rate Swap Agreement if the counterparty or its guarantor has credit ratings of at least Aa3 from Moody's Investors Service and AA- from Standard & Poor's, and the counterparty has demonstrated experience in successfully executing Interest Rate Swap Agreements. If after entering into an agreement, the counterparty does not maintain the minimum ratings of Aa3/AA-, or as otherwise specified in the swap documents, then the agreement shall be subject to termination unless (a) the counterparty provides either a substitute guarantor or assigns the agreement, in either case, to a party meeting the rating criteria acceptable to the City, or (b) the counterparty (or guarantor) collateralizes the Interest Rate Swap Agreement in accordance with the criteria set forth in this Policy and the Interest Rate Swap Agreement. In addition, if after entering into an agreement, a rating of the counterparty is downgraded below Baa1/BBB+ or as otherwise specified in the swap documents, then the agreement shall be subject to termination unless the counterparty provides either a substitute guarantor or assigns the agreement, in either case, to a party meeting the rating criteria acceptable to the City.

Provisions for Collateralization

Should the rating of the counterparty, or if secured, the entity unconditionally guaranteeing its payment obligations, not satisfy the requirements of having at least two ratings of at least Aa3/AA-, then the obligations of the counterparty shall be fully and continuously collateralized by (1) direct obligations of the United States of America, (2) obligations of which the principal and interest are guaranteed by the United States of America, or (3) direct obligations of US Agencies and such collateral shall be deposited with the City or an agent thereof. Collateral requirements shall be subject to reasonable threshold and minimum transfer amounts. The specific collateralization requirements for each interest rate swap transaction shall be set forth in the corresponding swap documentation.

Long- Term Implications

In evaluating a particular transaction involving the use of Interest Rate Swap Agreements, the City shall review long-term implications associated with entering into Interest Rate Swap Agreements, including: cost of borrowing, historical interest rate trends, variable rate capacity, credit enhancement capacity, opportunities to refund related debt obligations, and other similar considerations. The required minimum present value savings to the City of a swap transaction issued to refund outstanding debt shall be at least twice the minimum required for a fixed rate refunding to compensate for the inherent risks associated with the use of interest rate swaps, unless it is determined by the Director of Finance that it is in the best financial interest of the City to accept present value savings of less than twice the requirement for a fixed rate refunding. Such determination shall be documented in writing.

Methods to Be Used to Reflect Such Contracts in the City's Financial Statements

The City shall reflect the use of Interest Rate Swap Agreements on its financial statements in accordance with generally accepted accounting principles, including the Governmental Accounting Standards Board pronouncements and guidance. Further, the City will provide appropriate swap disclosures to credit rating agencies, to investors in connection with bond offerings, and the municipal secondary market. Appropriate disclosure includes information about legal authority, risks, guidelines, and market value.

Monitoring

The City may use an independent Swap Advisor to assist internal professional staff in monitoring its existing or proposed swaps if it is in the best interests of the City to do so.

The City shall monitor its use of Interest Rate Swap Agreements on at least a semiannual basis as follows:

1. Preparing a description of each contract, including a summary of its terms and conditions, the notional amount, rates, maturity, and other provisions thereof;
2. Determining any amounts which were required to be paid and received, and that the amounts were paid and received;
3. Assessing the counterparty risk, termination risk, and other risks associated therewith, which shall include the aggregate mark to market value for each counterparty and relative exposure compared to other counterparties and a calculation of the City’s Value at Risk for each counterparty;
4. Determining that each counterparty is in compliance with its rating requirements;
5. Determining that each counterparty is in compliance with the downgrade provisions, if applicable (See Counterparty Selection Criteria): and Determining that all posted collateral, if required, has a net market value of at least the collateral requirements specified in the Interest Rate Swap Agreement.

APPENDIX B

POST ISSUANCE COMPLIANCE GUIDELINES FOR TAX-EXEMPT BONDS

The City has issued and may in the future issue obligations (including, without limitation, bonds, notes, loans, leases and certificates) that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the "IRS Code") and applicable requirements of California Government Code Section 8855 (the "California Code").

The City has established the guidelines contained herein (the "Guidelines") in order to ensure that the City complies with the requirements of the IRS Code and California Code that are applicable to its bonds. These Guidelines, along with requirements contained in the tax certificate (the "Tax Certificate") and other documents executed at the time of issuance of debt, as well as the City's internal arbitrage procedures, are intended to constitute written Guidelines for ongoing compliance with Federal tax requirements and the California Code, as applicable, and for timely identification and remediation of violations, if any, of such requirements.

A. GENERAL MATTERS.

1. Responsible Officer. The Director of Finance shall have overall responsibility for ensuring that the ongoing requirements described in these Guidelines are met with respect to bonds (the "Responsible Officer").

2. Establishment of Guidelines. The Guidelines are included as a part of the City's Debt Management Policy.

3. Identify Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Guidelines, notify the current holder of that office of the responsibilities, and provide that person a copy of the Guidelines (For each section of the Guidelines, this may be the Responsible Officer or another person who is assigned the particular responsibility.).

    a. Upon employee or officer transitions, new personnel shall be advised of responsibilities under the Guidelines and ensure they understand the importance of the Guidelines.

    b. If employee or officer positions are restructured or eliminated, responsibilities shall be reassigned as necessary to ensure that all guidelines have been appropriately assigned.

4. Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of contents of these Guidelines, review of the requirements contained in the IRS Code and California Code applicable to each debt issuance, identification of all debt that must be monitored, and familiarity with the actions that must be taken in order to correct noncompliance with the requirements of the IRS Code and California Code in a timely manner.

5. Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Guidelines to determine whether any violations have occurred so that such violations can be timely remedied through the "remedial action" regulations (Treasury Regulation §1.141-12, §1.142-2, §1.144-2, §1.145-2 or §1.147-2, as applicable) or the Voluntary Closing Agreement Program described in Internal Revenue Service ("IRS") Notice 2008-31 (or successor guidance) and related sections of the Internal Revenue Manual. Such review shall consist initially of compiling (a) a listing of fixed assets financed with tax-exempt debt, (b) a description of any sales or other dispositions of fixed assets so financed and (c) identifying any management contracts, lease or other use agreements discussed in Section D.3 hereof or amendments with respect to such agreements with private entities entered into (including, but not limited to agreements relating to solar energy or cellular phone towers) which have not been reviewed and approved by bond counsel as contemplated by Section D.3 hereof.

6. Change in Bond Terms. If changes to the terms of any bonds are contemplated, bond counsel shall be consulted. Such modifications could result in a reissuance (i.e., a deemed refunding of the bonds, which could jeopardize the tax-exempt status of the bonds, if applicable).

B. IRS INFORMATION RETURN FILING.

1. Filing of Applicable Form 8038. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Forms 8038 and 8038-G) with the IRS on a timely basis, and maintain copies of such reports, including evidence of timely filing as part of the transcript of the bond issue.

2. Filing of Forms 8038-T or 8038-R. The Responsible Officer shall file the IRS Form 8038-T relating to the payment of rebate or yield reduction payments in a timely manner. The Responsible Officer shall also monitor the extent to which the City is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using IRS Form 8038-R.

C. USE OF PROCEEDS. The Responsible Officer or other assigned personnel shall:

1. Use Consistent Accounting Guidelines. Maintain clear and consistent accounting guidelines for tracking the investment and expenditures of bond proceeds, including investment earnings on bond proceeds.

2. Monitor Reimbursement Allocations at Closing. At or shortly after closing of a bond issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.

3. Monitor Bond Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-exempt bonds are spent in a timely fashion consistent with the requirements of the Tax Certificate. Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of debt.

4. Monitor Costs of Issuance. With respect to qualified private activity bonds, monitor that no more than 2% of the sale proceeds are used to pay costs of issuance.

5. Qualified Use of Proceeds of Qualified Private Activity Bonds. With respect to qualified bonds, including exempt facility bonds, monitor that sale proceeds and

investment earnings on sale proceeds are allocated to qualifying expenditures permitted for each type of qualified bond in a timely fashion consistent with the requirements of the Tax Certificate. If an exempt facility or other applicable facility will not be completed, or the facility has been placed in service, and there are remaining unspent bond proceeds, immediately consult with bond counsel to determine whether bonds are required to be redeemed under Treasury Regulation §1.142-2. If exempt facility bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.

6. Requisitions. Utilize requisitions to draw down bond proceeds. Review requisitions to ensure proper use of bond proceeds to minimize the need for reallocations. The Director of the department overseeing projects utilizing bond proceeds shall be responsible for ensuring that proceeds are used for their intended purpose and allocated to qualifying expenditures consistent with the Tax Certificate.

7. Final Allocation. Ensure that a final allocation of bond proceeds (including investment earnings) to qualifying expenditures is made if bond proceeds are to be allocated to project expenditures on a basis other than "direct tracing" (direct tracing means treating the bond proceeds as spent as shown in the accounting records for bond draws and project expenditures). An allocation other than on the basis of "direct tracing" is often made to reduce the private business use of bond proceeds that would otherwise result from "direct tracing" of proceeds to project expenditures. Bond counsel can assist with the final allocation of bond proceeds to project costs. Maintain a copy of the final allocation in the records of the bonds.

8. Maintenance and Retention of Records Relating to Proceeds. Maintain careful records of all project and other costs (e.g., costs of issuance, credit enhancement, and capitalized interest) and uses (e.g., deposits to a reserve fund) for which bond proceeds were spent or used. Records shall include a copy of all contracts and arrangements involving the use of debt-financed assets. These records should be maintained separately for each issue of bonds for the period indicated under Section E below.

D. MONITORING PRIVATE BUSINESS USE. With respect to tax-exempt bonds that are subject to the private activity bond limitations provided in the Code (e.g., governmental bonds and qualified 501(c)(3) bonds), the Responsible Officer, the Director of the department responsible for managing any asset financed with tax-exempt obligations, and any other responsible person shall:

1. Identify Bond-Financed Facilities. Identify the voter and/or City Council approval that approved each issue of bonds and the amounts and facilities financed.

2. Review Private Persons Contracts. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as "private persons") with respect to the bond-financed facilities which could result in private business use of the facilities:

   a. Sales of bond-financed facilities;

   b. Leases of bond-financed facilities;

c. Management or service contracts relating to bond-financed facilities;

d. Research contracts under which a private person sponsors research in bond-financed facilities; and

e. Any other contracts involving "special legal entitlements" (such as naming rights or exclusive provider arrangements) granted to a private person with respect to bond-financed facilities.

3. Review New Contracts or Amendments with Bond Counsel. With respect to tax-exempt bond financed facilities, prior to amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult legal counsel to review such amendment or agreement to determine whether it results in private business use.

4. Analyze Use. Analyze any private business use of bond-financed facilities and, for each issue of bonds, determine whether the 10% limit on private business use (5% in the case of qualified 501(c)(3) bonds or "unrelated or disproportionate" private business use), as may be revised by the IRS, is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.

5. Remediate if Limits Exceeded. If it appears that private business use limits have been exceeded, immediately consult with bond counsel to determine if remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.141-12, or if the IRS should be contacted under its Voluntary Closing Agreement Program.

6. Retain Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section E below.

E. RECORD RETENTION. The Responsible Officer or other responsible person shall ensure that for each issue of bonds, the transcript and all records and documents described in these Guidelines will be maintained while any of the bonds are outstanding and during the three-year period following the final maturity or redemption of that bond issue, or if the bonds are refunded, while any of the refunding bonds are outstanding and during the three-year period following the final maturity or redemption of the refunding bonds.

APPENDIX C

LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS

I. GENERAL.

Section 53312.7(a) of the California Government Code requires that the City of Santa Clara (the "City") consider and adopt local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Act"), prior to the initiation of proceedings to establish a new community facilities district under the Act.

These Local Goals and Policies for Community Facilities Districts (these "Policies") provide guidance and conditions for the conduct by the City of proceedings for, and the issuance of bonds secured by special taxes levied in, a community facilities district (a "CFD") established under the Act. These Policies are intended to be general in nature; specific details will depend on the nature of each particular financing. These Policies are applicable to financings under the Act and are intended to comply with Section 53312.7 (a) of the Act. These Policies shall not apply to any assessment financing or any certificate of participation or similar financings involving leases of or security in public property. These Policies are subject to amendment by the City Council at any time.

II. FINANCING PRIORITIES.

Eligible Public Facilities. Except as provided below, the public improvements eligible to be financed by a CFD must be owned by a public agency and must have a useful life of at least five years. Any development proposed within a CFD must be consistent with the City's general plan and must receive any required legislative approvals, such as zoning or specific plan approvals, prior to the issuance of bonds by the CFD to finance the acquisition or construction of public facilities. The formation of or issuance of bonds by a CFD shall not vest any rights to future land use on any properties, including those responsible for paying special taxes.

Eligible public facilities include, but are not limited to, the following:

- Streets
- Street lighting
- Traffic signals and safety lighting
- Landscaping on public property or in public easements
- Sanitary sewer facilities
- Storm drain facilities
- Flood control facilities
- Potable and reclaimed water facilities
- Utility improvements and relocations
- Elementary and secondary school sites and facilities
- Libraries
- Parks and recreational facilities
- Public utilities
- Cultural facilities
- Police and fire protection facilities
- Governmental facilities

- Parking lots and facilities
- Sidewalks, pedestrian pathways and pedestrian bridges
- Fencing

It is acknowledged that the Act permits the financing of fee obligations imposed by governmental agencies the proceeds of which fees are to be used to fund public capital improvements of the nature listed above. The City will consider an application to finance fee obligations on a case-by-case basis. The City will give priority to financing City fees because of the administrative burden associated with financing fees payable to other local agencies.

The funding of public facilities to be owned and operated by public agencies other than the City shall be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City, or the proposed facilities are otherwise consistent with approved land use plans for the property, the City shall consider entering into a joint community facilities agreement or joint powers authority in order to finance these facilities.

A CFD may also be formed for the purpose of refinancing any fixed special assessment or other governmental lien on property, to the extent permitted under the Act.

Priority Facilities. Priority for CFD financing of public facilities shall be given to public facilities which: (a) are necessary for development to proceed in an orderly fashion, or (b) are otherwise coordinated to correspond to the phasing of the related private development project. If appropriate, the City may prepare a public facilities financing plan as a part of the specific plan or other land use document that identifies the public facilities required to serve a project, and the type of financing to be utilized for each facility. The City will attempt to schedule construction of CFD-financed facilities in a manner such that private development will not occur ahead of the installation of public infrastructure necessary to support that development.

Eligible Services; Priority Services. The services eligible to be funded by a CFD are those identified in the Act. Subject to the conditions set forth in the Act, if applicable, priority for public services to be funded by a CFD shall be given to services which are (a) necessary for the public health, safety and welfare and (b) would otherwise be paid from the City's general fund. The City may fund services to be provided by another local agency if it determines the public convenience and necessity require it to do so, although the City prioritizes financing services to be provided by the City. If appropriate, the City may prepare a public services financing plan as a part of the specific plan or other land use document that identifies the public services required to serve a project and the source of funding for each such service.

Eligible Private Facilities. Financed improvements may be privately owned in the specific circumstances, and subject to the conditions, set forth in the Act.

III. BOND FINANCINGS; CREDIT QUALITY.

Value-to-Public Lien Ratio. At the time that a CFD issues a series of bonds, the value of the taxable property within the CFD should be at least three times the sum of (i) the principal amount of the bonds to be sold plus (ii) the pro rata principal amount of other outstanding publicly issued bonds that are secured by a special tax or assessment lien on the taxable property within the CFD; provided, however, that this requirement may be modified or waived pursuant to specific findings by the City Council as provided in Section 53345.8(b) or (c) of the Act. Property value may be based on either an appraisal (as described in VI below), or on assessed values as indicated on the last equalized County assessor's tax roll.

Development Status. The City will require all major land use approvals and governmental permits necessary for development of land in the CFD to be substantially in place before bonds are issued. The City may delay or disallow the formation of a CFD or sale of CFD bonds where a development project is on hold or other factors cause the City to determine that the development project's economic viability is uncertain.

Property Tax Delinquencies. The City may delay or disallow the formation of a CFD or sale of CFD bonds where property tax delinquencies exist with respect to the taxable property within the CFD.

Reserve Fund. In most cases, a debt service reserve fund will be required for CFD bond issues, which will be funded in an amount equal to the lesser of (i) 10% of the original proceeds of the CFD bond issue, (ii) the maximum annual debt service on the CFD bonds, or (iii) 125% of the average annual debt service on the CFD bonds. The City may agree to a smaller debt service reserve fund for CFDs for which certain development thresholds identified by the City have been met.

Failure to Meet Credit Criteria; Credit Enhancement; Escrow of Bond Proceeds. The City may consider exceptions to the credit quality criteria contained in these Policies for bond issues that do not represent an unusual credit risk, either due to credit enhancement or other reasons specified by the City, or which otherwise provide extraordinary public benefits, to the extent permitted by and subject to any applicable requirements of the Act.

If the City requires credit enhancement (in the form of a letter of credit, surety or other security), the credit enhancement shall be issued by an institution, in a form and upon terms and conditions satisfactory to the City. Any security required to be provided by the applicant may be discharged by the City upon satisfaction of the applicable credit criteria specified by the City.

As an alternative to providing other security, and subject to federal tax law, the applicant may request that a portion of the bond proceeds be placed in escrow with a trustee or fiscal agent in an amount sufficient to assure the financing will meet the applicable credit criteria, as determined by the City in its sole discretion. The escrowed proceeds shall be released at such times and in such amounts as may be necessary to assure the applicable credit criteria have been met.

Investor Suitability. The City will require that CFD bond financings be structured so that bonds are purchased and owned by suitable investors. In situations where the City determines that the credit quality of the CFD or the CFD bonds so warrant (for example, where there is an insufficient value-to-lien ratio, where a substantial amount of the property within a CFD is undeveloped, where tax delinquencies are present in parcels within the CFD, and in any other situation identified by the City), the City may require placement of bonds with a limited number of sophisticated investors, large bond denominations, or transfer restrictions.

IV. DISCLOSURES

Purchasers of Property. As a minimum, any disclosures mandated by applicable state law to inform prospective purchasers of their obligations under the CFD shall apply to each CFD. In addition, there may be additional requirements mandated by the City for particular kinds of financings on a case-by-case basis. The City may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by CFD.

Disclosure Requirements for the Resale of Lots. The City shall provide a notice of special taxes to sellers of property (other than developers) which will enable them to comply with their notice requirements under Section 1102.6 of the California Civil Code. This notice shall be provided by the City within five working days of receiving a written request for the notice. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

Continuing Bond Disclosure. The City may require landowners in a CFD that are responsible for 10% or more of the annual special taxes to provide: (i) initial disclosure at the time of issuance of any bonds; and (ii) annual disclosure as required under Rule 15c2-12 of the Securities Exchange Commission until the special tax obligation of the property owned by such owner drops below 10%.

V. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

Minimum Special Tax Levels. Special tax formulas shall provide for minimum special tax levels which satisfy the following payment obligations of a CFD: (a) 110 percent gross debt service coverage for all CFD bonded indebtedness, (b) the administrative expenses of the CFD, and (c) amounts equal to the differences between expected earnings on any escrow fund and the interest payments due on related bonds of the CFD.

In addition, the special tax formula may provide for the following to be included in the special tax levels: (a) any amounts required to establish or replenish any reserve fund established in association with the indebtedness of the CFD, (b) the accumulation of funds reasonably required for future debt service, (c) amounts equal to projected delinquencies of special tax payments, (d) the costs of remarketing, credit enhancement and liquidity facility fees, (e) the cost of acquisition, construction, rehabilitation, furnishing or equipping of authorized facilities, (f) lease payments for existing or future facilities, (g) costs associated with the release of funds from an escrow account, (h) the costs of authorized services, and (i) any other costs or payments permitted by law.

Equity of Special Tax Allocation Formula. The special tax formula shall be reasonable in allocating the CFD's payment obligations to parcels within the CFD. Exemptions from the special tax may be given to parcels which are publicly owned, held by a property owners' association, used for a public purpose such as open space or wetlands, affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, have insufficient value to support bonded indebtedness, or under other reasonable criteria set forth in the special tax formula.

Aggregate Tax Burden. The total projected property tax levels for any CFD (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding property owners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) must be reasonable, and will be considered by the City on a case-by-case basis.

The annual increase, if any, in the maximum special tax for any parcel may not exceed any maximum specified in the Act. The increase in the special tax levied on any residential parcel as a consequence of delinquency or default by the owner of any other parcel may not exceed any maximum specified in the Act.

Levy on Entire Parcels. Special taxes will only be levied on an entire County assessor's parcel, and any allocation of special tax liability of a County assessor's parcel to leasehold or possessory interest in the fee ownership of such County assessor's parcel shall be the responsibility

of the fee owner of such parcel and the City shall have no responsibility therefor and has no interest therein. Failure of the owner of any County assessor's parcel to pay or cause to be paid any special taxes in full when due shall subject the entire parcel to foreclosure in accordance with the Act.

Feasibility Analysis. The City may retain a special tax consultant to prepare a report which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, privately-owned improvements, City administrative costs, public services (if applicable) and other related expenditures. Such analysis, if prepared, will also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

VI. APPRAISALS

The definitions, standards and assumptions to be used for any appraisals shall be determined by City staff on a case-by-case basis, with input from City consultants, and by reference to relevant materials and information promulgated by the State of California (including, but not limited to, the California Debt and Investment Advisory Commission). The appraiser shall be an independent appraiser selected and retained by the City, and the appraisal shall be coordinated by and under the direction of the City.

The date of value referenced in the appraisal must be no more than 90 days before the date the bonds are priced, unless the City Council determines a longer time is appropriate.

All costs associated with the preparation of the appraisal report shall be paid by the applicant requesting the establishment of the CFD, if applicable, through an advance deposit.

VII. FINANCING TERMS

All terms and conditions of any CFD bonds shall be established by the City in its sole discretion. The City will control, manage and invest all proceeds of CFD bonds. Each CFD bond issue shall be structured (through the special tax levy, credit enhancements, foreclosure covenants, debt service reserve funds, or other measures) to adequately protect bond owners and to avoid any negative impact on the bonding capacity or credit rating of the City.

Neither the faith and credit nor the taxing power of the City will be pledged to security or repayment of any CFD bonds. The sole source of revenues that will be available to pay debt service on CFD bonds are special taxes, reserve funds or other pledged amounts held under the bond issuance documents, the proceeds of foreclosure proceedings for the collection of delinquent special taxes, and the proceeds of any additional security instruments or credit enhancements available to pay debt service on the CFD bonds.

The City shall, in its sole discretion, select and retain all consultants necessary for the formation of the CFD and the issuance of bonds, including one or more underwriters, bond counsel, disclosure counsel, municipal advisors, the special tax consultant, and as applicable, an appraiser and market absorption/pricing consultant.

VIII. EXCEPTIONS TO THESE POLICIES

To the extent permitted by the Act, the City Council may waive or modify these Policies in any respect upon a finding that such a waiver or modification is reasonable or desirable under circumstances specific to a given CFD.

APPENDIX D

GLOSSARY OF DEBT MANAGEMENT TERMS

ADVANCE REFUNDING: A refinancing transaction whereby new (refunding) bonds are issued to repay (refund) outstanding bonds prior to the next call date. The proceeds of the refunding bonds are deposited in an escrow account, invested in government securities, and used to pay debt service (interest, principal and premium, if any) on the refunded bonds through the applicable call date. For accounting purposes, the refunded obligations are no longer considered outstanding bonds.

AMORTIZATION: The planned reduction of a debt obligation according to a stated maturity or redemption schedule.

ARBITRAGE: Investment earnings representing the difference between interest paid on bonds and the interest earned on securities in which bond proceeds are invested. The Internal Revenue Code regulates the amount and conditions under which arbitrage on the investment of bond proceeds is permissible and the 1986 Tax Reform Act requires, with limited exceptions, that arbitrage earnings from investments be paid to the federal government.

BOND: Written evidence of the borrowing of money with the promise to repay principal, and usually interest, at a specified time.

BOND INSURANCE: Insurance supporting the timely payment of principal and interest of a bond in the event of failure by the issuer to pay principal and/or interest as promised. The cost of insurance is usually paid by the issuer, and should not be purchased unless the cost is more than offset by lower interest rates due to the insurance.

CALL: An action taken to pay the principal amount of bonds prior to their stated maturity date, in accordance with the bond provisions.

CALL PREMIUM: A dollar amount, usually stated as a percentage of the principal amount called, paid as a "penalty" or "premium" for the exercise of a call provision.

CALL PROVISIONS: The terms of the bond giving the issuer the right to redeem all or a portion of a bond issue prior to its stated date of maturity at a specific price, usually at or above par.

CAPITALIZED INTEREST: A portion of the proceeds of a bond issue which is set aside to pay interest on such bond issue for a specific period of time. Interest is commonly capitalized during the construction period of a debt financed project.

CERTIFICATE OF PARTICIPATION: A financial instrument representing a proportionate interest in payments such as lease payments by one party, such as a city acting as a lessee, to another party.

COMMERCIAL PAPER: A short-term, unsecured debt obligation issued with a stated maturity of up to 270 days.

COMPETITIVE SALE: A sale of bonds in which the bonds are awarded to the bidder who offers to purchase the bonds at the lowest cost via a sealed bid or electronic format.

CONTINUING DISCLOSURE: The requirement by the Securities and Exchange Commission to provide current financial information to the Municipal Securities Rulemaking Board (MSRB) for access by the public.

CURRENT REFUNDING: A refinancing transaction whereby new (refunding) bonds are issued to immediately repay (refund) outstanding bonds.

DEBT LIMIT: Statutory or constitutional limits on the principal amount of debt that an issuer may incur or may have outstanding at any one time.

DEBT SERVICE: Principal and/or interest payment on outstanding bonds.

DEBT SERVICE RESERVE FUND: A fund in which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements.

DISCOUNT: Amount (stated in dollars or a percent) by which the purchase price of a bond is less than its face amount.

GENERAL OBLIGATION DEBT: Bonds issued by a governmental entity and secured by the pledge of the full faith and credit and unlimited taxing power of the issuer.

LEGAL DEBT MARGIN: The amount of general obligation bonds that a municipality may have outstanding expressed as a percentage of the assessed value of real estate in the municipality as shown on the last preceding assessment of property taxes.

LEGAL OPINION: An opinion of bond counsel concerning the validity of a bond issue with respect to statutory authority, constitutionality, procedural conformity and the exemption of interest from federal income and state taxes, if applicable.

NEGOTIATED SALE: A sale of securities in which the terms of the sale are determined through negotiation between the issuer and the purchaser, typically an underwriter.

NET INTEREST COST (NIC): The average interest cost of a bond issue calculated based on the average coupon rate weighted to years of maturity, and adjusted for any original issue discount or premium.

OPTIONAL REDEMPTION: A right to retire a bond issue, or a portion thereof, prior to the stated maturity date. The exercise of an optional redemption (call) may require the payment of a premium.

PAR VALUE: The principal amount of a bond due at maturity.

PRIVATE ACTIVITY BOND: A bond issued by a state or local government for the purpose of financing a project of one or more private users. Interest is not tax-exempt unless the use of proceeds meets certain requirements of the Internal Revenue Code.

PRIVATE PLACEMENT: The original placement of an issue with one or more investors as opposed to being publicly offered or sold.

REVENUE BOND: A bond secured by a specific source of revenue, such as a pledge of rates, rents, or fees.

TRUE INTEREST COST (TIC): A method of calculating the overall cost of a financing that takes into account the time value of money. The TIC is the rate of interest that will discount all future payments so that the sum of such payments equals the issue proceeds.

UNDERWRITER: A dealer that purchases new issues of municipal securities from an issuer and resells them to investors.

UNDERWRITER'S DISCOUNT: The difference between the price at which bonds are bought by an Underwriter from an issuer and the price at which they are reoffered to investors.

City of Santa Clara, California

DISCLOSURE CONTROLS AND PROCEDURES

Effective as of November 18, 2025

A. GENERAL

1. Purpose. These Disclosure Controls and Procedures (the "**Disclosure Procedures**") of the City of Santa Clara (the "**City**") are intended to (i) ensure the accuracy of the City's disclosures and the City's compliance with all applicable federal and state securities laws, and (ii) promote best practices regarding disclosures relating to debt issued by the City.

   The failure of the City to comply with any provision of these Disclosure Procedures shall not affect the authorization or the validity or enforceability of any debt that is otherwise issued by the City in accordance with law.

2. Definitions. Unless otherwise defined in this document, capitalized terms used in these Disclosure Procedures shall have the meanings set forth below:

   "Annual Report" means the annual financial information and operating data required to be filed pursuant to a Continuing Disclosure Agreement.

   "Audited Financial Statements" or "ACFR" means the City's Annual Comprehensive Financial Report.

   "Bond Counsel" means a law firm or law firms retained by the City to render an opinion in connection with the issuance of bonds or other municipal securities as to the validity and enforceability of the bonds or other municipal securities and the treatment of the interest on the bonds or other municipal securities under the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the bonds or other municipal securities and applicable state law.

   "*City*" means the City of Santa Clara, California.

   "Continuing Disclosure Agreement" or "CDA" means the certificate or agreement entered into by the City in connection with the public offering of securities to permit the underwriters of such securities to comply with SEC Rule 15c2-12, as amended from time to time.

   "Continuing Disclosure Agreement Master List" means a current list of each Continuing Disclosure Agreement of the City, identified by name of the issue covered and the CUSIP numbers associated therewith, for which the City remains obligated, together with a description of the contents required in the Annual Report under each Continuing Disclosure Agreement, the date on or before which the Annual Report and Audited Financial Statements must be filed, a description of information required in any notice of a failure to file the Annual Report and Audited Financial Statements, and a description of each event for which notice must be filed and whether the event must be filed in a timely manner or within ten business days of the occurrence of the event.

"*Contributors*" means City employees or non-City individuals or agencies that are not part of the Working Group that prepare or provide information for inclusion in the Disclosure Documents or review certain Disclosure Documents for accuracy and completeness.

"*Debt Management Policy*" means the debt management policy of the City of Santa Clara.

"*Disclosure Coordinator*" means the Director of Finance, or such other City official designated by the Director of Finance from time to time.

"Disclosure Counsel" means the law firm or law firms retained by the City from time to time to advise the City with respect to disclosure obligations and requirements under federal securities laws.

"*Disclosure Document*" means any City document and material prepared, issued, or distributed in connection with the City's disclosure obligations under applicable federal and state securities laws or that could potentially subject the City to liability under applicable federal securities laws, relating to its debt obligations including, but not limited to, the following:

(A) Offering Documents, together with any supplements;
(B) Audited Financial Statements;
(C) Annual Reports, Event Notices, and any other filings made by the City under a Continuing Disclosure Agreement;
(D) Any voluntary filing made by the City that is filed on EMMA;
(E) Investor presentations; rating agency presentations; and
(F) Any other document that is reviewed and approved in accordance with these Disclosure Procedures.

The term "Disclosure Document" shall also include any other disclosure that the Disclosure Coordinator, or designee, designates as such pursuant to Section D herein.

"Disclosure Procedures" means these Disclosure Controls and Procedures, as the same may be supplemented and amended from time to time.

"Dissemination Agent" means a third-party consultant appointed by the City to act as dissemination agent under a Continuing Disclosure Agreement.

"EMMA®" means the internet-based platform maintained by the MSRB known as the Electronic Municipal Market Access system.

"Event Notice" or "*Disclosure*" means disclosure of certain enumerated events relating to a municipal security required to be made by an issuer or obligated person to the Electronic Municipal Market Access (EMMA®) system pursuant to a continuing disclosure agreement or undertaking meeting the requirements of SEC Rule 15c2-12. Disclosures may be referred to as material event notices or disclosures even though under Rule 15c2-12 a materiality standard for determining whether the notice is required applies to only certain of the enumerated events.

"Financial Obligation" means a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term Financial Obligation does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule regardless of whether the official statement (OS) filing is required under the Rule or is done on a voluntary basis. In order for this exemption to apply, the issuer will need to enter into a continuing disclosure agreement as well.

Also, the definition "financial obligation" does not include ordinary financial and operating liabilities incurred in the normal course of business by the City, but rather only the City's debt, debt-like, and debt-related obligations. The terms used in the definition of Financial Obligation have the meanings ascribed to them in SEC Release No. 34-83885 (Aug. 20, 2018).

"Financial Obligations Master List" means a list of the City's existing Financial Obligations. The Financial Obligations Master List should include for each Financial Obligation listed such terms of the Financial Obligation as may be necessary to comply with the information reporting requirements of Event (15) under the Rule and monitoring requirements of Event (16) under the Rule. The Financial Obligations Master List should be updated upon incurrence of each new Financial Obligation or modification of an existing Financial Obligation.

"Listed Event" means certain enumerated events specified in the Rule and in the City's Continuing Disclosure Agreements. The current Listed Events enumerated under the Rule are set forth in Appendix A – Listed Events.

"*MSRB*" means the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the Securities and Exchange Commission to receive filings pursuant to Rule 15c2-12 under the federal Securities Exchange Act of 1934, as the same may be amended and modified from time to time.

"Municipal Advisor" means an individual or firm providing advice to the City with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues.

"Offering Documents" means all preliminary and final official statements, including appendices, offering memoranda and other materials prepared by or for the City, together with any amendments or supplements thereto, for use in connection with the offering of notes, bonds, other municipal securities, or other obligations of the City subject to the Rule and the antifraud provisions of federal securities law.

"Required Date" means the latest date or dates after the end of the City's fiscal year when the Audited Financial Statements and Annual Report are required to be filed with the MSRB under the City's Continuing Disclosure Agreements, as identified by the Continuing Disclosure Agreement Master List.

"Rule" or "Rule 15c2-12" means Securities and Exchange Commission Rule 15c2-12, adopted pursuant to the Securities Exchange Act of 1934, 17 CFR § 240.15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"Underwriter" means the broker, dealer, or municipal securities dealer offering or placing bonds or other municipal securities described in Offering Documents to or with investors.

"Underwriter Group" means collectively, the Underwriters and counsel to the Underwriters.

"*Working Group"* means collectively, City officials, City employees, and outside professionals and consultants (which may include without limitation Bond Counsel, Disclosure Counsel, Municipal Advisors, Underwriters, Dissemination Agents, and accountants) assigned by the Disclosure Coordinator to assist the City with the preparation and/or review of Disclosure Documents. City officials and employees shall include, at a minimum, senior representatives of the City Finance Department's Administration Division and Accounting Division, and the City Attorney's Office.

"*Working Group Coordinator"* means a member of the Working Group that is a City employee and designated by the Director of Finance, or his/her designee, as the lead member of the Working Group.

"*Working Group Member"* means each individual designated by the Disclosure Coordinator as part of the Working Group.

B. RESPONSIBILITIES

1. Disclosure Coordinator Responsibilities

The Disclosure Coordinator is responsible for oversight of the City's compliance with these Disclosure Procedures. Primary responsibilities regarding disclosure requirements in connection with the issuance of debt include, but are not limited to, the following:

a. Identify members of the applicable Working Group in a timely manner.

b. Identify required professional services necessary for each respective debt issuance.

c. Appoint a Working Group Coordinator for each debt issuance.

d. Authorize the Working Group Coordinator to procure the required professional services for each debt issuance.

e. Communicate with appropriate senior City officials regarding the Disclosure Documents, as needed.

f. Serve as the spokesperson, or designate a spokesperson, to communicate with investors and the public on questions regarding disclosure matters of the City.

g. Meet periodically with the Working Group Coordinator during each debt issuance to review the scope and content of the Disclosure Documents.

h. Direct the Working Group Coordinator and other City employees to engage with certain professionals and contractors to assist the City with preparing, reviewing, and finalizing Disclosure Documents or to assist in the execution of the responsibilities detailed within these Disclosure Procedures.

i. Work with the Working Group and such other individuals as appropriate given the nature of the financing to confirm that these Disclosure Procedures are followed with respect to the preparation and/or dissemination of Disclosure Documents.

j. Confirm that all financial and operating information contained in the Disclosure Documents has been provided to the Working Group for review in accordance with these Disclosure Procedures.

k. Confirm that information regarding the City's financial condition has been compared for accuracy against the City's ACFR, including the notes included therein, and other financial reports prepared and released by the City, as applicable.

l. Certify that each Disclosure Document as of the date thereof, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Director of Finance, or his/her designee, may designate staff or engage a Municipal Advisor or other professionals to assist in the execution of the responsibilities above.

2. Working Group Coordinator Responsibilities

The Working Group Coordinator's primary responsibilities prior, during, and after each issuance of debt by the City include, but are not limited to, the following:

a. Establish a debt issuance checklist and timeline for preparing, reviewing, revising, approving, and finalizing Disclosure Documents, including the circulation and review of draft Disclosure Documents.

b. Work with the Working Group and Underwriter Group to determine the contents of the Disclosure Documents.

c. Procure necessary consultants and professional services identified by the Disclosure Coordinator, as requested.

d. Assign responsibilities for the preparation and review of all Disclosure Documents to members of the Working Group and/or Contributors.

e. Disseminate or manage the dissemination of Disclosure Documents to the Working Group throughout the preparation and review process.

f. Manage and control revisions to the Disclosure Documents for each debt issuance.

g. Verify the accuracy of information in the Disclosure Documents.

h. Serve as the primary point of contact or appoint a primary point of contact regarding information in the Disclosure Documents.

i. Meet periodically with the Disclosure Coordinator during each debt issuance process to review the scope and content of the Disclosure Documents.

j Maintain records demonstrating the City's compliance with these Disclosure Procedures. (e.g., records of meetings, task checklists, responsible party checklists, internal certifications, emails, and sign-offs)

k Keep informed of the City's public disclosures for the purpose of considering whether any such disclosure should be considered a Disclosure Document.

l. Monitor ongoing compliance by the City with these Disclosure Procedures.

m. Maintain the Continuing Disclosure Agreement Master List and the Financial Obligations Master List; and

n. File or cause to be filed the required Disclosure Documents, including the ACFR and Event Notices, with EMMA® by the deadlines stated in each Continuing Disclosure Agreement.

o. Carry out the Continuing Disclosure responsibilities identified in Section E – Continuing Disclosure, herein.

3. Working Group Responsibilities

a. Meet collectively on-site or virtually to review and discuss Disclosure Documents as determined by the Disclosure Coordinator or Working Group Coordinator. Attendance at meetings shall be determined by the Disclosure Coordinator or Working Group Coordinator.

4. Working Group Member Responsibilities. Working Group Members shall solicit information in a timely manner from City employees or non-City individuals or agencies that are not part of the Working Group or Underwriter Group ("Contributors") for inclusion in the applicable Disclosure Documents or may request the Contributors review certain Disclosure Documents for accuracy and completeness.

a. Identify and contact Contributors as soon as reasonably practical to request information to be included in the Disclosure Documents or to perform a review of the Disclosure Documents or portions thereof.

b. Each Working Group Member shall determine and document the sources from which information they are responsible for preparing, updating, or reviewing is derived.

c. Each respective Working Group Member shall, to the extent applicable, maintain documentation of Contributors and the information each provided or reviewed in connection with the Disclosure Documents, and shall also be responsible for collecting all transmittal letters, certifications, sign-offs, and other source documentation requested by the Disclosure Coordinator or Working Group Coordinator for incorporation into the records to be maintained by the Working Group Coordinator demonstrating the City's compliance with these Disclosure Procedures.

d. As requested by the Disclosure Coordinator, or designee, or the Working Group Coordinator, provide a signed disclosure certificate, email, or other specified sign-off certifying any Disclosure Document completed and/or reviewed.

e. Each Working Group Member that is a City official or employee is required to submit a completed disclosure certificate, email, or other specified sign-off to the Working Group Coordinator for all bond transactions requiring an official statement, even if no changes are made to the section(s) of the official statement they are responsible for preparing or reviewing, certifying that the information as of the date thereof, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein

or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

C. DISCLOSURE PROCEDURES – OFFERING DOCUMENTS

1. Offering Documents Disclosure - The following process shall be used in connection with reviewing the form and content of Offering Documents and any supplements thereto.

   a. The Working Group Coordinator shall request that Bond Counsel, Disclosure Counsel, the Municipal Advisor, or other professional or consultant, prepare an initial draft of Offering Documents.

   b. The Working Group Coordinator shall disseminate or cause the dissemination of the initial draft of the Offering Documents to the Working Group for completion and review.

   c. The Working Group Coordinator shall:

      (i) ensure that all appropriate members of the Working Group and Underwriter Group are included on the distribution list, and

      (ii) assign all or portions of the Offering Documents to the Working Group and Contributors, for preparation and/or review, as necessary.

   d. Each member of the Working Group shall identify and work with Contributors as necessary to prepare information to complete the Offering Documents they are responsible for preparing, respectively.

   e. The Working Group Coordinator, Bond Counsel, and/or Disclosure Counsel shall manage the incorporation of information received from the Working Group and Contributors into the Offering Documents.

   f. The Working Group Coordinator, with input from Bond Counsel, Disclosure Counsel, and the Municipal Advisor, shall decide the appropriate time to provide the Underwriter Group with drafts of the Disclosure Documents.

2. Offering Documents Review and Approval Process

   a. Prior to an Offering Document being deemed “final” within the meaning of the Rule, the Working Group Coordinator, in consultation with the Municipal Advisor, Disclosure Counsel, and Underwriter Group, shall conduct a review that the Working Group Coordinator deems appropriate of the City’s compliance with its continuing disclosure undertakings for the preceding five years in order to identify any compliance failures. The Working Group Coordinator may rely on compliance surveys prepared by third-party consultants, including consultants engaged by an Underwriter.

      i. If any compliance failures are identified, the Working Group Coordinator shall consult with Disclosure Counsel and the Underwriter Group to determine whether disclosure of such failures is required in the Offering Documents. If necessary, the Working Group Coordinator, or designee, in consultation with Disclosure Counsel, shall draft such disclosure for inclusion in the Offering Documents, as required under federal securities law and submit such draft to the Disclosure Coordinator, Working Group, and Underwriter Group, if applicable, for review. Upon approval by the Disclosure Coordinator, Working Group, and Underwriter Group, if

applicable, the Working Group Coordinator shall ensure such language is included in the Offering Documents.

ii. To the extent practicable, remedial filings with respect to any such failures to file shall be prepared and filed in accordance with these Disclosure Procedures.

b. Members of the Working Group shall review, revise, and comment on initial and revised drafts of the Offering Documents prior to their respective signoffs and distribution.

c. The Disclosure Coordinator or Working Group Coordinator shall coordinate a City due diligence meeting with the Working Group and Underwriter Group in connection with the Offering Documents.

d. The Disclosure Coordinator, Working Group, and Underwriter Group, as applicable, must approve the final version of all Offering Documents prior to posting or distribution. Before final approval, the Working Group must determine that the material facts described therein are consistent with those known to the Working Group, and that the final version of the Offering Documents (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in the light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects. For purposes of these Disclosure Procedures, the execution of a certificate deeming an Offering Document final shall also serve as the City's written signoff on the contents of the Offering Document.

e. Approval of Offering Documents shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the Working Group and Underwriter Group, as applicable, with responsibility for the disclosure provided in the Offering Documents. Upon receipt of written sign-off from the respective members of the Working Group and Underwriter Group, as applicable, the Working Group Coordinator shall authorize the distribution of the Offering Documents. The Working Group Coordinator shall retain the written signoffs received from each member of the Working Group and Underwriter Group in the records maintained pursuant to these Disclosure Procedures.

3. <u>Offering Document Submission</u>

a. All Offering Documents shall be submitted to the City Council together with each resolution or ordinance authorizing the issuance and sale of the related debt obligation. Such resolution or ordinance shall include a provision for City Council approval of the Offering Documents in substantially final form together with a delegation to the City Manager, the Director of Finance, or other City staff as appropriate to finalize the Offering Documents and to, among other things, include the most recent City financial information or other material information, and to otherwise make corrections and clarifications needed so that such Offering Documents comply with federal securities laws.

b. After review and approval of final Disclosure Documents by the City Council, and sign-off by the Working Group and Underwriter Group, as applicable, the Working Group Coordinator shall file or cause to be filed the required Disclosure Documents on EMMA®, if not already performed by the Underwriter.

D. DISCLOSURE PROCEDURES - OTHER DOCUMENTS

The following procedures apply to Disclosure Documents that are not addressed in Section C.

1. The Disclosure Coordinator, or designee, shall review City Council agenda items in order to identify the entering into of new potential Financial Obligations (or a modification of an existing Financial Obligation due to financial difficulty) and shall follow-up with the City staff responsible for the agenda item to determine if the item rises to the level of disclosure. For purposes of this section, at a minimum, items to be considered by the Disclosure Coordinator as a potential Financial Obligation shall include, but are not limited to:

    a. A debt obligation;
    b. A derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation;
    c. A guarantee of (a) or (b);
    d. A financing agreement or financing lease or energy savings performance contract where the City effectively borrows money at a rate of interest for the purchase of vehicles and equipment and pays back such borrowing over a number of years;
    e. A contract for the payment of a good or service that obligates the City to a payment over a number of years but does not include normal operating contracts such as for the construction of public improvements or maintenance thereof;
    f. An economic development agreement that has features of a “debt” such as the payment of interest over time;
    g. A line of credit, credit agreement or commercial paper program;
    h. A loan or contract with the State or Federal Government where funds are received by the City and repayment is made over a number of years with interest;
    i. A contract or obligation that contains provisions or triggers that may impair the City’s liquidity, creditworthiness or an existing security holder’s rights;
    j. Any contract or obligation that is a guarantee provided by the City for the benefit of a third party; or
    k. Any other contract, instrument or obligation that is “debt-like” or “debt- related”.

    The Disclosure Coordinator, or designee, shall review all potential Financial Obligations for materiality and determine, in consultation with Disclosure Counsel as needed, if a filing is required. For purposes of this section, a determination as to the materiality of a potential Financial Obligation involves a determination as to:

    > *“whether a financial obligation or the terms of a financial obligation, if they affect security holders, would be important to the total mix of information made available to a reasonable investor when making an investment decision.”*

    In determining whether a Financial Obligation is material upon its incurrence or any modification of its terms, relevant facts and circumstances may include, but are not limited to:

a. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations (e.g., a series of financing leases), and the method of setting or adjusting the interest rate thereof;

b. The City's overall balance sheet and the size of its existing debt obligations;

c. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

d. The length of time that the Financial Obligation is to remain outstanding; and

e. Other appropriate terms of a Financial Obligation that will impact the City's financial condition and/or existing security holders in a material manner.

In determining whether the modification of the terms of a Financial Obligation reflects financial difficulties of the City pursuant to Event (16), such occurrences may include but are not limited to the following types of events:

a. Monetary defaults or events of non-appropriation where the City has failed to pay principal, interest or other funds due, or a non-payment related default where the City has failed to comply with specified covenants;

b. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;

c. A modification of terms that reflects financial difficulties of the City such as a re-amortization of debt due to the City's difficulty in making payments;

d. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and

e. Other events under the terms of a Financial Obligation that reflect financial difficulties of the City and share similar characteristics with the specific types of events in Event (16).

At all times, Working Group Members are required to notify the Working Group Coordinator if they become aware of the occurrence or potential occurrence of events, amendments, or new agreements, or other items that would constitute Events (15) and (16) under the Rule. If a Working Group Member provides such notice or the Working Group Coordinator otherwise becomes aware of such actual or potential event, the Working Group Coordinator shall follow the steps under "Section E (3)(a) Event Notices – General" and "Section E (3)(b) Event Notices – Financial Obligations" in determining whether an event has occurred and, if necessary, the drafting and filing of the Event Notice and related record-keeping.

The Working Group Coordinator shall make a determination, based on the facts and circumstances, whether to submit to EMMA® a description of the material terms of the Financial Obligations or changes thereto reflecting financial difficulties, or alternatively or in addition, submit the entirety of the materials, including contracts and transaction documents prepared in connection with the Financial Obligation, redacting any confidential or personally identifiable information. The Working Group Coordinator shall notify the Disclosure Coordinator of all determinations regarding Financial Obligations.

2. Public Document Releases and Other Communications

The anti-fraud provisions of the securities laws apply to public document releases (including annual and continuing disclosures accessible on the EMMA® system) and other communications that are reasonably likely to reach investors or the

securities markets and could be material to investors. Without limitation, such releases could include press releases, reports, web site postings, and other public communications of City officials and staff. While the Disclosure Coordinator, or designee, will not review all such communications, any City employee preparing information for public release may request that the Disclosure Coordinator, or designee, determine whether such document or other communication should be filed as a material event or voluntary notice with the MSRB.

3. Notification. If the Disclosure Coordinator, or designee, or Working Group Coordinator determines that a document is a Disclosure Document, the Disclosure Coordinator or Working Group Coordinator shall determine (i) the expected completion date of the Disclosure Document and (ii) the expected dissemination date of the Disclosure Document. The Disclosure Coordinator, or designee, and the Working Group Coordinator shall be provided with a reasonable opportunity to review such Disclosure Document.

4. Involvement of City Attorney's Office. The Disclosure Coordinator, or designee, or Working Group Coordinator may request the City Attorney's Office and/or Disclosure Counsel, review any public document release or other communication to help determine whether such information should be disclosed.

5. Dissemination of Disclosure Documents. If the Disclosure Coordinator, or designee, or Working Group Coordinator determines that dissemination of information or a material event is appropriate, the Disclosure Coordinator shall post, or cause such information to be posted, in a timely manner on EMMA®, consistent with these Disclosure Procedures and the Debt Management Policy.

E. POST ISSUANCE COMPLIANCE AND CONTINUING DISCLOSURE

The City has established guidelines contained in its Debt Management Policy (the "Post Issuance Guidelines") to ensure that the City complies with the requirements of the IRS Code and California Code that are applicable to its debt. These Post Issuance Guidelines, along with requirements contained in the tax certificate (the "Tax Certificate") and other documents executed at the time of issuance of debt, as well as the City's internal arbitrage procedures, are intended to constitute written guidelines for ongoing compliance with Federal tax requirements and the California Code, as applicable, and for timely identification and remediation of violations, if any, of such requirements. See "City of Santa Clara Debt Management Policy – Appendix B – Post Issuance Compliance Guidelines".

In connection with the issuance of municipal securities, the City has entered into (and in the future may enter into) Continuing Disclosure Agreements for the benefit of the holders and beneficial owners of the issue of municipal securities, as required by the Underwriters in accordance with the Rule. The City is required to comply with these Continuing Disclosure Agreements for so long as it remains obligated to advance funds to pay or support the municipal securities covered by the respective Continuing Disclosure Agreements.

Under the Continuing Disclosure Agreements, the City is obligated to provide to the MSRB by means of the EMMA® system (1) annual financial information consisting of (i) Audited Financial Statements and (ii) the Annual Report on or before the date specified in the Continuing Disclosure Agreements, and notice of any failure to provide such annual financial information, and (2) in a timely manner, any of the Event Notices specified in the Continuing Disclosure Agreements.

The Working Group Coordinator maintains the Continuing Disclosure Agreement Master List and shall have primary responsibility for carrying out the City's responsibilities under its Continuing Disclosure Agreements, which include the following:

1. Audited Financial Statements. The Working Group Coordinator will file the Audited Financial Statements with EMMA® upon availability or together with the Annual Report, provided such filing occurs on or before the respective Required Date.

   If the Audited Financial Statements are not complete by the Required Date, the Working Group Coordinator shall:

   a. If required under a Continuing Disclosure Agreement, arrange for the review by the Working Group and filing of unaudited financial statements with such cautionary statements and disclaimers as may be appropriate on or before the Required Date or as soon as practicable thereafter, and
   b. If required under a Continuing Disclosure Agreement, direct the Working Group Coordinator to draft and file an Event Notice, in conformity with the failure to file notice provisions of the Continuing Disclosure Agreement, stating that the annual financial information is not yet available and will not be filed by the Required Date. When the Audited Financial Statements become available, the Disclosure Coordinator shall direct the Working Group Coordinator or other person or entity to file such Audited Financial Statements pursuant to each respective Continuing Disclosure Agreement on EMMA®.

2. Annual Report. The Working Group Coordinator shall schedule the preparation and drafting of the Annual Report with the Working Group in time to file the Annual Report on or before the Required Date.

   a. The Working Group Coordinator shall assign preparation of all required information of the draft Annual Report, as appropriate, to members of the Working Group and Contributors with responsibility for the financial information or operating data described therein and indicated to be required by the Continuing Disclosure Agreement Master List.

      i. The Working Group shall review, comment on, and revise the initial and any subsequent drafts of the Annual Report and check, confirm, and include or incorporate by reference, as appropriate, information contained in the ACFR, and such other reports as required; and consult with appropriate City staff, Bond Counsel, Disclosure Counsel, and other outside consultants, if necessary, regarding the disclosure in the Annual Report.

   b. The Working Group Coordinator shall receive, review, and compile the required information related to the preparation of the Annual Report by Working Group Members and Contributors.
   c. The Working Group Coordinator shall disseminate drafts of the Annual Report to members of the Working Group for review and comment until all Working Group Members provide approval.
   d. Following the Working Group review and approval, the Disclosure Coordinator must approve the final version of the Annual Report. Prior to final approval, the Working Group Coordinator shall determine that the material facts described therein are consistent with those known to the Working Group, and that the final version of the Annual Report (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made

therein, in the light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

e. Prior to submitting the Annual Report to EMMA®, the Working Group Coordinator must receive written sign-off (which may be delivered by email) from each member of the Working Group with responsibility for the disclosures provided in the Annual Report. The Working Group Coordinator shall retain the written sign-offs received from Working Group Members in the records maintained pursuant to these Disclosure Procedures.

f. If the Annual Report is not available by the Required Date, the Working Group Coordinator shall file an Event Notice, in conformity with the failure to file notice provisions of the Continuing Disclosure Agreement, stating that the Annual Report is not yet available and will not be filed by the Required Date. When the Annual Report becomes available, the Working Group Coordinator shall file such Annual Report on EMMA®.

g. The Working Group Coordinator shall file the Annual Report on EMMA®. The Working Group Coordinator may engage the assistance of a Municipal Advisor, Dissemination Agent, or a third-party firm to perform this responsibility.

3. Event Notices. In its Continuing Disclosure Agreements, the City is obligated to file notices of certain events on EMMA® in a timely manner (in certain undertakings within ten business days) after the occurrence of the event, as set forth in the Continuing Disclosure Agreement Master List.

a. Event Notices – General. Each member of the Working Group is expected to have a complete understanding of the Listed Events set forth in each Continuing Disclosure Agreement, as described in the Continuing Disclosure Agreement Master List.

At all times each Working Group Member is required to notify the Working Group Coordinator if they become aware of any event or potential for an event described in the Continuing Disclosure Agreement Master List that may require the filing of an Event Notice.

The Working Group Coordinator shall identify City personnel who may have information relating to the City's disclosure obligations under each respective Continuing Disclosure Agreement and Event Notices. The Working Group Coordinator shall require each City department to notify the Working Group Coordinator upon the occurrence of any event or potential for an event described in the Continuing Disclosure Agreement Master List within the department's respective scope of responsibilities.

Upon notification of the occurrence of an event or potential occurrence of an event that may require filing of an Event Notice, the Working Group Coordinator shall confer with the Working Group, City staff, and other outside consultants as may be necessary to determine whether an event has occurred and, if necessary, draft or assign the drafting of the Event Notice in sufficient time to allow the City to meet its continuing disclosure obligations described in the Continuing Disclosure Agreement Master List.

The Working Group Coordinator shall draft the Event Notice and the Disclosure Coordinator, or designee, must approve the version of the Event Notice before the Event Notice is distributed to the Working Group for review and comment. The Working Group Coordinator shall consult with members of the Working Group, other appropriate City staff, and other outside consultants, if necessary, regarding the Event Notice. Before final approval, the Working Group

Coordinator must determine that the material facts described therein are consistent with those known to the Working Group, and that the final version of the Event Notice (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in the light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

Prior to submitting the Event Notice, the Working Group Coordinator must receive written sign-off (which may be delivered by email) from each member of the Working Group with responsibility for the disclosure provided in the Event Notice. Upon receipt of sign-off from such members of the Working Group, the Working Group Coordinator shall file the Event Notice on EMMA®. The Working Group Coordinator may engage the assistance of a Municipal Advisor, Dissemination Agent, or a third-party firm to perform this responsibility. The Working Group Coordinator shall retain the written sign-offs received from such members of the Working Group in the records maintained pursuant to these Disclosure Procedures.

If the Working Group becomes aware of an Event Notice that was not timely filed, the Working Group Coordinator shall follow the process described above to promptly file such Event Notice, if required pursuant to the Rule.

b. *Event Notices – Financial Obligations.* In connection with each issuance of debt by the City subject to the Rule, the City is required to include in future Continuing Disclosure Agreements an agreement to file, not in excess of ten business days after occurrence, an Event Notice for the following: Event (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and Event (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties. The terms used in Events (15) and (16) shall have the meanings ascribed to them in accordance with guidance provided by SEC Release No. 34-83885 dated August 20, 2018.

Each member of the Working Group is expected to have an understanding of Events (15) and (16) under the Rule. If the Working Group has not received disclosure training on Events (15) and (16), the Working Group Coordinator should request such training pertinent to these matters (see Section F - Training).

The Working Group Coordinator will, in consultation with Bond Counsel and Disclosure Counsel, be responsible for: (i) identifying existing material Financial Obligations; (ii) tracking new material Financial Obligations, including amendments thereto; and (iii) monitoring Financial Obligations for events which may reflect financial difficulties.

To assist in monitoring compliance with Events (15) and (16), the Working Group Coordinator shall create the Financial Obligations Master List, with the assistance of Bond Counsel and Disclosure Counsel, and other outside consultants, as the Disclosure Coordinator and Working Group Coordinator deem appropriate.

The Financial Obligations Master List should at a minimum provide information similar in content to the recommended format provided by the Government Finance Officers Association.

The Working Group Coordinator shall maintain and update the Financial Obligations Master List, and upon approval of the Disclosure Coordinator, may retain a Municipal Advisor, as may be necessary, to effectively maintain and update such list as well as to make all filings required to be made by the City under the Continuing Disclosure Agreement.

4. Voluntary Filings with EMMA®

If City staff desires to file a voluntary disclosure filing on EMMA®, the staff must make a request to the Working Group Coordinator describing the reason for providing a voluntary disclosure. The Working Group Coordinator shall coordinate with the Disclosure Coordinator to determine whether a voluntary filing is appropriate and, if so, draft or assign the drafting of the voluntary disclosure filing. The Working Group Coordinator shall provide the Disclosure Coordinator with a draft of the voluntary filing and the Disclosure Coordinator will review, revise, and comment on initial and subsequent drafts of the voluntary filing. The Working Group Coordinator may consult with members of the Working Group and other outside consultants, if necessary, regarding the voluntary filing.

The Disclosure Coordinator must approve of the final version of the voluntary filing. Before final approval, the Working Group Coordinator must determine that the material facts described therein are consistent with those known to the Working Group Coordinator, and that the final version of the voluntary filing (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in the light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

Approval of a voluntary filing shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the Working Group with responsibility for the disclosure provided in the voluntary filing. Upon receipt of sign-off from such members of the Working Group, the Disclosure Coordinator shall direct the Working Group Coordinator to file the voluntary filing with EMMA®. The Working Group Coordinator shall retain the written sign-offs received from the Disclosure Coordinator and members of the Working Group in the records maintained pursuant to these Disclosure Procedures.

F. RATING AGENCY PRESENTATIONS

If City officials and staff are to make a presentation to a rating agency relating to the rating of outstanding or proposed municipal securities, the Working Group Coordinator shall assign portions of the draft rating agency presentation to members of the Working Group and Contributors with responsibility for the financial and other information to be provided therein and to Bond Counsel, Disclosure Counsel, and the Municipal Advisor, as appropriate.

The Working Group shall consult with Contributors and other appropriate City staff, and other outside consultants, if necessary, regarding the disclosure in the rating agency presentation. The Working Group shall review, revise, and comment on initial and subsequent drafts of the rating agency presentation.

The Disclosure Coordinator must approve the final version of any rating agency presentation prior to delivery to a rating agency. Before final approval, the Working Group Coordinator must determine that the material facts described therein are consistent with

those known to the Working Group, and that the final version of the rating agency presentation (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in the light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

Approval of a rating agency presentation shall be evidenced by written sign-off (which may be delivered by e-mail) from each Working Group Member with responsibility for the disclosure provided in the rating agency presentation. Upon receipt of sign-off from such Working Group Members, the Working Group Coordinator shall direct a Working Group Member to provide the rating agency presentation to the rating agency. The Working Group Coordinator shall retain the written sign-offs received from members of the Working Group in the records maintained pursuant to these Disclosure Procedures.

G. INVESTOR PRESENTATIONS

In the event a presentation is to be made to prospective investors with respect to an offering of municipal securities of the City or to investors with respect to outstanding municipal securities of the City, the Working Group Coordinator shall assign portions of the draft investor presentation to members of the Working Group and Contributors with responsibility for the financial and other information to be provided therein and to Bond Counsel, Disclosure Counsel, and the Municipal Advisor, as appropriate.

The Working Group shall consult with Contributors and other appropriate City staff, and other outside consultants, if necessary, regarding disclosures in the investor presentation. The Working Group shall review, revise, and comment on initial and subsequent drafts of the investor presentation.

The Disclosure Coordinator must approve the final version of any investor presentation prior to presentation to investors. Before final approval, the Working Group Coordinator must determine (A) that the material facts described therein are consistent with those known to the Working Group, and that the final version of the investor presentation (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in the light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects, and (B), in the case of (1) an investor presentation to potential investors in an offering of municipal securities of the City, that the presentation is limited to information provided in the Offering Document and (2) an investor presentation to investors of outstanding municipal securities of the City, that the presentation is limited to information about the City that is readily available to the public on websites such as EMMA® or the City's website.

Approval of an investor presentation shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the Working Group with responsibility for the disclosure provided in the investor presentation. Upon receipt of sign-off from such Working Group Members, the Working Group Coordinator shall permit the investor presentation to be made to investors. The Working Group Coordinator shall retain the written sign-offs received from members of the Working Group in the records maintained pursuant to these Disclosure Procedures.

H. WEBSITE DISCLOSURE

Whenever the City makes statements or releases information relating to its finances to the public that are reasonably expected to reach investors and the financial markets, the City is obligated to ensure that such statements and information are complete, true, and accurate in all material respects. See Section D-2 – Public Document Releases and Other Communications.

Routine information and data, including financial, budgetary, and operating data generally made available to the public by a department or office of the City may be posted on the portion of the City's website allocated to that department or office. Posting information to the City's website alone may not be sufficient to comply with the City's Continuing Disclosure Agreements described herein and such information may also be required to be filed on EMMA®. The Working Group Coordinator shall consult with Disclosure Counsel to determine whether disclosure on EMMA® is required.

The City shall include a disclaimer on the City website effectively stating the following:

> "No information on the City's website is intended to be the basis of or should be relied upon in making an investment decision. The information on this website is not posted for the purpose of reaching the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community. Because each security issued by the City or its related entities may involve different sources of payment and security, you should refer for additional information to the official statement and continuing disclosure filings for the particular security, which can be found on the Municipal Security Rulemaking Board's Electronic Municipal Market Access website: https://emma.msrb.org/."

I. TRAINING

1. All members of the Working Group, along with City officials and employees with responsibility for providing, collecting or analyzing information that may be material to the preparation of a Disclosure Document shall attend disclosure training sessions as conducted from time to time. Training materials shall include an overview of these Disclosure Procedures, information on the City's disclosure obligations under applicable federal and state securities laws and such individuals' responsibilities and potential liability regarding preparing, reviewing, or approving the Disclosure Documents. Such training sessions may be conducted by automated online training, in person, or by video.

2. To ensure the relevance and quality of training sessions, training shall be provided through courses and seminars offered by independent professional organizations and associations, including, but not limited to:

    a. Government Finance Officers Association (GFOA)
    b. Underwriters
    c. Bond Counsel
    d. Disclosure Counsel
    e. Municipal Advisors
    f. Other professionals considered experts with respect to disclosure obligations and requirements

3. If there is a question whether a class of employees should receive such training, the determination shall be made by the Director of Finance, or designee, in consultation, if necessary, with the City Attorney's Office. The Finance Department may also require training for a particular employee not otherwise specified.

4. Separate training sessions may be conducted by Disclosure Counsel in conjunction with the City Attorney's Office and the Finance Department for City Council members; provided, however, such training should be undertaken no less than once every three years.

5. Training material shall include any new developments under federal securities laws, or otherwise, with the objective that the City maintains the best practices regarding its disclosure obligations.

J. DOCUMENT RETENTION

1. Bond Transcripts.

   a. Official bond transcripts prepared by Bond Counsel or other such entity, shall be kept by the City Clerk's Office for a period of three years from the date of final maturity of the debt, including any subsequent debt issued to refund the original issuance of debt.

   b. The Finance Department shall maintain an original bond transcript or a copy of the original bond transcript in hard copy or electronic format for the duration that bonds are outstanding, including any subsequent debt issued to refund the original issuance of debt.

   Bond Transcripts shall include, at a minimum:

   i. certification provided to the underwriter by a City official that the preliminary official statement is "deemed final" of the securities in accordance with paragraph (b)(1) of Rule 15c2-12;
   ii. bond purchase agreement or official notice of sale, as applicable;
   iii. preliminary and final official statements or private placement memoranda;
   iv. any written certification or opinions executed by a City official or another financing party relating to the debt issuance or disclosure matters, delivered at the time of delivery of the related securities; and
   v. to the extent applicable, all records and documents described in the City's Post Issuance Guidelines required to be maintained as described therein.

2. Documents Other than Bond Transcripts.

   a. Documents other than bond transcripts shall be kept by the Finance Department for a minimum of five years from the date of delivery of the debt.

   Documents other than bond transcripts may include, at a minimum:

   i. Disclosure Documents not included in bond transcripts;
   ii. Rating Agency presentations; and
   iii. Investor presentations.

   If a document is posted on EMMA®, a copy of the receipt of filing generated by EMMA® shall be kept for a minimum of three years from the date of final maturity of the debt, including any subsequent debt issued to refund the original issuance of debt.

3. Materials Not Retained.

   These Disclosure Controls and Procedures shall not require the City to retain after the date of delivery of the related debt the drafts of any of the materials referenced in subsections (1) and (2) above.

K. DISSEMINATION AGENT

The City, upon approval of the Disclosure Coordinator, may elect to appoint a Dissemination Agent in connection with one or more of its undertakings under a Continuing Disclosure Agreement. If appointed, any Dissemination Agent shall have the duties specified in the respective Continuing Disclosure Agreement as well as any other responsibilities agreed to in writing. If the City elects to use a Dissemination Agent, the City agrees that it will enter into a written agreement with the designated Dissemination Agent. The written agreement shall be reviewed by Bond Counsel or Disclosure Counsel and approved by the City Attorney's Office. Such agreement will describe the responsibilities of the parties, including detailed instructions regarding the process for dissemination. The Disclosure Coordinator shall ensure that any Dissemination Agent is provided with a copy of these Disclosure Procedures.

L. INTERNAL USE ONLY

The Disclosure Procedures are intended for the internal use of the City only and are not intended to establish any duties in favor of or rights of any person other than the City. Specific provisions of the Disclosure Procedures may be waived upon the written instructions of the Disclosure Coordinator or City Manager when in the best interest of the City.

These Disclosure Procedures are intended to supplement, not supplant, the City's Debt Management Policy.

M. UPDATES TO DISCLOSURE PROCEDURES

The Disclosure Procedures shall be reviewed annually by City staff, Disclosure Counsel, and other external professionals and consultants, as determined by the Disclosure Coordinator, or his/her designee. Recommended changes shall reflect current compliance requirements and best practices.

The Disclosure Coordinator shall approve and implement changes to these Disclosure Procedures.

APPENDIX A
LISTED EVENTS

SEC Rule 15c2-12 continuing disclosure requirements for issuers.

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on the debt service reserves reflecting financial difficulties;
4. Unscheduled draws on the credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to the rights of the security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affects security holders, if material; or
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

City of Santa Clara, California

Tax-Exempt Bond Proceeds Drawdown Procedures

Effective as of November 18, 2025

Purpose. The purpose of these Tax-Exempt Bond Proceeds Drawdown Procedures (the "Procedures") is to establish processes and requirements for the timely and systematic drawdown of eligible expenditures in accordance with respective bond documents and Internal Revenue Service (IRS) rules.

Scope. These Procedures apply to all City of Santa Clara (the "City") departments that utilize tax-exempt bond proceeds for the payment of capital improvement program (CIP) project expenditures and request fund drawdowns.

Authority. The City of Santa Clara Debt Management Policy approved by City Council authorizes the Finance Department to oversee the City's debt management activities, including investment of bond proceeds, monitoring compliance with bond covenants, monitoring use of debt proceeds, monitoring use of facilities financed with tax-exempt debt, continuing disclosure, arbitrage compliance for tax-exempt debt, relationships with credit rating agencies, payment of debt service, and meeting all required federal, state, and local reporting requirements.

Responsibilities & Procedures. To facilitate the timely and accurate drawdown of bond proceeds, responsibilities shall be as follows:

Finance Department:

- Prior to issuance of debt, work with bond counsel and department liaisons to determine the necessity for a Declaration of Official Intent to Reimburse ("Reimbursement Resolution")
    - If a Reimbursement Resolution is advised, work with department liaisons to determine the description of the project or projects to be financed and the amount to declare and work with bond counsel and the City Attorney's Office to prepare a resolution for City Council approval
- Create an accounting structure (funds, accounts, project, etc.) for all capital improvement projects to facilitate financial accounting and reporting
- Prior to the issuance of debt, the Finance Department's Treasury Division ("Treasury") shall:
    - Provide a detailed project description and projected bond proceeds expenditure schedule to bond counsel to be included in the tax certificate prepared by bond counsel (the "Tax Certificate")
- Following the issuance of debt, Treasury shall:
    - Review the Tax Certificate to determine the expectations and covenants related to the debt
    - Determine project proceeds and advise department liaisons
    - Review drawdown requirements and expectations with all department liaisons. Determine drawdown frequency, with routine and/or defined time periods (i.e. month-end or quarter-end)[1]
    - Provide debt sale information to the City's arbitrage services provider, including:

        - Bond sale pricing information
        - Debt service schedule
        - Yield limit determinations prepared by bond counsel or municipal advisor
        - IRS Form 8038-G
        - Tax Certificate

- If debt proceeds are held by a third-party trustee ("Trustee"):
    - Manage trust accounts and trustee relationships
    - Submit requisitions corresponding to each Drawdown Request to the Trustee in accordance with the bond issuance documents
    - Confirm receipt of funds from Trustee pursuant to each requisition
    - Return completed Drawdown Request Forms to requesting departments
- Treasury will provide department liaisons with necessary instructions (see attachment 1) to complete Drawdown Requests
- Treasury shall review each Drawdown Request for accuracy and authorization and forward to the Accounting Division ("Accounting")
- Accounting shall obtain from the Finance Department's records copies of all detail Accounts Payable payment information, including invoices and payment documentation, for each expenditure included on Drawdown Request Forms
    - At a minimum, invoices and payment documentation shall include:
        - Payee name and address
        - Date of payment
        - Brief description of goods and services
        - Amount paid
- Accounting shall retain all Drawdown Request Forms (see attachment 2), PeopleSoft accounting reports, and detailed payment documentation to a designated electronic folder and to the Laserfiche system, in accordance to Finance Department retention policy, which will be made available for requesting department's access
- Treasury shall monitor drawdown requests monthly or quarterly, as applicable, to ensure timely submittal by department liaisons
- Treasury shall track the cumulative drawdown of bond proceeds to ensure compliance with IRS spenddown rules and exceptions
- Treasury shall engage with the City's arbitrage services provider and provide drawdown and investment information to facilitate the timely calculation of arbitrage rebate and compliance with IRS rules
- In the event of an IRS audit, the Finance Department shall be the primary point of contact for the IRS
    - The Finance Department shall coordinate with bond counsel, the arbitrage services provider, the City Attorney's Office, and department liaisons responsible for projects funded with proceeds of the bonds being audited by the IRS, as necessary

Requesting Departments:

- Follow standard City Accounts Payable procedures to approve project invoices related to the debt funded projects they respectively manage, coded to assigned CIP project account strings, and submit for timely payment
- Charge construction only related staff time to CIP project, when applicable
- Designate a department liaison to coordinate with project managers to facilitate the drawdown process as described in these Procedures
- Prepare Drawdown Request Forms, including appropriate authorizations, in a timely manner as required by the Finance Department (i.e., monthly, quarterly, etc.) for project expenditures. Refer to Note 1 above
- Run PeopleSoft accounting reports to determine periodic drawdown amounts
    - Run PeopleSoft Financials query supporting expenditures charged to CIP project
    - Run PeopleSoft HR/Payroll query supporting staff time charged to CIP project with electronic timesheet; or
    - Scan paper timesheets supporting staff time charged to CIP project
- Submit Drawdown Request Forms, including PeopleSoft accounting reports and all timesheet records, to Treasury
- Department is the owner of all records (see following Retention Schedule)
- Retain records in accordance with the City's Debt Management Policy or to the final maturity of the bonds, including any refunding bonds, plus three years, whichever is longer
- Department liaisons work in tandem with the Finance Department in the event of an IRS audit, including providing all records
    - Department director and City Attorney's Office will be informed immediately of such audit

Retention Schedule Summary

Retention No.	Office of Record	Record Type	Records Description	Retention / Disposition		
	(OFR)			Active (in office)	Inactive (Records Center)	Total Retention
FIN-002	Accounting Services	AP Payments	Accounts Payable / Invoices and Backup and Purchase Card Statements - Originals (includes Invoices, Travel Expense Reimbursements, Warrant Request, etc.)	2 years	5 years	7 years
FIN-028	Payroll	Regulatory Timekeeping	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards - Hardcopies	2 years	8 years	10 years
FIN-029	Payroll	Source	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards - PeopleSoft (electronically)	Indefinite	-	Indefinite
Debt Policy	Each CIP Department	Project Fund Drawdown	Drawdown Request Forms / Invoices and Backup / Purchase Card Statements / and Originals / Time Sheets	Cancellation, Redemption or Maturity*	3 years	Final Maturity + 3 years

**includes refunding activities*

Attachments

1. Drawdown Request Training Manual draft
2. Drawdown Request Form draft

25-1065 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Execute an Agreement for Services with Cascade Energy, LLC for a Third-Party Efficiency and Electrification Solutions for Industrials Program, for a Total Amount Not-to-Exceed $750,000

BACKGROUND

In accordance with the Public Utilities Code (PUC) Section 385, covering the Public Benefits Charge (PBC), and the City's Public Benefits Program Policy Statement adopted by the City Council on May 12, 1998, staff developed energy efficiency programs to benefit Silicon Valley Power's (SVP) commercial and industrial customers. Over the past several years, there has been increased interest from the legislature, California Energy Commission, and environmental agencies to boost the level of energy efficiency programs in the municipal utilities, with legislation pushing to double the amount of energy efficiency achieved in California.

Every four years, electric utilities in California are required to conduct a Potential Study that determines all economically feasible energy efficiency opportunities within the utility's service territory. Based on Santa Clara's load profile, nearly all of the City's energy efficiency potential comes from business customers.

The PBC is a state-required surcharge imposed on all sales of electricity and electrical services. State law mandates that funds collected must be used for eligible energy efficiency, renewable energy, low-income, or electric technology research and development programs and projects. In alignment with these requirements, SVP continues to enhance its business energy efficiency programs to support statewide energy efficiency and greenhouse gas reduction goals.

To implement these initiatives, SVP contracts with third-party providers to deliver energy efficiency programs and consulting services that supplement existing energy efficiency rebate programs. The Efficiency and Electrification Solutions for Industrials (EESI) will deliver a three-year energy efficiency and building electrification program targeting industrial facilities located in the City of Santa Clara. The program includes on-site energy assessments and provides customers with technical reports on energy saving and building electrification options. It also identifies no cost and low-cost behavioral, operational, retro commissioning measures, including system tune-ups, and identifies what measures qualify for SVP rebates and implements the measures. The program's primary objectives are to improve energy efficiency, achieve energy cost reductions through no cost and low-cost improvements, and identify building electrification opportunities that reduce greenhouse gas emissions from industrial facilities.

DISCUSSION

Pursuant to City Code Section 2.105.140(c), a formal Request for Proposals (RFP) was conducted

with the award recommendation based on “best value.”

The City issued the RFP for Third-Party Energy Efficiency and Building Electrification Programs, using the City’s e-procurement system. The RFP has remained open since its original publication. Periodically, usually quarterly, the City reviews proposals that were received for that period. The RFP will remain open until all allocated funds are expended. Cascade Energy, LLC was the second firm to respond. AESC was the first company that responded and was awarded a three-year Strategic Energy Management (SEM) and electrification program targeting schools K-12 and higher education, community-based organizations, and public sector facilities. Since then, additional proposals have been received and are currently under evaluation. Any subsequent agreements will be presented to the City Council as separate actions. The RFP is open ended to allow vendors with different service and product offerings to submit them in a timely manner. This allows SVP to continue to offer new and innovative programs to customers.

A three-member panel was formed to evaluate the proposal. Each team member independently evaluated the proposal and determined the proposal was responsive and met the initial pass/fail review of the stated minimum qualifications. The proposal was then evaluated for:

- cost effectiveness of program delivery;
- ability to supplement existing programs with a new program offering; and
- addressing underserved customer segments

An interview was held for further clarification regarding the firm’s ability to deliver on the program objectives as stated above. Based on this evaluation, the panel has determined that Cascade Energy’s proposal aligns with the goals and requirements in the RFP and recommends award of contract to Cascade Energy for a Third-Party Commercial Strategic Energy Management Program.

The proposed agreement includes a detailed scope of services for a three-year energy efficiency and electrification program for industrial customers. Program activities will include conducting on-site energy assessments, performing system tune-ups and retro commissioning, and supporting implementation of capital improvement energy efficiency or building electrification upgrades through Silicon Valley Power’s rebate programs.

The term of the proposed agreement is three years with an option to extend for an additional year with no increase to the maximum compensation. The estimated total cost to implement the program is $750,000. Compensation is allocated across program development and program implementation activities as shown in the table below.

Budget Category	Budget Sub-Category	Not to Exceed Maximum Compensation	Compensation Methodology
Program Development	Program Startup	$ 10,000	Fixed Fee
	Customer Targeting & Outreach	$ 36,167	Time & Materials
	Scoping Audits	$ 156,500	Fixed Fee
	Program Administration	$ 39,000	Time & Materials
Program Implementation		$ 508,333	Performance
Total		$ 750,000	

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ENVIRONMENTAL REVIEW

The action being considered does 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

The maximum compensation under the proposed three-year agreement with Cascade Energy, LLC is $750,000. The City Manager would also be authorized to amend the Agreement for an additional year with no increase to the maximum compensation, subject to the appropriation of funds and to the review and approval as to form by the City Attorney. Sufficient funds are available in the Electric Grant Operating Trust Fund in the Public Benefits Program. Funding for future years will be incorporated through the regular budget process.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute an Agreement for Services with Cascade Energy, LLC, for a Third-Party Efficiency and Electrification Solutions for Industrials Program, for a three-year term ending September 30, 2028, for a total maximum compensation amount not-to-exceed $750,000 (Agreement), subject to the appropriation of funds and approval as to form by the City Attorney, to be funded by the Electric Operating Grant Trust Fund; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Agreement including negotiating and executing future amendment(s) to (1) add or delete services associated with the services, (2) adjust future rates based on market conditions, (3) exercise a one-year option to extend the term through September 30, 2029, and (4) make de minimis changes, subject to the maximum compensation stated above and review and approval as to form by the City Attorney.

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

ATTACHMENTS

1. Proposed Agreement for Services with Cascade Energy, LLC

EBIX Insurance No. S200005557

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND CASCADE ENERGY, LLC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Cascade Energy, LLC, an Oregon corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the 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 required Services of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto 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

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, 2025 and terminate on September 30, 2028 ("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, 2029 ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND 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

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. 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.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **Seven Hundred Fifty Thousand Dollars ($750,000)**, 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. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid, in accordance with Exhibit B, for all Services adequately rendered prior to such termination.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the

benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, 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 thirty (30) days after the notice of termination, Contractor will deliver to City all physical or hard copies of City information or material that Contractor has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder

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

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as

"Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information,

whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to

obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

D. Contractor will maintain all ownership right, title and interest to Contractor's proprietary programs, software, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark, and other intellectual property rights related thereto or any derivatives thereof, that are owned or developed by Contractor outside of this Agreement or prior to the effective date of this Agreement and embedded in the Services or work ("Contractor's Pre-Existing Materials"). Contractor grants City a perpetual, non-exclusive, non-transferable license to use and disclose the "Contractor's Pre-Existing Materials" or all uses reasonably contemplated in the Agreement in connection with the Services within the territory where the Services are delivered and for disclosure to the California Energy Commission (CEC) for governmental and regulatory purposes related thereto. The Parties acknowledge that Contractor's technical expertise includes multiple models, calculators, computer programs, techniques, methods and materials, trade secrets, and other manner of intellectual property that will be used to complete the work contemplated under this Agreement. The Parties agree that Contractor shall retain ownership of this intellectual property at all times, and that inclusion of said intellectual

property within the work in no way acts as an assignment, conveyance, or other transfer of ownership or control of said intellectual property to City, customers, or any other person, organization, or entity. All licensing in connection with Contractor's proprietary Software as a Service product, Gazebo, will be handled consistent with the user licensing agreement. In the event of a conflict between the user licensing agreement and this Agreement, the terms and provisions of this Agreement shall control.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. 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 ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. 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.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement

that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. 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 the Services.

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 the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. The total aggregate liability of Contractor to City, for all claims (direct and third-party), damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement shall be limited to One Million Dollars ($1,000,000). Notwithstanding the foregoing, this limitation of liability shall not apply to employee claims, personal injury to a third party, damage to property of a third party, or data breaches. 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:

Cascade Energy, LLC
Attention: Siva Sethuraman
630 SW 5th Ave., Suite 501
Portland, OR 97204
and by e-mail at siva.sethuraman@cascadeenergy.com

And to: Cascade Energy Legal Department
by email at legal@cascadeenergy.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.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CASCADE ENERGY, LLC
An Oregon corporation

Dated: Sep. 3, 2025
By (Signature): _____
Name: Sam Skidmore
Title: Director, Programs West
Principal Place of Business Address: 630 SW Fifth Avenue, Ste 501, Portland, OR 97204
Email Address: sam.skidmore@cascadeenergy.com
Telephone: 425-654-0367

EXHIBIT A

SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to implement a new demand-side management (DSM) program called Efficiency and Electrification Solutions for Industrials (EESI) to Silicon Valley Power (SVP) customers with annual energy usage greater than 1 million kWh ("Services").

1.2 Contractor will primarily perform Services in City of Santa Clara limits.

1.3 Goals of EESI Program

1.3.1 Claim cost-effective energy savings from low- and no-cost behavioral, retro-commissioning, and operational (BRO) measures, capital upgrades, and electrification projects.

1.3.2 Create a robust pipeline of near- and long-term energy savings from improved engagement with and increased DSM program participation by its industrial customers.

1.3.3 Increase customer satisfaction by providing energy efficiency services aligned with large industrial customer needs and decarbonization goals.

1.3.4 Support California's energy and greenhouse gas reduction priorities.

1.4 Definitions

1.4.1 Action Item: a no-/low-cost BRO measure that when implemented will reduce energy use.

1.4.2 BRO: behavioral, retro-commissioning, and operational.

1.4.3 Facility: a building or collection of buildings grouped together for purposes of participating in EESI.

1.4.4 Implementation Period: an approximately four-month period following the tune-up during which the Facility can implement all BRO projects identified and documented during the tune-up to receive the maximum incentive.

1.4.5 Performance Period: an approximately six-month period following the implementation period during which Contractor collects data to measure energy savings and monitors energy use to ensure energy savings persist.

1.4.6 Projects in Motion: projects identified or initiated prior to Facility's EESI program enrollment that cannot be claimed through EESI.

1.4.7 Tune-up: an on-site retro-commissioning event during which Contractor and Facility staff identify (and for some BRO Action Items, implement) measures that reduce energy waste at the Facility.

1.5 Contractor will not be directly involved in the installation, modification, repair, or maintenance of a participant's equipment. These services will be provided by staff of the participating facility or outside vendors they hire, with guidance and recommendations offered by Contractor. Contractor may install and remove sub-metering equipment to conduct appropriate M&V activities

SECTION 2. SERVICES TO BE PERFORMED

2.1 Contractor Team:

2.1.1 Program Director: Executive Oversight

2.1.2 Program Lead, Technical Lead: Program Delivery and Oversight

2.1.3 Technical Leads: Program Delivery

2.1.4 Technician: Tune Up Support

2.1.5 Outreach Lead: Outreach and Recruitment Support

2.1.6 Marketing Lead: Marketing Support

2.1.7 Program Specialist: Operations Support

2.2 Contractor will collaborate with City to recruit eligible customers into the EESI program. Contractor will provide initial scoping-level reviews of each targeted customer site to screen for both low-cost and capital-intensive energy efficiency opportunities. For eligible customers with energy savings potential who choose to enroll in the program, Contractor will:

2.2.1 Facilitate a comprehensive system review at each participant site to identify and document energy-saving and electrification project opportunities.

2.2.2 Provide the participant with a prioritized action plan.

2.2.3 Follow up regularly with technical guidance to influence action item implementation.

2.2.4 Measure energy savings following an implementation period.

2.2.5 Calculate a participant incentive for verified savings.

2.3 Program Management and Administration

2.3.1 Program Coordination Meetings: Prior to launching EESI, Contractor will meet with City and required stakeholders to discuss and finalize EESI deliverables, due dates, technical review process, and scope. Contractor will schedule a meeting with City's Key Customer Representatives and technical engineering subcontractor to present EESI, confirm customer recruitment strategies and communication protocols, and answer any questions. Contractor will:

2.3.1.1 Schedule a meeting with City's Program Manager and other City stakeholders to ensure all parties fully understand the scope and schedule.

2.3.1.2 Schedule a meeting with City's Key Customer Representatives and technical engineering subcontractor to present the new program and confirm customer recruitment approach.

2.3.1.3 Take notes from meetings, including documentation of roles/responsibilities, detailed work plan and schedule, customer recruitment strategies, and Key Performance Indicators (KPIs).

2.3.2 Program Management: Contractor will provide the following program operations and management activities:

2.3.2.1 Operational Coordination: Contractor's Program Lead will conduct a regular call with City's Program Manager. During the calls, Contractor will provide an overall update on EESI status, qualitative insights on participating Facilities, and insight into any challenges and recommendations on how to address them.

2.3.2.2 Program Operations Manual: Contractor will develop a manual defining EESI program operations, processes, requirements, and policies in alignment with any required City program start-up documentation requirements.

2.3.2.3 Program Data/Documentation Management: Contractor will develop a program management and project tracking database to facilitate reporting on progress relative to KPIs and to address City and third-party evaluator information requests. Contractor will follow all City protocols for data transmission and documentation strategy and management. Contractor shall not retain aggregated, de-identified data as to City nor for any of City's utility customers participating in this program.

2.3.2.4 Program Templates: Contractor will develop templates for enrollment agreements, scoping reports, tune-up reports, and completion/Measurement and Verification (M&V) reports that meet City legal, technical, and branding requirements.

2.3.2.5 Program Progress Reporting: Contractor will provide a quarterly report to City's Program Manager that summarizes progress relative to KPIs along with projections of expected savings, incentive costs, and project closeout dates. Contractor will respond to ad-hoc reporting and data requests from City.

2.3.2.6 Incentive Tracking and Administration: Contractor will track Facility eligibility for rebates and performance incentives and coordinate with City on approval. Prior to initiation of any Services, Contractor shall obtain written confirmation from City regarding which building(s) constitute a Facility for purposes of compensation to Contractor and rebate eligibility for customers.

2.3.2.7 Program Invoicing: Contractor will track invoicing milestones and submit monthly invoices following City's invoice formatting and documentation requirements further outlined in Exhibit B.

2.4 Recruitment

2.4.1 Targeting and Outreach

2.4.1.1 Contractor will document eligibility criteria and ideal traits for EESI participation. At a high level, ideal prospects will be industrial facilities with annual energy usage of 1 million kWh or greater, have a majority of electric load associated with processing or manufacturing, and be motivated to save energy.

2.4.1.2 Contractor will develop marketing collateral and content for City's website describing EESI and its benefits to help promote program participation. Materials will comply with City's brand guidelines.

2.4.1.3 Contractor will coordinate with City's Key Customer Representatives and its technical engineering subcontractor to conduct personalized, targeted outreach to ideal prospects. City will help facilitate recruitment meetings between Contractor and interested prospects.

2.4.2 Scoping Assessments

2.4.2.1 Contractor will offer eligible, interested prospects a half-day, on-site energy scoping at no cost to the customer. During the scoping, a Contractor Technical Lead will assess the customer's facility and systems to determine: 1) an estimate of baseline energy use, 2) potential low-/no-cost behavioral, retro-commissioning, and operational (BRO) opportunities, 3) potential capital and electrification projects for future implementation, 4) an early estimate of savings potential, and 5) overall data acquisition requirements/capabilities.

2.4.2.2 Contractor will document and deliver a scoping report to City for technical review. Following City approval, Contractor will share the scoping report with the customer.

2.4.2.3 The energy scoping is a recruitment and screening tool which may not be needed for all prospects.

2.4.3 Enrollment

2.4.3.1 Committed prospects will enroll in EESI by signing an enrollment agreement. Contractor will develop the enrollment agreement and facilitate signatures.

2.5 Program Implementation

2.5.1 Kick-off Meetings

2.5.1.1 A Contractor Technical Lead will schedule and attend a kick-off meeting with each Facility to introduce the EESI program and plan for the tune-up, including gathering additional Facility data, communications with key contractors, and determining Facility staff participation and logistics. Contractor will invite the assigned City Key Customer Representative to optionally attend the kick-off meeting.

2.5.2 Tune-ups

2.5.2.1 A Contractor Technical Lead and/or Technician will conduct a one- to three-day on-site tune-up focused on identifying (and in some cases implementing) no-/low-cost BRO action items that reduce energy waste at the Facility. The Contractor team will also identify longer-term capital-intensive energy efficiency and electrification projects during the tune-up.

2.5.2.2 After the tune-up, Contractor's Technical Lead will write a tune-up report and provide it to City and the Facility. The tune-up report summarizes what was found and fixed during the tune-up and presents a high-level, prioritized overview of

remaining BRO action items along with longer-term capital and electrification project opportunities.

2.5.2.3 Contractor will also record all viable action items and capital and electrification projects in Gazebo®, Contractor's energy performance software platform.

2.5.3 Implementation support

2.5.3.1 Following the tune-up, the Facility has up to 120 days to implement all documented BRO action items to receive the maximum incentive. Contractor's Technical Lead will schedule regular (approximately monthly) check-in calls with each Facility during this implementation period focused on progress, challenges, plans, and continued prioritization of action items. Contractor's Technical Lead will use Gazebo during these calls to facilitate discussions with the Facility on action item progress. Coaching will include working with the Facility to document, review, and audit subsystem setpoints so that energy savings are sustained over time.

2.5.3.2 Larger capital and electrification projects take much longer to complete than BRO action items. Contractor's implementation support for projects beyond BRO action items will be agreed to in advance with the Facility and City. For approved capital and electrification projects, Contractor's Technical Lead will provide ongoing technical and project management support. Support will be scaled to the expected level of energy savings and may include:

2.5.3.2.1 Conducting project studies and energy analysis.

2.5.3.2.2 Identifying vendors and securing, reviewing, and comparing bids.

2.5.3.2.3 Calculating cost-effectiveness metrics such as return on investment.

2.5.3.2.4 Helping present the project to Facility management for approval.

2.5.3.2.5 Providing project implementation guidance.

2.5.3.2.6 Energy commissioning of installed projects.

2.5.3.3 Contractor's Technical Lead will work with the Facility to complete the paperwork and secure the documentation needed to submit capital and electrification projects to City's

existing commercial rebate programs for approval and incentive. Contractor will act as the Facility's representative during City's engineering review. Customer incentives are projected in Table A1.

Table A1 – Customer Incentive Projection

Customer Segment	Measure	kWh	Therms	Incentive rate ($/kWh or $/th)	Total Incentive Budget
Medium and Large Industrial	**HVAC**	325,000	NA	Aligned with and paid for out of existing rebate programs[2]	$48,750
	Industrial – Process	325,000	NA		$48,750
	Commercial Water Heating (Electrification)	NA	7,500		$60,000
	Commercial HVAC (Electrification)	NA	7,500		$60,000
	Retro-commissioning	1,473,333	NA	$0.05	$73,667
	Behavioral/Education[1]	43,333	NA	$0.00	$0
	Total	**2,166,667**	**15,000**	**NA**	**$291,167**

[1]EESI will document energy savings from behavioral/education measures but customers will not be eligible for monetary incentives for those energy savings. Free technical assistance is considered the "incentive" for this measure category. For this measure, Contractor will only be eligible for compensation for energy savings that directly result from Contractor's influence on customers.

[2]Energy savings and Total Incentive Budget figures for these measures (HVAC, Industrial – Process, Commercial Water Heating, Commercial HVAC) are estimates; customers are still eligible for incentives for energy savings in excess of the figures in Table A1.

2.6 Measurement and Verification (M&V)

2.6.1 M&V Planning

2.6.1.1 Prior to the tune-up, Contractor's Technical Lead will coordinate with City's technical engineering contractor to confirm whether the Facility is suitable for energy modeling.

2.6.1.1.1 If yes, Contractor will gather the energy and Facility data needed to create baseline energy models and establish a plan for measuring energy savings. Contractor will develop each energy model in accordance with International Performance Measurement and Verification Protocol (IPMVP) and American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) recommendations on

determining model fitness. An internal Contractor technical reviewer will review the energy model to ensure quality.

2.6.1.1.2 If not, Contractor will develop a custom data collection and M&V plan for each major subsystem that is expected to be affected by the tune-up.

2.6.2 M&V

2.6.2.1 For BRO action items:

2.6.2.1.1 Following the implementation period, Contractor will collect data and monitor Facility energy use for up to six months to ensure that energy savings persist ("Performance Period").

2.6.2.1.2 At the end of the performance period or upon completion of all identified action items by the Facility (whichever occurs first), Contractor will input daily production and weather data into the baseline energy model for an appropriate performance period length (typically six months). In some cases, Facilities may have their own metered data. Where daily energy data is not available from a Facility, a monthly model may be used if it meets statistical criteria.

2.6.2.1.3 Contractor will then compare the predicted baseline energy use to the actual measured energy use for the same time period and apply the percent reduction in energy use for this time period to the Facility's baseline annual energy use to calculate annual energy savings.

2.6.2.1.4 If the Facility is not using an energy model and instead has a custom M&V plan, Contractor will follow the M&V plan to calculate energy savings. The level of rigor for these calculations will follow guidelines established in the latest version of the California SEM M&V Guide.

2.6.2.1.5 After savings are calculated, Contractor will develop a completion report and provide it to City and the Facility. The completion report documents action items completed and energy savings eligible for incentives within the EESI

program boundary. Contractor will also document the energy-saving impact of any Projects in Motion in this step and subtract it from the total achieved savings for EESI.

2.6.2.1.6 The completion report will also include a checklist for energy standard operating conditions (ESOCS) that describes how optimized Facility subsystems should be operating. These ESOCS are left with the Facility for use in self-auditing to increase persistence of energy savings.

2.6.2.2 For Capital and Electrification Projects

2.6.2.2.1 For larger capital and electrification projects, Contractor will help the Facility comply with the requirements of the commercial rebate program under which the project is approved by SVP.

2.6.2.2.2 For each Facility, Contractor will develop one completion report per capital or electrification project identified and approved and will provide it to SVP. The completion report from Contractor will document energy efficiency projects completed and energy savings eligible for incentives within the EESI program boundary. Contractor will verify energy savings and project costs based on aggregate results of implemented action items for each customer.

2.7 Evaluation Support

2.7.1 Contractor will support City with requests related to third-party Evaluation, Measurement & Verification (EM&V). Contractor will:

2.7.1.1 Respond to City and evaluator data requests.

2.7.1.2 Support City with any required evaluation reporting.

2.7.1.3 At City's direction, prepare for and attend any meetings, site visits, or interviews related to evaluation support.

2.7.1.4 Add customer service support for Facilities impacted by the evaluation process.

2.7.2 Energy Performance Platform

2.7.2.1 Contractor will use Gazebo to track progress on all identified action items. At the first check-in call with the Facility, Contractor will train the Facility how to use Gazebo to maintain its project opportunity register and share energy project progress within its organization.

2.7.2.2 Deliverables include:

2.7.2.2.1 Accounts and access to Gazebo for each Facility and City's Program Manager for the contract term.

2.7.2.2.2 Maintenance of each Facility's project opportunity register in Gazebo.

2.7.2.2.3 Library of EESI resources and notes in Gazebo.

SECTION 3. CITY'S RESPONSIBILITIES

3.1 City will perform the following:

3.1.1 Check-in calls with Contractor's Program Lead on a monthly or as-needed basis.

3.1.2 Review and approval of or feedback on start-up and reporting deliverables within thirty (30) days of receipt.

3.1.3 Coordination with City's technical engineering subcontractor.

3.1.4 Monthly energy use and bill data (24 months) for all customers eligible for EESI participation at or prior to program launch.

3.1.5 Updated monthly energy use and bill data for enrolled Facilities prior to conducting M&V.

3.1.6 Promotion of EESI to eligible customers.

3.1.7 Coordination of recruitment meetings between Contractor and interested customers to discuss EESI and qualify them for participation.

3.1.8 Processing and payment of customer incentives.

3.1.9 For customers that City and/or its technical engineering subcontractor are already engaged with, a list of Projects in Motion.

SECTION 4. EESI PROJECT PARTICIPATION TIMELINE

4.1 Facilities will typically participate in EESI for approximately 12 months, as outlined in the following table. In some cases, Facilities may continue to participate for up

to three years if additional energy efficiency and/or electrification opportunities are available at their facilities. Contractor will support Facilities with large capital or electrification projects identified through EESI until the projects are completed, and the performance period has concluded.

Timing	Task Overview
Two months prior to enrollment	Contractor collaborates with City on customer targeting, outreach, and recruitment
One month prior to enrollment	Contractor conducts scoping assessment at targeted customer site
Start of participation	Customer signs enrollment agreement
Month 1 of participation	Contractor schedules a kick-off meeting, submits Measurement and Verification (M&V) Plan, and completes on-site tune-up at the Facility
Months 2 – 5 of participation **(Implementation Period)**	Facility implements projects identified at the tune-up and Contractor provides ongoing support
Months 6 – 11 of participation **(Performance Period)**	Contractor monitors energy savings
Month 12 of participation	Contractor calculates energy savings and customer incentive and issues a Completion Report

SECTION 5. KEY PERFORMANCE INDICATORS (KPIS)

5.1 City will use the following metrics to monitor and evaluate Contractor's performance.

Program Goals	**Key Performance Indicators**
Successful Recruitment	• Recruit 15 or more participants into the program • At least 12 participants complete the full program
Increase Customer Enthusiasm for Energy Efficiency	• 15 or more BRO action items identified at each tune-up • EESI post-participation surveys convey customer satisfaction

	• No customer complaints to City key customer representatives and energy engineers
Deliver Cost-Effective Savings	• EESI savings meet or exceed 2.5 million kWh in first-year savings by the end of the three-year program • Program is delivered under not to exceed budget of $750,000 (excluding incentives)
Implement Comprehensive Projects	• At least four capital or electrification projects are identified and implemented through EESI

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. CATEGORIES OF COMPENSATION

1.1 The maximum compensation, which includes the delineated categories in Table B1 and all reimbursable expenses, payable to Contractor during the Term shall not exceed seven hundred and fifty thousand dollars ($750,000). Contractor shall not incur or invoice amounts exceeding the Not-to-Exceed Budget for each category in Table B1 below:

1.2 Table B1

Budget Category	Budget Sub-Category	Not to Exceed Maximum Compensation	Compensation Methodology
Program Development	Program Startup (1)	$10,000	Fixed Fee
	Customer Targeting & Outreach (2)	$36,167	T&M
	Scoping Audits (3)	$156,500	Fixed Fee
	Program Administration (4)	$39,000	T&M
Program Implementation	Performance Compensation: (5)	$508,333	Performance
	Total	**$750,000**	

1.2.1. **Program Startup**: activities required to launch the new EESI program, including a kick-off meeting with City, development of program tracking systems and reporting templates, a presentation to City's Key Customer Representatives and technical engineering subcontractor, and creation of a program operations manual and marketing content.

1.2.2. **Customer Targeting and Outreach:** research to identify ideal candidates for EESI and outreach to the targeted group of customers to recruit them for EESI participation.

1.2.3. **Scoping Audits**: on-site scoping visits to qualify potential participants for EESI and determine high-level energy savings opportunities.

1.2.4. **Program Administration:** operations (invoicing, reporting, meetings) and customer service.

1.2.5. **Performance Compensation:** The Performance Compensation covers the following Services: program delivery including Facility tune-ups, energy project identification, technical guidance, regular check-in calls, energy model development and maintenance, engineering calculations,

support for capital and electrification project implementation, M&V of energy savings, evaluation support, and Gazebo licenses and support for Facilities. Performance Compensation shall be paid in accordance with Section 4 of this Exhibit B.

1.2 Rates.

1.2.6. All rates are fully burdened and will remain fixed.

1.2.7. All rate changes 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.

SECTION 2. FIXED FEE COMPENSATION

2.1 For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice (based on Table B2 or B3) to the City on a monthly basis for Services completed in the preceding month.

2.2 Invoices must include the following information:

2.2.1 Invoice Number and Invoice Period.

2.2.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

2.2.3 Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

2.3 Fixed Fee Program Startup Compensation – The following are one-time payments for completion of each milestone for all applicable Facilities.

2.3.1 Table B2

Milestone	**Fixed-Fee Payment**
Program coordination meetings completed	$2,500
City approves EESI program operations manual	$2,500
City approves EESI templates for enrollment agreements and scoping reports	$2,500
City approves EESI marketing collateral and EESI content for SVP's website	$2,500
Total Not to Exceed	**$10,000**

2.4 Fixed Fee Scoping Report Compensation

2.4.1 Table B3 - following are one-time payments for completion of each report per Facility.

Tier	Expected Count	Fixed-Fee Payment (each)
Tier 1: Customers with annual usage > 25 GWh	2	$15,500
Tier 2: Customers with annual usage between 10 and 25 GWh	5	$12,300
Tier 3: Customers with annual usage < 10 GWh	8	$8,000
Total Not to Exceed	**15**	**$156,500**

SECTION 3. TIME & MATERIALS (T&M) COMPENSATION

3.1 For Services authorized to be paid on a T&M basis, Contractor shall provide an invoice (based on Table B5) to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice 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 rates listed in Table B5 are charged.

3.2 Rates for Services.

3.2.1 Table B5

	2025	2026	2027	2028	2029
Role	**Rate**	**Rate**	**Rate**	**Rate**	**Rate**
Program Director	$302	$307	$307	$319	$332
Program Lead, Technical Lead	$258	$262	$262	$272	$283
Technical Lead	$251	$255	$255	$265	$276
Outreach/Marketing Lead	$202	$205	$205	$213	$222
Program Engineer	$199	$202	$202	$210	$218
Technician	$196	$199	$199	$207	$215
Program Specialist	$185	$188	$188	$196	$203
Administrative Assistant	$143	$145	$145	$151	$157

3.2.2 In cases where services are required but not listed above in Table B5, Contractor shall submit rates for approval by the City pursuant to Section 1.2.7 before performing the services.

3.3 Reimbursable Expenses. 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, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

3.3.1 Table B4

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 parts, materials, equipment, and services (including equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor for 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 shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PERFORMANCE COMPENSATION

4.1 Under this Agreement, Contractor is eligible for compensation for Program Implementation based on performance in achieving electrical energy saving through Capital and Electrification Projects and/or BRO Measures. Delivered energy savings upon which performance payments are made include:

4.1.1 Measured and reported BRO savings from completion reports.

4.1.2 Measured and reported capital project savings from M&V Reports.

4.1.3 Measured and reported capital project savings claimed using SVP methodologies for existing commercial rebate programs.

4.1.4 Equivalent kWh from electrification project claims made via any of the above. Equivalent kWh savings from an electrification project are calculated as:

4.1.4.1 Therms saved x 29.3 – net increase in kWh = net equivalent kWh savings

4.2 Capital and Electrification Projects.

4.2.1 Payment shall be divided into two portions. Total compensation for electrical energy savings achieved through Capital and Electrification Projects shall be paid at the rate of $0.20/kwh ("Projects Performance Compensation") for verified electrical energy savings.

4.2.2 The first payment ("Expected Savings Payment") shall be invoiced and subsequently paid upon City approval of a rebate agreement. Expected Savings Payment shall be at a rate of $0.10/kWh based on expected electrical energy savings based on the rebate application.

4.2.3 The second payment ("True-Up Payment") shall be invoiced and paid upon verification of final energy savings. The True-Up Payment shall be the difference between the Projects Performance Compensation and the Expected Savings Payment.

4.2.4 In the event the Projects Performance Compensation is less than the Expected Savings Payment, resulting in a negative True-Up Payment, the difference shall be credited to future invoices. If no future invoices are anticipated, the difference shall be paid to the City.

4.3 BRO Measures.

4.3.1 Payment shall be divided into two portions. Total compensation for electrical energy savings achieved through BRO measures shall be paid at the rate of $0.20/kwh ("BRO Performance Compensation") for verified electrical energy savings.

4.3.2 The first payment ("BRO Estimated Savings Payment") shall be invoiced and subsequently paid upon Contractor's submission of the tune-up report to the City. The BRO Estimated Savings Payment shall compensate Contractor at a rate of $0.10/kWh based on the estimated savings documented in the tune-up report.

4.3.3 The second payment ("BRO True-Up Payment") shall be invoiced and paid upon verification of final energy savings.

4.3.4 In the event the BRO Performance Compensation is less than the BRO Estimated Savings Payment, resulting in a negative BRO True-Up Payment, the difference shall be credited to future invoices. If no future invoices are anticipated, Contractor shall pay the difference to the City.

4.3.5 Verification. All energy savings claims made by Contractor and Facilities are subject to verification by the City and the City's technical engineering consultant. Any Pay-for-Performance (aka Project Implementation) compensation are conditioned upon the City's independent verification of claimed energy savings.

4.3.6 The City will notify Contractor in the event that it is not able to verify energy savings claimed by the Contractor and the potential impact on Pay-for-Performance. Contractor shall have the opportunity, within 30 days of notification of the discrepancy, to provide updates, clarifications, and/or corrections regarding the energy savings and Pay-for-Performance compensation. After 30 days have passed the City will determine, in its sole discretion, the amount of energy savings that is eligible for Pay-for-Performance compensation.

SECTION 5. GENERAL PAYMENT PROVISIONS

5.1 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. City will reach its conclusion that the work is satisfactory within a reasonable period of time.

5.2 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

5.3 Payment. If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment within 30 days.

5.4 Confidential. Invoices are not confidential even if marked as confidential when submitted.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

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

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

F. EVIDENCE OF COVERAGE

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

G. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

H. QUALIFYING INSURERS

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

25-1514 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) for 1458 Lexington Street

COUNCIL PILLAR

Promote and Enhance Economic Housing and Transportation Development

BACKGROUND

On behalf of property owners Cameron Carty and Rachel Law, Robert Mayer (“applicant”) filed a request for a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) for the property located at 1458 Lexington Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The subject site is currently listed on the City’s Historic Resource Inventory (HRI).

The subject property is approximately 7,500 square-foot lot located on the south side of Lexington Street. Constructed in 1899, the existing residence on the property is designed in the National architectural style. The house is set back from the street, featuring a lawn, ornamental shrubs, and a concrete walkway leading to the entrance porch. Its National style reflects Santa Clara’s early architectural era.

The property owners submitted the requisite application, including an updated historic survey (Department of Parks and Recreation DPR 523A Form) of the property (Attachment 1), a Statement of Justification for the request (Attachment 3), and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property (Attachment 1).

The Historical and Landmarks Commission (HLC) provides Mills Act Contract recommendations to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

On October 2, 2025, the HLC held a regularly scheduled meeting and recommended approval (6-0 vote, with Commissioner Leung absent) of the contract to the City Council. The staff report for that meeting is provided in Attachment 2.

DISCUSSION

In August 2025, William Kostura of Kostura Architectural History prepared a DPR 523A Form assessing the property's historical significance under National, State, and local criteria. The DPR 523A Form was updated in October 2025 to reflect the proposed changes by Lori Garcia, City Historian, shifting the architectural style designation from Pioneer to National. The evaluator found that the structure at 1458 Lexington Street is well maintained and that the design elements that comprise the architectural integrity of the structure have not been diminished. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource on the City's HRI.

The property owners submitted a Statement of Justification and a 10-Year Restoration and Maintenance Plan. The plan includes plumbing and electrical upgrades, improved drainage near the foundation, seismic reinforcement, exterior painting, replacement of aluminum windows with wood-framed versions, restoration or repair of historic wood window sashes, and interior door and trim upgrades. The owners acknowledge that some work may overlap to support the overall improvement plan. All work will be evaluated through Significant Property Alteration permits, as required by the Historic Preservation Ordinance.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

A Mills Act Contract is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards. Entering into the contract will result in the restoration and rehabilitation of the 1899 structure consistent with the Secretary of the Interior Standards.

FISCAL IMPACT

The amount of the property tax reduction depends on the property, location, size, and comparable properties in the area. Currently, the assessed value of the property is approximately $1,500,000 (06/30/2025 information), and the annual property tax is approximately $17,885 (2025/26 value) (Source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act Contract tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value, resulting in lower property taxes. The anticipated tax reduction would be 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact to the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of $358 to $1,252. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon transfer of ownership.

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
Based on the Historical & Landmarks Commission recommendation to City Council and adherence to the Secretary of the Interior's Standards for Rehabilitation, staff recommends City Council approval of the request as follows:

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331 (Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1458 Lexington Street.

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

ATTACHMENTS
1. Mills Act Contract, Property Description, 10-Year Restoration Plan
2. HLC Staff Report October 2, 2025
3. Statement of Justification

Mills Act Contract

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, ____, ("Effective Date"), by and between Rachel Law and Cameron Carty, owners of certain real property located at 1458 Lexington Street, Santa Clara, CA 95050 (“OWNERS”) and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-045, and generally located at the street address 1458 Lexington Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on August 11, 2025. The Proposal included a Primary Record from the State of California’s Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as “Exhibit B”.

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1458 Lexington Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Rachel Law
1458 Lexington St,
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,746 (eight thousand, seven hundred, and forty-six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

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"

Rachel Law and Cameron Carty
Owners of 1458 Lexington Street

By: _____
Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

By: _____
Cameron Carty
1458 Lexington Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Restoration Schedule

Exhibit A – Property Description

Visit Us on our Website: www.ctic.com

ISSUING OFFICE: 675 North First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company
16795 Lark Ave., Suite 100 • Los Gatos, CA 95032
(408)354-7670 • FAX (408)354-4319

Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: Kevin Foley
Email: Kevin.Foley@titlegroup.fntg.com
Title No.: FWPS-3021241131-KF

Escrow Officer: Michelle Santiago
Email: michelle.santiago@ctt.com
Escrow No.: FWPS-3021241131 -MS

TO: ARON Homes, LLC, a California limited liability company
1458 Lexington Street
Santa Clara, CA 95050
Attn:

PROPERTY ADDRESS(ES): 1458 Lexington Street, Santa Clara, CA

EFFECTIVE DATE: December 2, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021 Extended

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Aron Homes LLC, a California Limited Liability Company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-26-045

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:

LOT 3 AS SHOWN ON THE MAP ENTITLED, "SPEAR ESTATE SUBDIVISION OF BLOCK 3 SOUTH RANGE FIVE WEST IN THE TOWN OF SANTA CLARA, STATE OF CALIFORNIA", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 26, 1898 IN BOOK F1 OF MAPS, AT PAGE 19.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

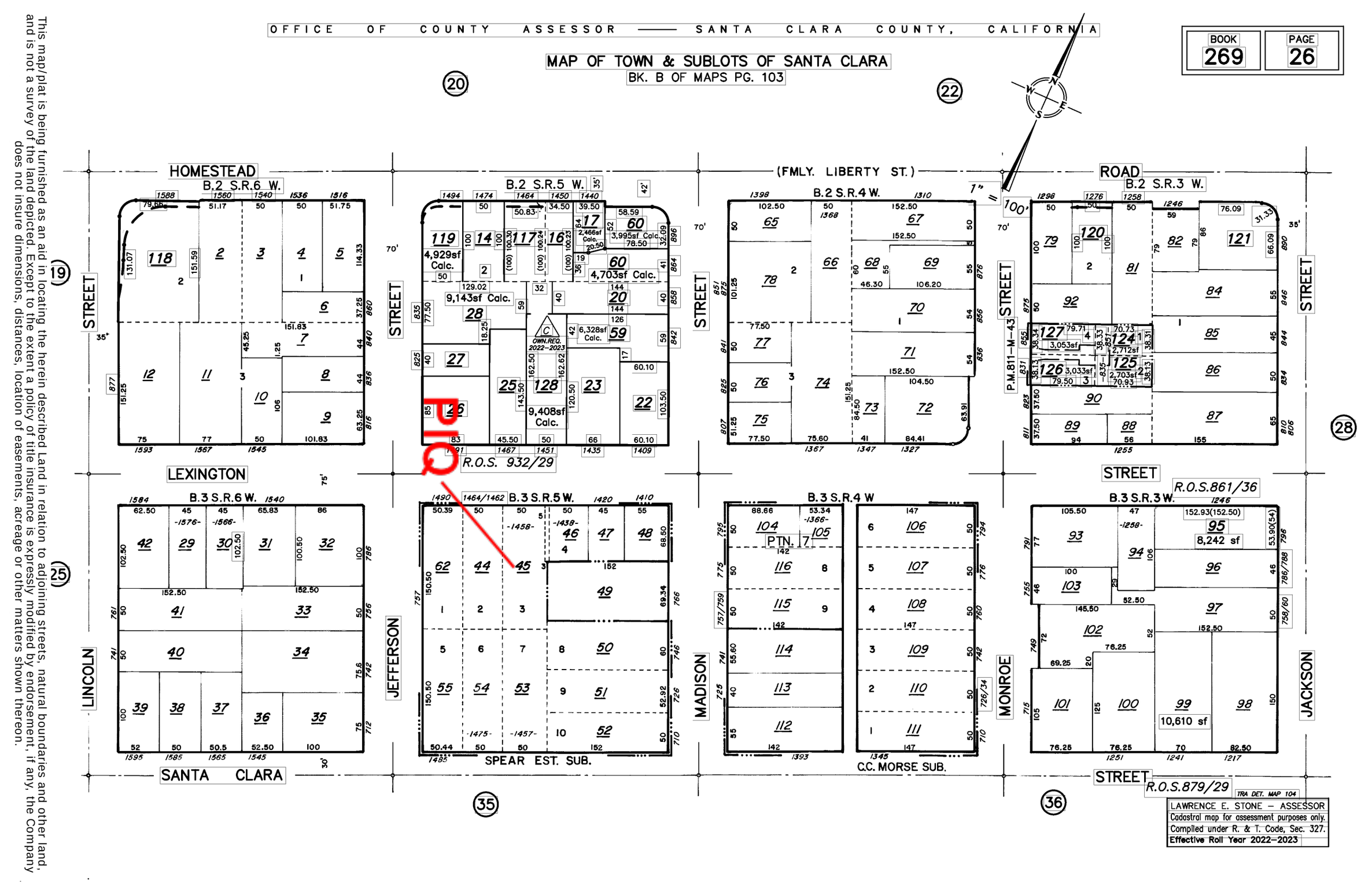
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK 269 PAGE 26

MAP OF TOWN & SUBLOTS OF SANTA CLARA

BK. B OF MAPS PG. 103



TRA DET. MAP 104

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2022–2023

Exhibit B – Restoration Schedule

10-Year Restoration Maintenance Plan

August 6, 2025

Cameron Carty and Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

Dear Planning Staff and Historic and Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 1458 Lexington Street. All items listed shall meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Year 1 (2026)

Plumbing Upgrades: Currently no toilets are located in the same room as a sink. The downstairs bathroom will be reconfigured to add a sink. The upstairs bathroom will be reworked to eliminate the step up into the separate vanity/shower room and a toilet will be added.

Year 2 (2027)

Drainage Improvements: Areas adjacent to the home's foundation will be regraded to allow for appropriate drainage. Additional drainage features may be added to further improve drainage, if necessary.

Year 3 (2028)

Seismic Anchoring: Seismic reinforcement will be installed per guidance from a structural engineer to decrease the likelihood of damage to the structure in the case of a seismic event.

Years 4-6 (2029-2031)

Exterior Painting: Repaint entire exterior of residence, including all exterior eaves, gutters, downspouts, windows, doors and associated trim. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match. Where wood material is excessively damaged it shall be replaced with salvaged or custom milled wood to match the profile of the original.

Year 7 (2032)

Electrical Upgrades: The existing electrical panel will be replaced and knob-and-tube wiring will be removed from the home.

Years 8-9 (2033-2034)

Window Replacement: The upper floor exterior window on the front of the house that is currently aluminum-framed will be replaced. Using photographic reference material of the house from a 1980 Historic Resources Inventory, appropriate historic wood windows will be salvaged and installed.

Window Restoration: Restore/repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been broken they will be restored to working order by cutting the paint and installing new pulley ropes where required. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced.

Year 10 (2035)

Front Door Replacement: The front door will be replaced with a door more befitting the age of the home. Any available historic photographs will be used as reference and appropriate steps taken to avoid creating false history.

Interior Trim Repair: Historic trim throughout the home will be repaired and refinished. In cases where repair of existing trim is not possible, salvaged or custom-milled trim will be applied.

Repair of Interior Doors: Historic interior doors, as determined by construction and hardware, will be repaired. In cases where repair of existing doors is not possible, salvaged or custom-made doors will be used.

We are excited about restoring and rehabilitating our wonderful historic home so that it can be preserved and enjoyed for many years to come.

Sincerely,
Cameron and Rachel

25-985 Agenda Date: 10/2/2025

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) for 1458 Lexington Street

BACKGROUND

On behalf of property owners Cameron Carty and Rachel Law, Robert Mayer filed a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) request for the property located at 1458 Lexington Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The subject site is currently listed on the City's Historic Resource Inventory (HRI).

The subject property is an approximate 7,500 square-foot lot located on the south side of Lexington Street. Constructed in 1899, the existing residence on the property is designed in the Pioneer architectural style. The house is set back from the street, featuring a lawn, ornamental shrubs, and a concrete walkway leading to the entrance porch. Its pioneer style reflects Santa Clara's early architectural era.

The property owners submitted the requisite application, including an updated historic survey (Department of Parks and Recreation DPR 523A Form) of the property (Attachment 2), a Statement of Justification for the request (Attachment 4), and a 10-Year Restoration and Maintenance Plan outlining the proposed workplan to restore, rehabilitate, and maintain the property (Attachment 5).

The Historical and Landmarks Commission (HLC) provides Mills Act Contract recommendations to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

If approved, this would be the third Mills Act Contract for this calendar year, where 10 are permitted.

DISCUSSION

In August 2025, William Kostura of Kostura Architectural History prepared a DPR 523A Form assessing the property's historical significance under National, State, and local criteria. The evaluator found that the structure at 1458 Lexington Street is well maintained and that the design elements that comprise the architectural integrity of the structure have not been diminished. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource on the City's HRI.

The property owners submitted a Statement of Justification and a 10-Year Restoration and Maintenance Plan. The plan includes plumbing and electrical upgrades, improved drainage near the foundation, seismic reinforcement, exterior painting, replacement of aluminum windows with wood-framed versions, restoration or repair of historic wood window sashes, and interior door and trim upgrades. The owners acknowledge that some work may overlap to support the overall improvement plan. All work will be evaluated through Significant Property Alteration permits, as required by the Historic Preservation Ordinance.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation (Attachment 3). The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

A Mills Act Contract is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards. Entering into the contract will result in the restoration and rehabilitation of the 1899 structure consistent with the Secretary of the Interior Standards.

PUBLIC CONTACT

No public notice is required for a Mills Act Contract and no public inquiries have been made regarding the project.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission determine the project to be exempt from CEQA pursuant to CEQA Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation) and find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplishes the intent of preserving and maintaining the historical significance of the property; and therefore, recommends City Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 1458 Lexington Street.

Prepared by: Summer Foss, Assistant Planner
Reviewed by: Rebecca Bustos, Principal Planner
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of Interior Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement (Mills Act Contract)

Visit Us on our Website: www.ctic.com

ISSUING OFFICE: 675 North First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company
16795 Lark Ave., Suite 100 • Los Gatos, CA 95032
(408)354-7670 • FAX (408)354-4319

Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: Kevin Foley
Email: Kevin.Foley@titlegroup.fntg.com
Title No.: FWPS-3021241131-KF

Escrow Officer: Michelle Santiago
Email: michelle.santiago@ctt.com
Escrow No.: FWPS-3021241131 -MS

TO: ARON Homes, LLC, a California limited liability company
1458 Lexington Street
Santa Clara, CA 95050
Attn:

PROPERTY ADDRESS(ES): 1458 Lexington Street, Santa Clara, CA

EFFECTIVE DATE: December 2, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021 Extended

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Aron Homes LLC, a California Limited Liability Company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-26-045

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:

LOT 3 AS SHOWN ON THE MAP ENTITLED, "SPEAR ESTATE SUBDIVISION OF BLOCK 3 SOUTH RANGE FIVE WEST IN THE TOWN OF SANTA CLARA, STATE OF CALIFORNIA", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 26, 1898 IN BOOK F1 OF MAPS, AT PAGE 19.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

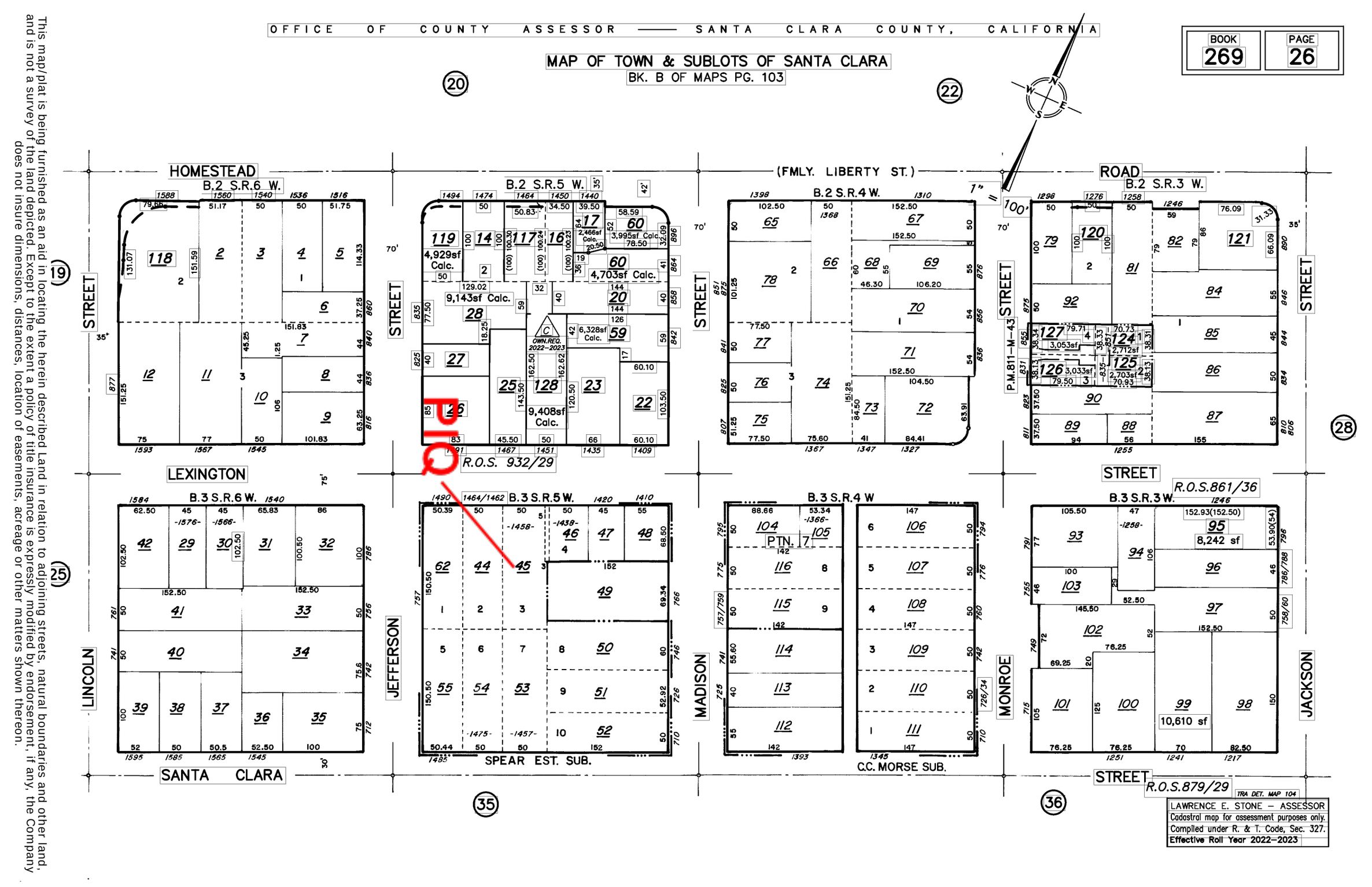
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK 269 PAGE 26

MAP OF TOWN & SUBLOTS OF SANTA CLARA

BK. B OF MAPS PG. 103



TRA DET. MAP 104

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2022–2023

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

 *Resource Name or #: (Assigned by recorder) George and Emma Green house

P1. Other Identifier: _____
P2. Location: ☐ Not for Publication ■ Unrestricted *a: County Santa Clara
and (P2c,P2e, and P2b or P2d. Attach Location Map as necessary.)
*b. USGS 7.5' Quad _____ Date _____ T ___; R ___; ____¼ of ____¼ of Sec ____; _____B.M.
c. Address 1458 Lexington Street City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone _____; _____mE/ _____ mN
*e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Summary

This house was built in about 1899 by Asahel L. Adams, a building contractor who worked in Santa Clara and San Jose and who lived across the street. At an unknown date — most likely the 1950s or afterward — the original front porch was filled in or was replaced to create an enlarged living room, and a new front porch was added. There have been two other changes that are visible from the street. The front door is a replacement from recent decades, and a second story window has replacement aluminum sash. Aside from these three changes, the front, the east, and west sides of the house appear to be in their original condition.

(*See Continuation Sheet, page 2.*)

*P3b Resource Attributes: (List attributes and codes) _____
*P4. Resources Present: ■ Building
☐ Structure ☐ Object ☐ Site ☐ District
☐ Element of District ☐ Other (isolates, etc.)

P5b. Description of Photo:
(View, date, accession #)
View looking south, July 2025

*P6. Date Constructed/Age and Source: ■ Historic
☐ Prehistoric ☐ Both
1899

*P7. Owner and Address:
Rachel Law, Cameron Carty
1458 Lexington Street
Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)
William Kostura
P. O. Box 60211
Palo Alto, CA 94306

*P9. Date Recorded:
July-August 2025

*P10. Survey Type: (Describe)
intensive

P11. Report Citation*: (Cite survey report and other sources, or enter "none".) This report supplants an earlier evaluation: Erickson/Giudici/Zavlaris, "Historic Resources Inventory, 1458 Lexington Street" (1980), prepared for the City of Santa Clara.

*Attachments: ☐ NONE ☐ Location Map ☐ Sketch Map ■ Continuation Sheet ■ Building, Structure and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☐ Other (List)

Summary (continued)

Regarding the owners and occupants of the house, one couple, George and Emma Green, was notable. George Green worked as an engineer for Santa Clara's municipal water system for thirty years, and his wife Emma hosted two social groups in the house on numerous occasions over twenty years. Please see the History section below for further details.

This house appears to be eligible for the California Register under Criterion 1, either individually, or as a contributor to a potential thematic district, for its ability to evoke Old Quad's 19th century and early 20th century historic character.

This house is listed on the City of Santa Clara's Historic Preservation and Resource Inventory as an example of the Pioneer style. The house also appears to possess historic significance under five City of Santa Clara criteria. Please see the Evaluation section below for details.

Description

Setting and Landscaping

This house occupies a lot fifty feet in width by 150 feet in depth, on the south side of Lexington Street, between Jefferson and Madison streets. The general neighborhood is Santa Clara's Old Quad, the oldest part of the city. Like most houses in the Old Quad, the house is set back from the street a sufficient distance to allow for a front yard. This yard is bounded by a white picket fence, which encloses a lawn and some shrubs that are planted close to the house. The yard is bisected by a cement walkway that leads to the entrance porch. The back yard is very large, is bounded by a tall wooden fence, and has one conspicuous planting, a mature mulberry tree.

The house

The house is two stories in height, is wood-framed in construction, and is clad in horizontal v-groove siding. It is L-shaped in plan, with the larger wing at right and a smaller wing recessed at left. Both wings are gabled, resulting in a cross-gabled roof. Specifically, the roof of the larger wing has gables facing the street and the back yard, while the roof of the smaller recessed wing has a gable facing east. The eaves are boxed, and project beyond the wall plane by about a foot on all sides.

Continued on next page.

Description (continued)

Originally, an open front porch filled the angle between the two wings. At an unknown date — estimated, based on the materials, to be the 1950s later — the porch was filled in or was replaced to enlarge the living room, and a new front porch was added to the front of this addition. The living room addition is one story in height, with a low-pitched hipped roof that rises to partially obscure the apron of a second story window. The addition is also clad in v-groove siding that almost exactly matches the siding in the older part of the house. Because the addition is only one story high, the recessed wing behind it remains visible, preserving the original L-shape of the house. (Note: The 1950 and 1961 Sanborn maps continue to show the porch as open, instead of enclosed.)

A larger addition was made, also at an unknown date, to the rear of the house. This addition partially, but not entirely, obscures the rear gable of the original house.

Not counting the rear addition, the dimensions of the house are roughly thirty feet in width by twenty-two feet in depth. The rear addition adds roughly another nine feet to the depth of the house. Please see a diagram, below, that shows these dimensions.

At the front porch, two concrete steps lead up to a concrete landing. Three square wooden posts without chamfered corners — two of them paired at left, one solo at right — support a wooden shed roof with a flat wooden soffit. These posts measure 3.5” by 3.5” and thus are “nominal” 4x4s, instead of actual, or “dimensional,” 4x4s. These measurements, and the lack of chamfered corners, are suggestive of a 1950s or later construction date for the porch. The porch railings on either side are each supported by squared wooden balusters. All of the railings and balusters are incised with shallow grooves, and it seems possible, in fact likely, that these elements were retained from the earlier porch and re-used here. The front door is a modern replacement, and is surrounded by plain board trim.

Fenestration is fairly consistent in all of the original parts of the house. Windows are mostly single, though one is paired, in all cases with thin shelf moldings across the top and sills with aprons across the bottom. Most sash is double-hung, with ogee lugs (sometimes called dog ears or lambs’ tongues) at the middle rails. A census of the windows in the original part of the house is given here:

* At the front of the larger wing, in the first story, windows are paired.

* In the second story window above, paired wooden sash have been replaced by aluminum sash. The owners have stated their intention to restore this window with salvaged double-hung sash.

* In the front of the smaller, recessed wing, in the second story (over the front addition), the single window is fixed or a casement, without double-hung sash.

Continued on next page.

Description (continued)

* On the east side of the smaller, recessed wing, the windows (one centered in each story) are identical, save that the lower sash lacks ogee lugs.

* One the west side of the house, the window in the first story has double-hung sash, with ogee lugs.

* On the same side, in the second story, the window has two-over-two sash, without ogee lugs.

In the front addition that replaced the original porch, there are two windows. That in front is a large fixed window divided by muntins into twelve lights. This window has a sill and apron, but no shelf molding across the top. On the east side of the addition is a single window with a shelf molding, a sill with apron, and double-hung sash with ogee lugs. This window is identical to others in the original part of the house. It therefore seems likely that it was part of the original house, and was removed and re-used when the living room addition was built.

The rear addition to the house has a disparate variety of windows. Most conspicuous is a band of windows with aluminum sash across the top. In the first story, paired windows with aluminum sash can be found adjacent to the back door. To the right of this pair is a small single window with double-hung wooden sash, a sill, and an apron. The rear entrance in this addition has a new door that is reached by three concrete steps. Its wooden awning has lost its top boards, but the side boards with notched bottoms are still in place. However faintly, these notched boards suggest a construction date of the 1940s or 1950s for this rear addition.

Regarding style:

This house very closely resembles several examples of the National style of domestic architecture illustrated in Virginia Savage McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, second edition, 2013). Specifically, it is similar in its massing, proportions, and fenestration to the Gable-Front-and-Wing Family of the National style, as described on pages 138-140 of this book. The defining elements of this house type are a narrow front-gabled wing with a recessed side-gabled wing set at right angles to the front wing. Eaves are usually extended, without brackets, and windows have double-hung sash set in plain board trim. Ornament is minimalist or (usually) lacking. Most examples are two stories in height. Typically, a shed-roofed porch fills the angle between the wings. The examples shown in McAlester that most closely resemble the subject house were built during the late 1890s-ca. 1910. The subject house possesses all of these characteristics, save that its shed-roofed porch has been filled in to become a room; and its construction date falls within this range.

BUILDING, STRUCTURE, AND OBJECT RECORD

***NRHP Status Code** 3CS, 5S1

***Resource Name or #** (Assigned by recorder) 1458 Lexington Street

B1. Historic Name: George and Emma Green house
B2. Common Name:
B3. Original Use: residence B4. Present Use: residence
***B5. Architectural Style:** National — Gable-Front-and-Wing Family
***B6. Construction History:** (Construction date, alterations, and date of alterations)
Built in 1899 or 1899-1900. Front and rear additions built at unknown dates (probably in the 1950s or later).

***B7. Moved?** ■ No ☐ Yes ☐ Unknown **Date:** _____ **Original Location:** _____
***B8. Related Features:**
none

B9a. Architect: unknown b. Builder: Asahel L. Adams
***B10. Significance: Theme** early Santa Clara history **Area** City of Santa Clara
Period of Significance 1899-1910s **Property Type** residence **Applicable Criteria** 1
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

History

Old Quad history

The Old Quad covers the quadrangle shown in an 1866 survey by J.J. Bowen. It encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. This area includes Santa Clara University, which was once the site of Mission Santa Clara. Generally speaking, the Old Quad is the oldest part of Santa Clara. The overwhelming majority of the city's historic buildings are located here.

Continued on next page.

B11. Additional Resource Attributes: (List attributes and codes) _____

***B12. References:**

See Continuation Sheets.

B13. Remarks:

(Sketch map with north arrow required)

***B14. Evaluator:** William Kostura
Date of Evaluation: July-August 2025

(This space reserved for official comments.)

History (continued)

Major factors in Santa Clara's growth and economy include:

1777. Founding of Mission Santa Clara de Asis by the Franciscan order of Spain. This mission was secularized by Mexico in 1833 but the mission chapel continued to function as a church afterward. It was enlarged and rebuilt several times over the next century.

1851-present. After the takeover of California by the United States, Jesuits acquired the mission and established Santa Clara College in 1851. It became known as the University of Santa Clara in 1912 and as Santa Clara University in 1985. The older buildings on this campus date to the period 1911-1930 and were designed by architects Will D. Shea, John J. Donovan, and Henry A. Minton. The chapel of 1928 was designed by Minton to replicate the old adobe mission building of ca. 1824.

1852. The City of Santa Clara incorporates.

1863. The railroad connecting San Francisco and San Jose reaches Santa Clara. The railroad depot still stands, now at 1005 Railroad Avenue.

1885-1990s. Agnew's State Hospital. The Victorian building of 1885 collapsed in the earthquake of 1906, with great loss of life. New buildings were built from 1908 through the 1910s to designs by the State Architect George C. Sellon. After the campus was sold to Sun Microsystems in the late 1990s, only the best four of the Agnew's buildings were retained, and the rest were demolished.

1890s-1950s. Santa Clara Tannery. This long-lasting business occupied many wooden buildings at the northeast corner of Lexington and Grant streets.

1890s-1960s. The Pacific Manufacturing Company was a huge business occupying many buildings in the block of Alviso, Bellomy, Grant, and Locust streets, plus warehouses and sprawling lumber yards in adjacent blocks. It made coffins, window sash, doors, blinds, cabinets, and windmills.

1910s-1960s. Fruit canning. There were several canneries in Santa Clara during these decades, and of these three were the largest and longest lasting: Rosenberg Brothers and Company; the Pratt-Low Preserving Company; and Libby, McNeill and Libby. Pratt-Low's complex included a huge one-story cannery building plus 25 seasonal workers' cabins in 1915, and by 1950 it had expanded to include over 100 workers' cabins. By 1950 Rosenberg Brothers had absorbed Libby, McNeill and Libby, and by 1961 Rosenberg Brothers had been taken over by the Mayfair Packing Company. Collectively, these canneries must have been the largest employers in the City of Santa Clara during most of the 20th century.

Continued on next page.

History (continued)

1960s-present. The semiconductor industry becomes important in Santa Clara.

1963. The city's old downtown is razed in order to receive funding from the federal government for urban renewal.

To the above list should be added Santa Clara's close proximity to the city of San Jose, where some Santa Clara residents worked.

The demolition of the city's old downtown was a major loss, and as far as is known none of the tannery, fruit canning, or Pacific Manufacturing buildings still stand. The built environment in Santa Clara is nevertheless able to represent, or evoke, most of the other important themes in Santa Clara's early history. An adobe house at 3260 The Alameda (now the Santa Clara Women's Club) is a ca. 1790s building that was part of the Spanish-era mission complex. The Berryessa adobe at 373 Jefferson Street (late 1840s) represents the Mexican or very early American period. Two properties evoke Santa Clara's early agricultural economy. The older is the James Lick flour mill complex, at 4101 Lick Mill Boulevard, at Mansion Park Drive. Its four buildings were built in 1857, the 1860s, and the 1880s and include a granary, a house, an office, and a hall. The Harris-Lass house at 1889 Market Street (1865) includes a farmhouse, a barn, a water tank, and farming implements. As mentioned above, four early twentieth century buildings survive at Agnew's State Hospital, and about eight buildings from 1911-1930 survive at Santa Clara University.

Most prolifically, the Old Quad area is filled with hundreds of 19th and early 20th century houses that retain good to high integrity. A few houses date to the 1850s, a moderate number date to each decade of the 1860s, 1870s, and 1880s, and very many date to the 1890s-1930s. While it is beyond the scope of this report to describe these houses in any detail, it can be said that they range from modest, vernacular working-class houses to large houses built for the well-to-do. Houses in the latter group are often elaborately decorated, but smaller houses, especially those built before the 1920s, often possess fine details as well.

The house site

The land this house stands on what was originally lot 3 of a small real estate tract called the Spear Estate Subdivision. This tract appears to have comprised ten lots in the block bounded by Lexington, Jefferson, Madison, and Santa Clara streets.

Continued on next page.

History (continued)

The builder, Asahel L. Adams

This house must have been built in 1899 or early 1900 by building contractor Asahel L. Adams. Adams purchased the lot from the estate of Eliza Spear in September 1898, and he retained ownership for less than three years, until June 1901. During that period, city directories of 1900 and 1901 list Robert Hooper, a boilermaker working in San Francisco, as living at this address, 1458 Lexington Street. It seems clear that Adams built the subject house for income purposes and rented it out to Hooper while he still owned it.

Asa Adams was a native of Canada, where he was born in 1863. He came to the United States in 1885 and to Santa Clara County in about 1888. It appears he lived in San Jose before moving, in about 1893, to 1435 Lexington Street in Santa Clara, across the street from the subject property.

Brief newspaper articles document six houses he built in San Jose and Santa Clara during 1891-1902, and these include one that may still stand, a Queen Anne-style house at 540 South Ninth Street, in San Jose (1896). On at least three occasions he built houses that were designed by prominent architects, Jacob Lenzen and Son (twice) and Wolfe and McKenzie. He undoubtedly built many more houses than these during these years, and afterward.

In 1901 or 1902 Adams moved to another residence at 1417 Franklin Street in Santa Clara. When he moved, his renter at 1458 Lexington, Robert Hooper, moved into his former residence at 1435 Lexington. Adams did not move again. He resided at 1417 Franklin until his death in 1948.

Alterations

The original front porch has been removed or was filled in to allow for a larger living room, and a new front porch was built, almost certainly at the same time. The date of this alteration is estimated to be the 1950s or later based on the 3.5” by 3.5” dimensions of the porch posts and the lack of chamfered corners on the posts. At the time of the alteration, two elements from the original house were very likely removed and re-used. One is the window on the east side of the living room addition. It probably came from the original front wall and looked out onto the porch. The other is the current porch railings with incised lines on the vertical and horizontal members. It seems likely that these railings were part of the original porch.

A large rear addition was made at an unknown date. The vertical siding on the entrance hood suggests a 1950s date, but this is highly uncertain. Aluminum sash in most of this structure’s windows were probably placed at a still later date.

Continued on next page.

History (continued)

The second story window in the front of the larger wing was almost certainly a paired window. It was replaced with aluminum sash at an unknown date.

The front door appears to date to recent decades.

Note: The 1950 and 1961 Sanborn maps do not show the front and rear additions to the house. They suggest that the additions post-date 1961, although it is also possible that the additions were made before 1961 and that the Sanborn maps were not updated.

Subsequent owners and residents of 1458 Lexington Street

Elvira Gee

In June 1901 Asa Adams sold the subject house to Mrs. Elvira Gee, aged about 27. She lived here with family members, including Earl Gee, a farmer; Mrs. Myron Gee; and Miss Dora Gee. Elvira Gee died almost three years later, in March 1904, aged 30, and just over five months later, in September, her family sold the house to Sanford H. Wilson.

Sanford H. Wilson, Martha Wilson, and James S. Wilson

Sanford H. Wilson, a blacksmith, was about 71 years old, and his wife Martha was about 64, when he purchased this house in 1904. Both were natives of Ohio, and they had been married for 46 years at the time of the purchase. When he died in 1916, their son James S. Wilson, who was living nearby in Santa Clara, moved in, and he stayed for four or five years, until 1920 or 1921. He worked at a lumber yard, where his occupation was variously listed as millman, a piler, and (in 1920) a lumber grader.

Hiram R. Russell

Russell lived here in 1922, when he worked as a carpenter. Whether he owned or rented the house is unknown.

Continued on next page.

History (continued)

George and Emma Green

George and Emma Green lived here from 1923 to 1959. Both were natives of California, and they were born in about 1887 and 1891, respectively. When they moved in, he was a metal worker, but the following year he became the stationary engineer for the City of Santa Clara's municipal water plant. He retained this position for the next thirty years. An article on his retirement in 1954 stated that his main duties as the plant attendant were those of a general trouble-shooter and watchman. The city council honored him upon his retirement, and he stated that for his future, he planned "a leisurely life."

Emma Green hosted social events and meetings at the house over a period of twenty years. From 1938 to at least 1944 she regularly hosted business meetings of the local American Legion Auxiliary, unit No. 419. From 1949 to 1958 she hosted the Friendly Circle meetings of the Women's Society of Christian Service of the Santa Clara Community Church. Newspaper notices of these meetings were very numerous, and in the style of the day she was always identified as Mrs. George Green.

In January 1930 the Greens were in downtown Santa Clara together when a gas explosion destroyed four commercial buildings close to where they stood. Each received cuts and gashes, and they were considered lucky to survive. They were able to give interviews afterward, and the *San Jose Mercury News* ran a photograph of them, which is included in this report.

In 1959 the Greens moved from 1458 Lexington to a Ranch-style house at 1971 Heatherdale Avenue, in southern Santa Clara.

Later residents of this house

1960-1961. John L. Philips, unknown occupation, and his wife Theresa

1962. E. Lee Self, a mechanic at the Peterson Tractor Company, and his wife Mary

1963. Mrs. Gloria Bishop, unknown occupation

1964. The house was vacant at the time of canvassing by the city directory.

1965. Linda L. Sparacino, unknown occupation

1967-1968. Juan Martinez, unknown occupation

Continued on next page.

History (continued)

1969. The house was vacant at the time of canvassing by the city directory.

1970-1974. Paul A. Arguello, retired, and his wife Ofelia

Integrity

For the purpose of historical evaluations of buildings the seven areas of integrity are listed and discussed below:

Location. The house has never been moved, so it retains integrity of location.

Design. The filling in or replacement of the front porch has changed the massing of the house at its entrance, an important focal point in the design. The rest of the house as seen from the street is largely unchanged, however, and so the original massing of the two wings is still very evident. On balance, the house's integrity of design is fair.

Materials. The porch was filled in or replaced at an unknown date, most likely the 1950s-1960s, using wooden materials that are compatible with the rest of the house. Only one window on the three primary facades has been changed from wooden sash, namely, the second story window in the front of the larger wing. Thus, the house retains integrity of materials. (The owners have stated their intention to restore the altered window using recycled wooden sash.)

Workmanship. The original porch most likely possessed a turned porch post and other detailing that has been lost. However, the original window trim and siding have been preserved. On balance, integrity of workmanship is fair-to-good.

Feeling. This house retains the feeling of a suburban, turn-of-the-twentieth century Old Quad house. It thus retains integrity of feeling.

Association. The earliest owners and residents would recognize this house as the one they lived in, although they might have to look twice to do so, due to the front addition. Thus, integrity of association is fair.

Setting. This house retains its front yard and spaces between it and the adjacent houses, and so its early 20th century suburban setting is retained. Most of the older houses surrounding it no longer stand, though some do. On balance, integrity of setting is good to high.

Continued on next page.

Evaluation to California Register criteria

The California Register of Historical Resources (California Register) is an inventory of significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-listed properties are automatically listed in the California Register. Properties can also be nominated to the California Register by local governments, private organizations, or citizens. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places.

In order for a property to be eligible for listing in the California Register, it must be found significant under one or more of the following criteria, each of which is discussed here:

Criterion 1 (Events). Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.

This house is one of many in Santa Clara's Old Quad that, collectively, contribute to the 19th century and early 20th century feeling of the neighborhood. That historic feeling remains strong in Old Quad. However, numerous modern-era buildings in Old Quad tend to dilute that feeling. For this reason, the surviving older buildings that retain good to high integrity are important in maintaining that historic feeling. The subject house's integrity is generally good.

It may be that the subject house is better considered as a contributor to a thematic district of historic Old Quad buildings, rather than as individually eligible. The documentation of a thematic district is beyond the scope of this report. However, it is clear that the house contributes meaningfully to Old Quad's 19th century and early 20th century character. It thus appears to be eligible for the California Register under this criterion at the local level. The Period of Significance is from the time of construction through the early 20th century, that is, 1899-1910s.

Criterion 2 (Persons). Resources that are associated with the lives of persons important to local, California, or national history.

George and Emma Green were notable Santa Clara residents, he as an engineer for the city's water system for thirty years, and she as the hostess of two local institutional groups on many occasions for twenty years. Their importance seems to fall a little short of California Register significance, and so their history is better considered under local criteria, below.

Continued on next page.

Evaluation to California Register criteria (continued)

Criterion 3 (Architecture). Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.

The proportions of this L-shaped house are pleasing, and the window trim and moldings remain as fine details. The front addition, however, does alter the massing and diminish the original design. For this reason, the house does not quite appear to be eligible for the California Register under this criterion. (Regarding architecture, it does appear to be significant under the city's local criteria; see below.)

Criterion 4 (Information Potential). Resources or sites that have yielded or have the potential to yield information important to the prehistory or history of the local area, California, or the nation.

This criterion regards archeological studies. Since excavation of the site is not contemplated, an evaluation under this criterion is beyond the scope of this study.

Existing City of Santa Clara historical designation

This house is listed on the City of Santa Clara's Historic Preservation and Resource Inventory as an example of the Pioneer style.

Evaluation to City of Santa Clara historical criteria

The criteria for local significance were adapted on April 20, 2004, by the City of Santa Clara City Council. Any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible. Only the criteria under which this property appears to qualify are discussed below.

Criterion for Historical or Cultural Significance

To be historically or culturally significant, a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

Continued on next page.

Evaluation to City of Santa Clara historical criteria (continued)

This house was built in 1899-1900, has generally good integrity, and contributes to the strongly historic character of Santa Clara's Old Quad, which is the oldest part of the city.

3. The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.

George and Emma Green lived in this house for thirty-six years, from 1923 to 1959. In their time they were well-known Santa Clarans who, in their different ways, contributed to the city's infrastructure and social life. For thirty years, from 1924 to 1954, George Green was the stationary engineer who maintained the City of Santa Clara's municipal water plant, an obviously important role. From 1938 to 1944 and from 1949 to 1958 Emma Green frequently hosted two civic groups in this house; respectively, the local American Legion Auxiliary, and the Friendly Circle meetings of the Women's Society of Christian Service of the Santa Clara Community Church.

Criterion for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criteria:

2. The property is identified with a particular architect, master builder or craftsman.

The house was built by Asahel L. Adams, a building contractor who lived in Santa Clara for several decades. He is known to have built at least six houses in San Jose and Santa Clara during 1891-1902, sometimes to the designs of notable architects, and sometimes, presumably, to his own designs. Given his long career as a builder, he undoubtedly built many other houses that have not yet been documented.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The L-shape of the house and its cross-gabled roof was a common massing in Santa Clara during the 19th century, particularly in earlier decades. Such houses were often spare in their ornamentation; they relied on good proportions and finely-detailed window trim for their effect. This house follows that pattern. Although the front addition does affect the massing of the house, it is only one story in height, which preserves a view of the two wings and preserves the L shape. The house also retains its early fine window trim. Therefore, it is still a good example of this house type.

Continued on next page.

Evaluation to City of Santa Clara historical criteria (continued)

Criterion for Geographic Significance

To be geographically significant, a property must meet at least one of the following criteria:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

As with the first criterion listed above, this house is important because it contributes to the historic character of Santa Clara's Old Quad. Despite many losses, houses from the 19th century and early 20th century remain numerous, and collectively, they evoke those periods in Santa Clara's history. This house is important in that way.

Character-defining features

Character-defining features are those parts or aspects of a historic property that contribute to its historic character. Only those parts of a property that fall within the Period of Significance can qualify as character-defining.

Under California Register Criterion 1 (Events), the Period of Significance of this property is 1899-1910s. The character-defining features are:

* The house's setback from the street, which allows room for a front yard and gives the house a suburban feeling that is consistent with Santa Clara's early history. The picket fence and the yard plantings are not known to date to the Period of Significance, so they are not included; only the setback is.

* The two-story height of the house, its L shape, and the proportions of the two wings.

* The cross-gabled roof with boxed eaves.

* The v-groove siding.

* The paired window in the first story of the larger wing, with its double-hung sash and trim.

* The trim of the second story window in the larger wing, directly above the window listed above. (Its aluminum sash is not character-defining, though).

Continued on next page.

Character-defining features (continued)

* The small window in the north side of the second story of the recessed wing, including its trim. (This window is located directly over the front addition.)

* Both windows in the east side of the smaller wing, with their double-hung sash and trim.

The features of the house that are not character-defining are:

* The front addition (the living room extension and the porch). While its materials are compatible with the older parts of the house, it almost certainly post-dates the Period of Significance.

* The aluminum sash in the second story window in the front of the main wing. (The owners have said that they will restore this window using old wooden sash.)

* The west side of the house. This side is essentially invisible from the street and is almost featureless.

* The rear addition to the house.

Under local City of Santa Clara criteria, the character-defining features of the house should be considered the same as those listed above.

References

San Jose and Santa Clara city directories for Asahel L. Adams and for residents of this house from 1900 through 1974.

1915, 1950, and 1961 Sanborn maps, page 212. These maps show the footprint of the house when it still had its original front porch.

1900 United States census for Asahel L. Adams (living at 1435 Lexington Street).

1910 United States census for Sanford H. Wilson.

1910 and 1920 United States censuses for James S. Wilson.

1930, 1940, and 1950 United States censuses for George and Emma Green.

Continued on next page.

References (continued)

San Jose Mercury News articles — real estate sales of this property (lot 3 of the Spear Estate)
September 3, 1898. Estate of Eliza Spear to A. L. Adams.
June 8, 1901. A. L. Adams et. ux. to Elvira Gee.
September 11, 1904. M. G. Gee to Sanford H. Wilson.

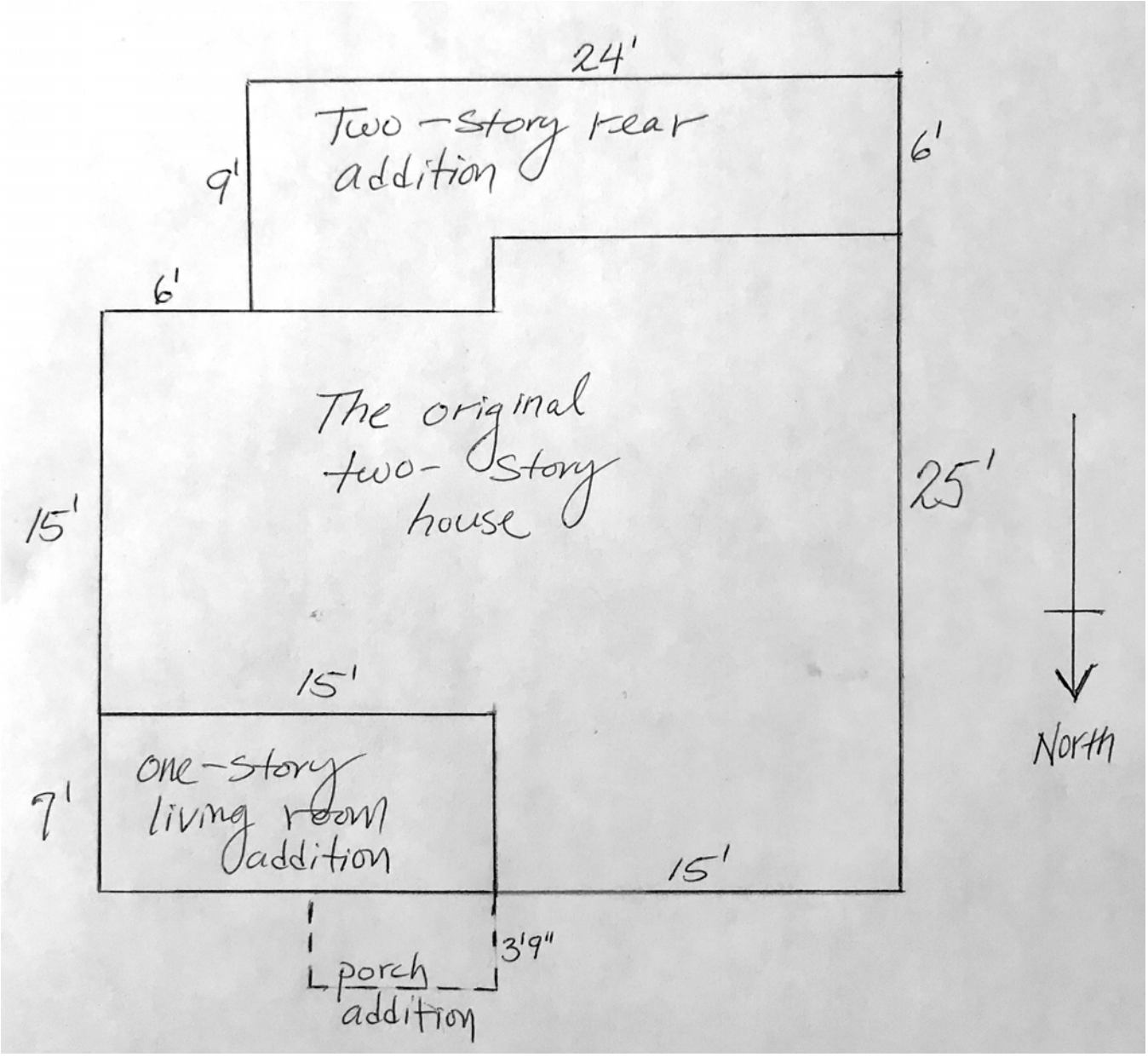
San Jose Mercury News articles about houses built by Asahel L. Adams:
January 7, 1891. A cottage at the Almshouse.
May 29, 1891. Cottage on 12th Street, San Jose, for Pansera.
August 10, 1891. Frame building on the Los Gatos Road, for Cilken.
July 15, 1896. Building on the east side of 9th Street, San Jose, for Lamkin (540 S. 9th St.).
August 14, 1902. Two-story frame building at 4th and William, San Jose, for Brennan.

San Jose Mercury News articles about Asahel Adams and early residents of the house:
March 30, 1904. "Brevities." Death of Mrs. Elvira Gee.
July 26, 1916. "Died." Death of Sanford H. Wilson.
September 27, 1948. "Rites Set Today for A. L. Adams."

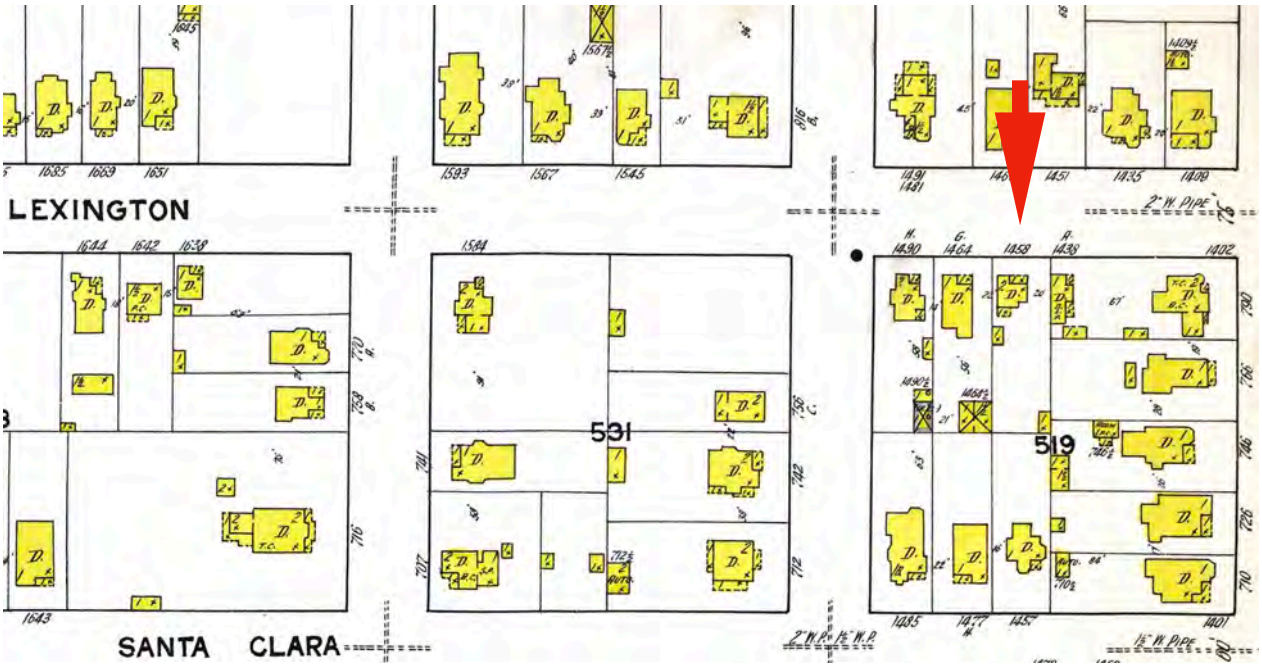
San Jose Mercury News articles about George and Emma Green:
January 4, 1930. "Victims Describe Blast Sensations."
March 31, 1951. "Pile-Ups Hurt 11 in County." Emma Green hit by a car.
October 2, 1954. "Santa Clara Utilities Man Retires after 30 Years."
March 2, 1938; April 4, 1939; February 5, 1941; May 21, 1941; October 15, 1941; August 5, 1942; May 5, 1943; February 15, 1944. Notices of meetings of the Santa Clara unit of the American Legion Auxiliary, hosted by Emma Green.
August 24, 1948; October 20, 1952; September 16, 1957; October 21, 1958. Notices of Circle Meetings of the Women's Society of Christian Service of Santa Clara Community Church, hosted by Emma Green.

Virginia Savage McAlester. *A Field Guide to American Houses* (New York: Alfred A. Knopf, second edition, 2013), pages 138-140.

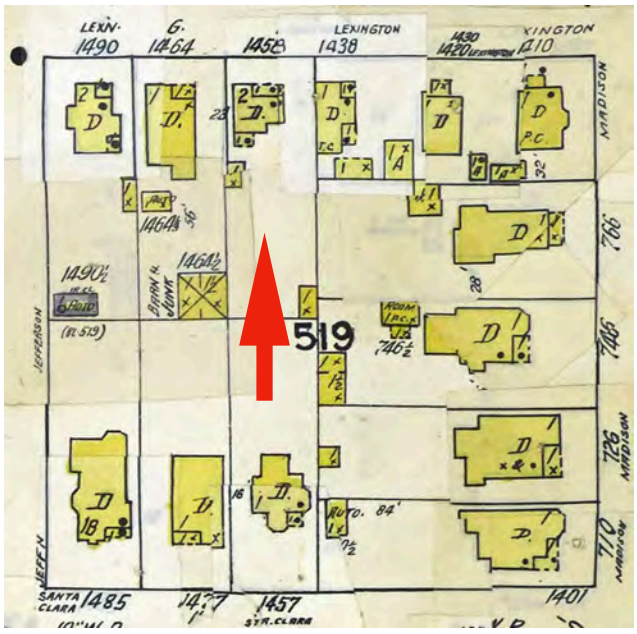
Footprint of the house. The measurements are approximate.

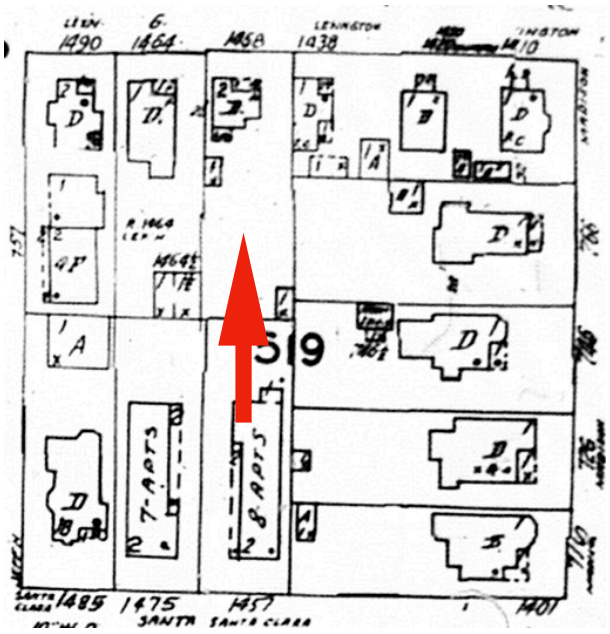


Sanborn maps, San Jose-Santa Clara, page 212



Top: 1915. Bottom left: 1950. Bottom right: 1961.
The subject house appears unchanged in all three years.





Front and back yards

Above: Front yard. Below: Back yard.

The front of the house

Above: Perspective view from left.

At right: Perspective view from right.

At left: Paired windows in the front of the house, the larger wing, first story.

Below left: Detail of same windows showing ogee lugs.

Below right: Detail showing sill and apron.

At left: Front of the house, second story of the larger wing. It has a boxed eave in the gabled roof and a second story window with aluminum sash. The owners have stated their intention to restore the window with wooden sash.

Below: Perspective view of the front room and porch addition.

Above: Front view of the front room and porch addition. The large fixed window has wooden muntins, a sill, and an apron, but lacks a shelf molding across the top.

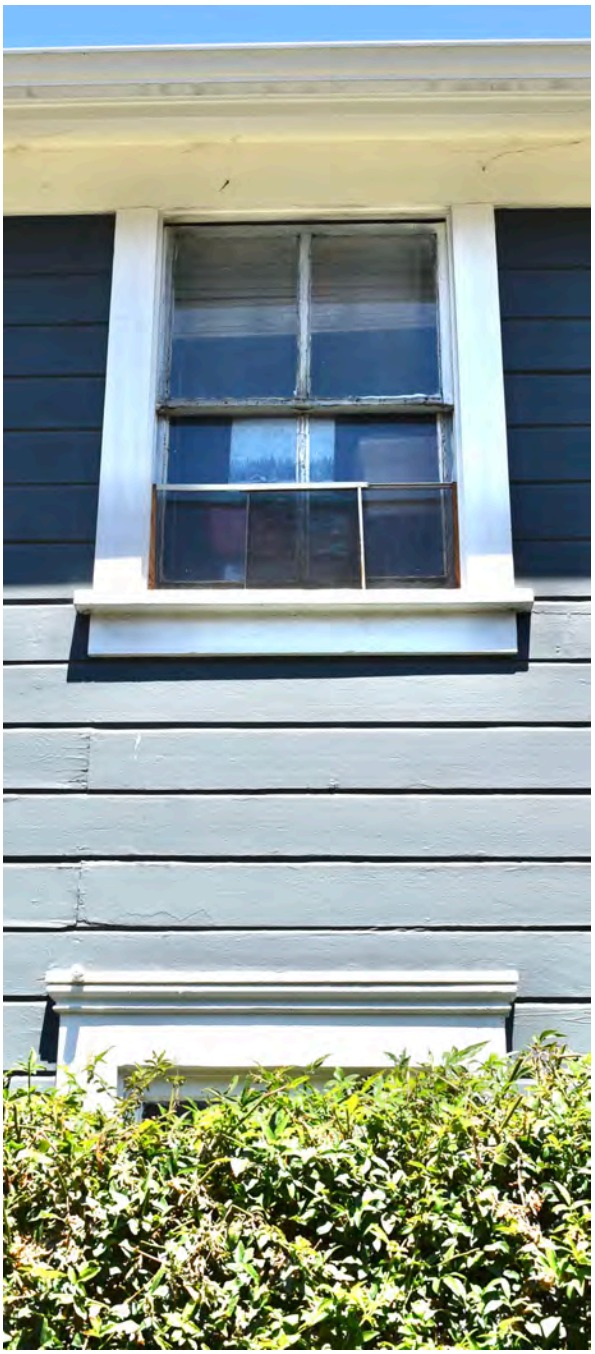
Above left: Window on the east side of the front room addition. Like original windows in the house, it has a shelf molding across the top, a sill and apron, and double-hung sash with ogee lugs. It was probably originally in the front wall of the house, looking onto the porch. When that wall was removed for the front addition, this window must have been retained and re-used in the addition.

Above right: The porch addition, perspective view.

Above: The railings and balusters of the porch addition. The posts measure 3.5 inches by 3.5 inches and lack chamfered corners, and hence probably date to the 1950s or later. The railings and balusters are incised with thin lines, and so it seems likely they were retained and re-used from the original porch.

At right: The concrete porch steps.

The east side of the house. The windows match the window in the front room addition.



Windows in the west side of the house (first story at left and second story at right). The former matches the other original windows in the house. The house's v-groove siding shows clearly here.

Above: The rear of the house. The addition is two stories in height and partially obscures the rear gable of the original roof. All windows except the small one at lower right have aluminum sash. The deteriorated hood over the rear entrance has boards with notched ends. These suggest a date of after World War II.

Below right: A three-part window on the east side of the rear addition. Like the window on the front of the front addition, it has wooden muntins, a sill, and an apron, but lacks a shelf molding across the top.

George and Emma Green. From the *San Jose Mercury News*, January 4, 1930.

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

August 6, 2025

City of Santa Clara
Historical and Landmarks Commission

Re: Mills Act Application for 1458 Lexington Street

Dear Historical and Landmark Commissioners,

We are excited to apply for the Mills Act for our historic home at 1458 Lexington Street. We fell in love with both the community and the homes of the Old Quad neighborhood when we started renting here in 2021. The character of the historic homes appealed to us immensely; when we were ready to start looking for a home, we had a difficult time imagining ourselves anywhere else. Most of the offers we placed were within this neighborhood, and we were so thrilled when we closed on our current home. We are excited to be able to give this home the love and attention that it needs and intend to preserve its historic character. We would be grateful for the support that the Mills Act would provide us in our efforts should our application be accepted.

We appreciate your time in reviewing our application, including William Kostura's historic evaluation that supports the historic significance of our home. Thank you for your consideration. We look forward to working with you to preserve this home and neighborhood.

Sincerely,

Cameron Carty and Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

10-Year Restoration Maintenance Plan

August 6, 2025

Cameron Carty and Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

Dear Planning Staff and Historic and Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 1458 Lexington Street. All items listed shall meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Year 1 (2026)

Plumbing Upgrades: Currently no toilets are located in the same room as a sink. The downstairs bathroom will be reconfigured to add a sink. The upstairs bathroom will be reworked to eliminate the step up into the separate vanity/shower room and a toilet will be added.

Year 2 (2027)

Drainage Improvements: Areas adjacent to the home's foundation will be regraded to allow for appropriate drainage. Additional drainage features may be added to further improve drainage, if necessary.

Year 3 (2028)

Seismic Anchoring: Seismic reinforcement will be installed per guidance from a structural engineer to decrease the likelihood of damage to the structure in the case of a seismic event.

Years 4-6 (2029-2031)

Exterior Painting: Repaint entire exterior of residence, including all exterior eaves, gutters, downspouts, windows, doors and associated trim. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match. Where wood material is excessively damaged it shall be replaced with salvaged or custom milled wood to match the profile of the original.

Year 7 (2032)

Electrical Upgrades: The existing electrical panel will be replaced and knob-and-tube wiring will be removed from the home.

Years 8-9 (2033-2034)

Window Replacement: The upper floor exterior window on the front of the house that is currently aluminum-framed will be replaced. Using photographic reference material of the house from a 1980 Historic Resources Inventory, appropriate historic wood windows will be salvaged and installed.

Window Restoration: Restore/repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been broken they will be restored to working order by cutting the paint and installing new pulley ropes where required. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced.

Year 10 (2035)

Front Door Replacement: The front door will be replaced with a door more befitting the age of the home. Any available historic photographs will be used as reference and appropriate steps taken to avoid creating false history.

Interior Trim Repair: Historic trim throughout the home will be repaired and refinished. In cases where repair of existing trim is not possible, salvaged or custom-milled trim will be applied.

Repair of Interior Doors: Historic interior doors, as determined by construction and hardware, will be repaired. In cases where repair of existing doors is not possible, salvaged or custom-made doors will be used.

We are excited about restoring and rehabilitating our wonderful historic home so that it can be preserved and enjoyed for many years to come.

Sincerely,
Cameron and Rachel

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, ____, ("Effective Date"), by and between Rachel Law, owner of certain real property located at 1458 Lexington Street, Santa Clara, CA 95050 (“OWNERS”) and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-045, and generally located at the street address 1458 Lexington Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on August 11, 2025. The Proposal included a Primary Record from the State of California’s Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as “Exhibit B”.

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1458 Lexington Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Rachel Law
1458 Lexington St,
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,746 (eight thousand, seven hundred, and forty-six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:
PLANNING STAFF – CONFIRM SIGNATURE TITLES BY REVIEWING SIGNATURE BLOCKS UPDATED BY CITY ATTORNEY'S OFFICE LOCATED HERE: S:\Attorney\AGREEMENTS
REMOVE THIS DISCLAIMER AFTER AFFIXING CORRECT SIGNATURE TAGS

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"

_____
Owners of _____

By: _____
_____
_____
_____

By: _____
_____
_____
_____

"OWNERS"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule

August 6, 2025

City of Santa Clara
Historical and Landmarks Commission

Re: Mills Act Application for 1458 Lexington Street

Dear Historical and Landmark Commissioners,

We are excited to apply for the Mills Act for our historic home at 1458 Lexington Street. We fell in love with both the community and the homes of the Old Quad neighborhood when we started renting here in 2021. The character of the historic homes appealed to us immensely; when we were ready to start looking for a home, we had a difficult time imagining ourselves anywhere else. Most of the offers we placed were within this neighborhood, and we were so thrilled when we closed on our current home. We are excited to be able to give this home the love and attention that it needs and intend to preserve its historic character. We would be grateful for the support that the Mills Act would provide us in our efforts should our application be accepted.

We appreciate your time in reviewing our application, including William Kostura's historic evaluation that supports the historic significance of our home. Thank you for your consideration. We look forward to working with you to preserve this home and neighborhood.

Sincerely,

Cameron Carty and Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

25-1594 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on Agreement with NeoGov for the Human Resources' Applicant Tracking System and Related Software Subscription Services

BACKGROUND

The City has utilized GovernmentJobs.com, Inc. (d/b/a/NeoGov, hereinafter "NeoGov") since 2011 as its primary online platform for managing the entire recruitment life cycle. NeoGov provides an essential applicant tracking system that specializes in public sector recruitment processes. This specialized expertise significantly streamlines the hiring process while ensuring compliance with federal Equal Employment Opportunity requirements. NeoGov's services include comprehensive tools for advertising current job openings to a wide pool of candidates, accepting and processing electronic applications, and facilitating communication and interview scheduling with candidates. Currently, the City utilizes the recruitment module, Insight, in order to advertise jobs, collect applications, and communicate with candidates. In addition to the current modules in use, the City will be launching two (2) new NeoGov modules that offer targeted advertising based on a candidate's related experience, and a performance appraisal and management module to facilitate an improved internal appraisal process for existing employees.

The City's initial agreement with NeoGov was executed in 2011, with subsequent subscription renewals authorized via annual order forms. To ensure the continuity and security of these critical services, the City and NeoGov have collaboratively developed a new master agreement. This updated document is designed replace the outdated agreement template while accurately capturing the current scope of services and City's required terms and conditions.

To formalize the current service arrangement and ensure uninterrupted access to secure to the NeoGov platform, this item presents for Council consideration approval of a new master agreement with NeoGov. This agreement incorporates updated terms and conditions and establishes clear, long -term annual pricing for existing and new services.

DISCUSSION

Pursuant to City Code Section 2.105.280(b)(2), which authorizes an exemption from standard procurement requirements for services necessary to ensure the continuous operation of an existing program, the new master agreement with NeoGov is designated as a single source purchase. The City's hiring operation relies on NeoGov's platform for every stage of recruitment. Transitioning to a new system would be highly disruptive and fiscally inefficient at this time, requiring substantial implementation costs, staff training, and complex data migration.

The new master agreement provides an opportunity for the City to improve services through new subscriptions while re-establishing terms and pricing and aligning all subscriptions onto the same

renewal timeline. In addition to the current modules in use, the City will be launching two (2) new NeoGov modules that offer targeted advertising based on a candidate's related experience, and a performance appraisal and management module to facilitate an improved internal appraisal process for existing employees.

With no interruption to current services, the new agreement will align all subscriptions to the fiscal year, with the new modules provided at a pro-rated rate for the period of December 1, 2025 to June 30, 2026. As of July 1, 2026 all module subscriptions will be available for a full 12-month term ending on June 30, 2027. Together, this 19-month period constitutes the initial term of the new agreement.

Pricing will remain fixed for the initial term of the agreement, after which the agreement will automatically renew up to five (5) successive twelve (12) month terms with price increases capped at no more than five percent (5%) from the previous year. Either party may elect not to renew a particular subscription by providing written notice to the other party at least thirty (30) days prior to the expiration of the then current term. The agreement will automatically terminate on June 30, 2032, unless extended by both parties through a formal written amendment. The table below details the costs for the initial term and the estimates costs for the five (5) auto-renewing terms, assuming the NeoGov implements five percent (5%) increases each year.

Term	Term Dates	Cost with max 5% increases
Initial Term	12/1/2025 - 6/30/2027	$152,344.64 (19-month term)
Renewal Year 1	7/1/2027 - 6/30/2028	$102,308.57
Renewal Year 2	7/1/2028 - 6/30/2029	$107,423.99
Renewal Year 3	7/1/2029 - 6/30/2030	$112,795.19
Renewal Year 4	7/1/2030 - 6/30/2031	$118,434.95
Renewal Year 5	7/1/2031 - 6/30/2032	$124,356.70
	Total	$717,644.04

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered 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 maximum compensation for the initial term of the agreement ending on June 30, 2027 is $152,344.64. The budget for these services was included as part of the FY 2025/26 and FY 2026/27 Operating Budget. Appropriations in future years as listed in the table above will be incorporated as part of the budget development process.

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

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

RECOMMENDATION
Authorize the City Manager or designee to execute an agreement with NeoGov for an applicant tracking system and related software subscription services for an initial 19-month term ending on June 30, 2027 and five (5) subsequent auto-renewing terms (ending no later than June 30, 2032) with a maximum compensation not to exceed $152,344.64 for the initial term and $717,644.04 if all renewal terms are automatically renewed in a final form approved by the City Attorney and subject to the appropriation of funds.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. SaaS Services Agreement - NeoGov Services Between the City of Santa Clara and NeoGov

Docusign Envelope ID: DDAD26B0-CE7E-45D7-B022-615E744E6F1E

SAAS SERVICES AGREEMENT- NEOGOV SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND
NEOGOV

V011025

This agreement ("Agreement"), effective _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) with its primary business address at 1500 Warburton Avenue, Santa Clara, California and GovernmentJobs.com, Inc. (d/b/a/ NEOGOV), a California corporation, with its principal place of business located at 2120 Park Place, Suite 100, El Segundo, CA 90245 ("NEOGOV"). City and NEOGOV may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

City agrees that by placing an order through a NEOGOV standard ordering document, the terms of which shall be mutually agreed upon, such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), City agrees to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form.

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth as an Exhibit hereto made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. The Agreement is the entire agreement between the Customer and NEOGOV with respect to the Services and Customer performance, and supersedes all prior or contemporaneous negotiations, representations, warranties, with respect thereto.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service

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specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in Exhibit C, "Order Form" solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants, and applicants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

b) Subscription Term. SaaS Subscriptions shall commence on the Start Date listed in Exhibit C (Order Form) and remain in effect until June 30, 2027, , unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for up to five (5) successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. Upon completion of the fifth (5^{th}) twelve (12) month Renewal Term, on or around June 30, 2032 this Agreement will automatically terminate, unless extended by both parties through a written amendment to this Agreement.

c) The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

d) NEOGOV subscription fees shall not increase by more than 5% from the previous Term for the first five (5) Renewal Terms after execution of this Agreement. Upon completion of the fifth twelve (12) month Renewal Term, annual increases will be specified through a written amendment to this Agreement, mutually agreed upon by both NeoGov and Customer.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

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i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW), containing mutually agreed upon terms, describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof , a copy of which is attached hereto as Exhibit D,and may be subject to additional terms pursuant to a SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information, based on mutually agreed upon terms. Any additional Order Forms or SOWs for additional Professional Services not listed in this Agreement must be based on mutually agreed upon terms and authorized through a written amendment to this Agreement or execution of a separate agreement before NEOGOV shall commence work.

5. Payment Terms.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form containing mutually agreed upon terms, within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each

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Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, including the exceptions listed in Section 6(b), once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. If this Agreement is terminated due to NEOGOV's uncured material breach of its obligations under this Agreement, Customer shall be provided a prorated refund of fees paid by the Customer for the unused months remaining of the then current annual Term.

c) NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise

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specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to require Customer provide records relating to its compliance with this Agreement. Customer shall cooperate fully with such requests to verify Customer payments and accounting concerning Customer obligations under this Agreement . If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV.

8. Maintenance; Modifications; Support Services.

   a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

   b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

   c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

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d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case. Support is detailed further in the NEOGOV Service Level Warranties attached hereto as Exhibit E.

e) Limitations. Excluding those Maintenance, Modification and Support Services listed in Section 8(a), 8(b), 8(c), and 8(d), and unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV will not use Customer Data for any purpose other than the provision of Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement. NEOGOV is responsible for maintaining a backup of Customer Data and for an

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orderly and timely recovery of such data in the event of data corruption or interruption of the services provided hereunder. NEOGOV shall maintain a contemporaneous backup of Customer Data that can be recovered within the requirements in this Agreement and maintaining the security of Customer Data as further described herein. NEOGOV's backup of Customer Data shall not be considered in calculating storage used by Customer.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, or Personnel data collected, nor can Customer, Personnel data, or any Customer's users identities be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of any data NEOGOV gains access to at any time in connection with this Agreement which contains personally identifiable information. NEOGOV agrees to maintain all licenses required by state, federal, and local laws and regulatory agencies, and comply with all applicable state and federal laws, rules and regulations, as they now exist or may hereafter be amended or changed in the performance of its obligations and provision of Services under this Agreement, including but not limited to, privacy and non-discrimination laws.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data and data containing personally identifiable information. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data, Personnel data, and any personal identifiable data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers. NEOGOV will at all times ensure that NEOGOC's cloud infrastructure providers maintain compliance with industry security standards, such as SOC 2 Type II, FedRAMP, or equivalent. NEOGOV will provide the City with a copy of current security compliance reports upon request by the City.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices

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to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export in CSV or XML format by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. Notwithstanding Section 5(a), if loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

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a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, and in compliance with the California Public Records Act and the Ralph M. Brown Act. The Receiving Party shall not withhold and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding Section 12 herein, the Parties understand and acknowledge Customer is required to comply with federal, state, and local laws.

13. Equitable Relief. In the event of breach of the provisions of Section 12, prior to initiating legal proceedings, the Disclosing Party agrees to engage in good faith mediation with the Receiving Party, to be completed within sixty (60) days. The cost of mediation shall be borne by both Parties. The liability of the Receiving Party shall be limited to direct damages only. Under no circumstances shall the Receiving Party be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, business interruption, or loss of business opportunity, even if advised of the possibility of such damages. The parties agree that notwithstanding the foregoing, either party may seek equitable relief to safeguard its data or business operation without resorting to dispute resolution or mediation and any such action taken in good faith shall not be deemed a breach of this Agreement.

14. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

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b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1)
Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, , AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED, TO THE EXTENT PERMITTED BY APPLICABLE LAW BY NEOGOV.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

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15. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Customer Responsibilities (Section 3 of this Agreement).

b) NEOGOV Indemnity. To the fullest extent permitted by law, NEOGOV shall hold defend and indemnify at its own expense the Customer and its officers, officials, employees, agents, and volunteers against claims related to the violation of applicable law, employment, bodily injury, death, personal injury, or tangible property damages related to negligence or willful conduct, including losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of NEOGOV or its employees in rendering services under this Agreement: excluding, however. such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. NEOGOV's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement. For avoidance of doubt, the provisions of Section 17 (Limitations of Liability) of this Agreement are not intended to be abrogated or modified by the foregoing provisions of this Section 15.b. NEOGOV's indemnity does not extend to any loss arising from (i) the negligence or willful misconduct of any of the indemnified parties; (ii) third-party materials or Data; (iii) access to or use of the NEOGOV's materials in combination with any hardware, system, software, network, or other materials or service not provided by NEOGOV or specified for Customer's use in the Documentation; (iv) modification of the NEOGOV's Materials other than by or on behalf of NEOGOV, or with NEOGOV's written approval in accordance with NEOGOV's written specification; or (v) failure to timely implement any modifications, upgrades, replacements, or enhancements. This section sets forth Customer’s sole remedies and NEOGOV’s sole liability and obligation for any actual, threatened, or alleged claims. For the avoidance of doubt, the indemnification obligations in this Agreement apply only to claims brought by persons or entities other than the parties and their affiliates and do not apply to claims exclusively between the parties or their affiliates (which are addressed elsewhere in this Agreement).

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party’s intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. Notwithstanding Section 5(a), if these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer

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to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

16. Insurance Requirements
During the term of this Agreement, and for any time period set forth in Exhibit F, NEOGOV shall provide and maintain in full force and effect, at no cost to Customer, insurance policies as set forth in Exhibit F.

17. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA,; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST

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THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED: (I) FOR NEOGOV'S BREACH OF ITS DATA SECURITY AND PRIVACY OBLIGATIONS UNDER SECTION 10 OR NEOGOV'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15.b, FIVE TIMES (5X) THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY; AND (II) FOR ALL OTHER CLAIMS, TWO (2) TIMES THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

18. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV by Customer requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV statutory fees.

19. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, at no cost to CUSTOMER if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

20. Text Message Communications. To the extent Customer utilizes text messaging features to communicate with NEOGOV concerning the terms of this Agreement, Parties agree that NEOGOV shall not be responsible for Customer use of such features. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

21. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers, after securing Customer's written consent.

22. Force Majeure. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be extended during any period of delay caused at any time by reason of: floods, earthquakes, fires or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the Party's reasonable control; the enactment of new laws or restrictions imposed by other governmental or quasi-governmental entities preventing this Agreement from being implemented; or litigation involving this Agreement, which

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delays any activity contemplated hereunder, unless such action is brought by NEOGOV. Customer and NEOGOV shall promptly notify the other Party of any delay hereunder as soon as possible after the delay has been, or should have been, known.

23. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute an employment relationship, a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other, or joint employers of NEOGOV's employees, subcontractors, or affiliates. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

24. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form dated on or after this Agreement shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) This Agreement and incorporated documents including Exhibits and Addendums contained herein, 2) Special Conditions (if any), 3) future NEOGOV Order Forms. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services that is entered into after the Effective Date of this Agreement. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site. The Parties shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to, AI transparency laws.

25. General.

a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. 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.

b) Severability. In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

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c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

Waiver. The Parties agree that waiver by a Party 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. Customer's payment under this Agreement shall not be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

d) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

e) Assignment. The Parties 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 the Parties. For purposes of clarity, any merger, consolidation, or reorganization involving NEOGOV (regardless of whether NEOGOV is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and NEOGOV will not be obligated to secure Customer consent. . NEOGOV shall be as fully responsible to Customer for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by NEOGOV, as NEOGOV is for the acts and omissions of persons directly employed by it.

f) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

g) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

City of Santa Clara a chartered California municipal corporation	**GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Approved as to Form: Signature: _____ GLEN R. GOOGINS City Attorney Dated: Signature: _____ JOVAN D. GROGAN City Manager, City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax: (408) 241-6771	Signature: DocuSigned by: C48A2B32DE9F457... Print Name: Alex Chun Date: 10/17/2025 | 2:29:20 PM PDT

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 15(a) and the indemnification provision included in Section 20 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

Open Records. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

4. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all

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administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

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NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all

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applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE

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OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

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EXHIBIT C

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-641626	**Order #:**	Q-418970
Customer:	Santa Clara, City of (CA)	**Valid Until:**	11/30/2025
Effective Employee Count:	1,200		
Sales Rep:	Kim Goerlitz		

Customer Contact			
Billing Contact:	Santa Clara, City of (CA) Ashley Lancaster Davis	**Shipping Contact :**	Santa Clara, City of (CA) Ashley Lancaster Davis
Billing Address:	1500 Warburton Avenue Santa Clara, CA 95050	**Shipping Address:**	1500 Warburton Avenue Santa Clara, CA 95050
Billing Contact Email:	alancaster@santaclaraca.gov	**Shipping Contact Email:**	alancaster@santaclaraca.gov
Billing Phone:	408-615-2155	**Shipping Phone:**	408-615-2155

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Prorated Term:

Item	Type	Start Date	End Date	License Type	Total (USD)
Perform Subscription	Recurring	12/1/2025	6/30/2026	Employee Based	$12,758.87
Perform Setup	Services			Employee Based	$9,064.00
Employee Import Subscription	Recurring	12/1/2025	6/30/2026	Employee Based	$1,382.82
Employee Import Setup	Services			Employee Based	$6,615.00
Position Import Subscription	Recurring	12/1/2025	6/30/2026	Employee Based	$1,382.82
Position Import Setup	Services			Employee Based	$6,615.00
Attract Subscription	Recurring	12/1/2025	6/30/2026	Employee Based	$8,289.40
Attract Setup	Services			Employee Based	$8,800.00
				Prorated Term: TOTAL:	$54,907.91

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PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Annual Term:

Item	Type	Start Date	End Date	License Type	Total (USD)
Perform Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$36,453.90
Employee Import Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$3,829.35
Position Import Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$3,829.35
Attract Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$24,753.60
Governmentjobs.com Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$5,604.17
Single Sign On Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$1,527.20
Insight Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$21,439.16
				Annual Term: TOTAL:	$97,436.73

Total: | $152,344.64

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. This Order Form and the services furnished pursuant to this Order Form are subject to the Terms and Conditions set forth in the existing Servies Agreement between NEOGOV and Customer, dated _____.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

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EXHIBIT D

PROFESSIONAL SERVICES ADDENDUM

1. DEFINITIONS.

"NEOGOV Intellectual Property" shall have the meaning set forth in the Agreement.

2. PROFESSIONAL SERVICES PROVISIONS.

2.1 Description of Professional Services. NEOGOV will provide the professional services to Customer as described in the applicable Order Form and/or Statement of Work which may include the following: training, set-up, implementation, Insight consultation, and/or assessment of and best practices concerning the SaaS Applications ("Professional Services"). Professional Services for initial product implementation or new user training purchased by a new Customer must be utilized within ninety (90) days of the Go-Live date for such products. Training and assessment services purchased by Customers after the Go-Live date must be used within ninety (90) days of the applicable Order Form or SOW, provided that for training related to Insight assessment the training hours must be used within ninety (90) days of the assessment completion date.

2.2 Customer's Obligations. Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOGOV to perform the Professional Services (collectively, "Customer Cooperation"). Customer acknowledges that NEOGOV's ability to provide Professional Services as set forth herein may be affected if Customer does not provide Customer Cooperation.

2.3 Project Management. Each party shall designate a project manager who shall work together with the other party's project manager to facilitate the efficient delivery of the Professional Services.

2.4 Change Order. In order to change the description of Professional Services under a Statement of Work, Customer will submit a written request to NEOGOV specifying the proposed changes in detail and NEOGOV will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. NEOGOV will continue performing the Professional Services in accordance with this Addendum and the applicable Statement of Work until the parties agree in writing on the change in scope of work, scheduling, and fees. NEOGOV shall not be responsible for a delay in the performance of the Services resulting from such change order.

2.5 Proprietary Rights. NEOGOV shall own and retain all right, title and interest in and to the NEOGOV Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOGOV Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOGOV grants to Customer, for Customer's internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOGOV Intellectual Property solely in connection with Customer's use of the services; provided, however, that the forgoing license does not include the right to modify, reverse engineer or otherwise alter the NEOGOV Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOGOV in the Statement of Work.

2.6 Warranty. NEOGOV warrants for 90 days from the performance of any Professional Services by NEOGOV that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to NEOGOV during the relevant warranty period, and Customer's exclusive remedy and NEOGOV's entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services as warranted, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

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2.7 Acceptance. Customer must notify NEOGOV in writing within ten days of the delivery of the Professional Services that Customer believes such Professional Services are nonconforming, otherwise such Professional Services will be deemed to have been accepted by Customer. Customer's exclusive remedy and NEOGOV's entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

3. PAYMENT PROVISIONS.

3.1 Fees. Professional Services shall be provided under this Addendum at the rates set forth in the applicable Statement of Work or Order Form.

3.2 Payment Type. Unless otherwise stated in an applicable Order Form or Statement of Work, the Professional Services are provided on a fixed fee basis. Customer shall pay NEOGOV the fees stated in the applicable Statement of Work or Order Form plus all pre-approved travel and living expenses ("Expenses").

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EXHIBIT E

NEOGOV SERVICE LEVEL WARRANTIES

1. Definitions. For purposes of this Contract, the following definitions shall apply:

   a) "Non-excluded Downtime" means a period of downtime that is not Excluded Downtime.

   b) "Excluded Downtime" means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer's connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.

   c) "SaaS Application" means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.

   d) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.

   e) "Service Credit" shall means a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application

   f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.

   g) "Uptime" means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.

$$\left[\left(\frac{\text{Total -- Non-excluded -- Excluded}}{\text{Total -- Excluded}}\right)\right]$$

2. Customer Obligations. The Customer's responsibilities and obligations in support of this SLA include the following:

   a) Providing information and authorizations as required by NEOGOV for performing the Services.

   b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.

   c) Paying fees and costs as required by any master agreement or scope of work.

   d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

3. NEOGOV Obligations; Service Levels; Service Credits.

   a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

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	Target Response and Resolution Times	
Severity	**Issues/Factors Determining Severity**	**Initial Acknowledgment[1]**
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

a) Standard Service Levels/Warranty. The SaaS Application, Resolution Times and Acknowledgment Times (the "Service Levels") must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV's control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV's invoice in the year following the Downtime, unless the Service Credit is due in Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

Service Level Warranties			
Service	**Measurement**	**Service Level**	**Service Credit**
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third

[1] During standard business hours.

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			(3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees
Target Resolution Level 4	Target Resolution Time	100%	8% of monthly SaaS Application Fees
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees

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EXHIBIT F

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 claims-made policies for twenty-four (24) months following termination of the Agreement, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. The Commercial General Liability policy shall be primary to and non - contributory with insurance maintained by the City.. 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.

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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 over $50,000 must first be disclosed to the City Attorney's Office.

CYBER/PRIVACY LIABILITY

Contractor shall maintain network security and privacy liability (cyber) insurance with limits of no less than $2,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor for Services required under this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The insurance policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Any coverage containing a deductible or self-retention over $50,000 must be disclosed to the City Attorney's Office.

E.

F. 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, and employees shall be added as additional insureds..

2. This provision shall apply to any umbrella/excess liability policy.

3. Primary and non-contributing. The Commercial General Liability insurance shall be primary to and non-contributory with insurance maintained by the City.

4. Cancellation. Contractor will provide City of Santa Clara with 30 days prior notice of cancellation of the required coverages.

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G. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor will request all subcontractors performing work in connection with this Agreement to maintain insurance coverage and limits usual and customary for the product of service each subcontractor will provide. Contractor shall responsible and liable for the performance of its subcontractors.

1. 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.

2. 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.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor 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 rated AM-Best A-VII or better. 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.

I. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance on industry-standard forms evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Human Resoucres
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

J. 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- VII).

25-934 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute an Agreement with TRC Solutions, Inc. (TRC) for Electrification Rebates and Incentive Program Services for a Maximum Compensation Not to Exceed $2,935,500

BACKGROUND

The City of Santa Clara (City) adopted its Climate Action Plan (CAP) on June 7, 2022, which articulates a comprehensive strategy for achieving carbon-neutrality by 2045. The CAP sets new targets for reaching aggressive emissions reductions across five main focus areas. One focus area is buildings and energy.

The City's Electric Department, Silicon Valley Power (SVP), does not currently offer incentives for new residential construction. Incentives encourage developers to move towards all-electric buildings by reducing the additional costs associated with electrification. SVP has identified new construction electrification programs that will help to move the City towards its electrification goals, including programs that incentivize developers and encourage residents and businesses to exceed minimum construction requirements and fully embrace an all-electric building solution.

DISCUSSION

One of SVP's goals is to advance residential and commercial electrification initiatives aimed at enhancing energy efficiency and achieving significant carbon reductions. To further this mission, SVP is proposing a new building electrification program designed specifically for multifamily housing and Accessory Dwelling Units (ADUs), which will encompass both new construction and retrofit projects. This initiative targets an estimated 5,000 new dwelling units and 500 retrofits. The program will incorporate comprehensive market research, data analysis, and the development of innovative technologies. It will also include the provision of technical and design support, assisting stakeholders in exploring emerging strategies and identifying pathways for greater savings. Engaging with developers will be a central aspect of the program, featuring tailored marketing campaigns, industry educational efforts, and proactive stakeholder relationship-building. Direct outreach will be employed to maximize participation, leveraging existing developer networks and databases to bolster involvement.

To implement this program, staff recommend executing an agreement with TRC Solutions, Inc. (TRC). Pursuant to Section 2.105.280(b)(4) of Santa Clara City Code, the Purchasing Division Manager has determined that this contract is exempt from competitive bidding as the proposed services are considered unique or unusual.

TRC is uniquely qualified to deliver these services. The firm has over 14 years of experience administering residential energy efficiency programs throughout California and currently holds a

contract with the State of California to oversee statewide new residential construction programs operating within SVP's service territory. In that role, TRC partners with the California Energy Commission and Pacific Gas & Electric. This statewide platform enables TRC to facilitate and layer multiple incentives from various sources through effective coordination of electrification programs, maximizing customer benefits while minimizing costs to SVP.

While TRC was identified as uniquely qualified for this engagement, the City issued a Request for Information (RFI), which was posted on the City's e-procurement system. The purpose of the RFI was to notify the vendor community of the City's intent to enter into a sole source agreement with TRC, state the justification for the sole source, and invite vendors to submit proposals that could meet the City's requirements for the residential electrification program. There were no responses to the RFI, confirming that no other firms could meet the City's needs and justifying the sole source procurement.

The proposed agreement with TRC has a term of five years, starting on or around October 15, 2025, and ending on or around October 14, 2030. The not-to-exceed maximum compensation is $2,935,500, which includes all services, expenses, and reimbursable costs authorized under the agreement. Compensation is structured as a mix of time-and materials billing and fixed-fee payments tied to specific program administration tasks. Hourly rates are set forth in the agreement and remain fixed for the first two years, with adjustments permitted in subsequent years subject to City approval. Certain program administration activities, such as invoicing, reporting, and scheduled meetings, will be billed on a fixed-fee basis, while other tasks including program launch, customer engagement, and project management will be billed on a time-and-materials basis.

Approval of the recommendation will authorize TRC to create and implement SVP's incentive programs for multifamily housing and ADUs, which will encompass both new construction and retrofit projects from 2025 to 2030.

ENVIRONMENTAL REVIEW

The action being considered does 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

The Agreement will be a five-year contract totaling $2,935,500. This has been benchmarked against similar programs at the Sacramento Municipal Utility District and Roseville Electric and has been deemed fair and reasonable. To account for changes that may arise during the contract, staff is requesting authorization for the City Manager to increase the maximum compensation by a 10% contingency, $300,000, subject to the appropriation of funds for a revised not to exceed amount of $3,235,500.

Funding for the program is budgeted in the Public Benefits Program in the Electric Operating Grant Trust Fund. If additional budget is required to appropriate for this program, it can be brought forward in a future budget action.

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 an agreement with TRC Solutions, Inc. for Electrification Rebates and Incentive Program Services for an initial five-year term, starting on or around October 15, 2025, and ending on or around October 14, 2030, with a maximum compensation not to exceed $2,935,500 (funded by the Electric Operating Grant Trust Fund), subject to the appropriation of funds and review and approval as to form by the City Attorney; and
2. Authorize the City Manager to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) add or delete services consistent with the Agreement's scope of services, (b) adjust future rates based on market conditions, (c) increase the maximum compensation by up to $300,000 for a revised not to exceed amount of $3,235,500 over the full term of the Agreement, and (d) make de minimis modifications, subject to the appropriation of funds and review and approval as to form by the City Attorney.

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

ATTACHMENTS

1. Agreement with TRC Solutions, Inc.

EBIX Insurance No. S20004640

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TRC SOLUTIONS, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the 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 agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto 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

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 written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025 and terminate on November 30, 2030 ("Initial Term").

3. SCOPE OF SERVICES AND 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

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services in accordance with the Standard of Care and Contractor shall perform such Services under this Agreement in conformance with the specifications, requirements, and instructions upon which this Agreement is based and consistent with a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline for a project of similar size, scope, and complexity during the time which the Services are provided in the State of California ("Standard of Care"). City expressly relies upon Contractor's representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety

and the professional standard of care. 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.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is TWO MILLION NINE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED U.S. dollars ($2,935,500), 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. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in "Default" upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of

all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor. Any termination for Default under this section shall, provide Contractor at least fifteen (15) days to cure such notice, as determined by the City in its sole discretion.

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.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder, notwithstanding Contractor shall recover payment for all Services satisfactorily performed. In the case of termination pursuant to Section 7.B the City may offset from that amount the costs of any damages incurred.

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

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar

marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable Customer information, and the City's Customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of

this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party

waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation for their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

D. Notwithstanding anything to the contrary herein, to the extent any documents or material prepared or caused to be prepared by Contractor include proprietary information that is not prepared exclusively and solely for City, such proprietary information will remain the property of Contractor, but City will have unrestricted and non-exclusive rights and license to use such information. Contractor's proprietary information, includes, but is not limited to, its pre-existing documents, know-how, methodologies, techniques, processes, tools, trade secrets, logic, templates, programs, software, inventions, intellectual property, or systems utilized or developed prior to the Effective Date, or developed for work being provided to any person or entity other than City, and/or owned or duly licensed by Contractor and used in the performance of the Services and/or embedded in the documents or material prepared or caused to be prepared by Contractor, and any improvements or modifications thereto which may be developed or created by Contractor in the course of or as a consequence of performing the Services.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. 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 ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. 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.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times during normal working hours after reasonable advance written notice and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. 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 the Services.

F. Notwithstanding any terms to the contrary in this Agreement, City will have the right to review Contractor's costs only for Services performed on a reimbursable basis, in which case only costs such as labor hours, materials, and subcontractor invoices. In no event will Contractor's efficiency in performing the Services be subject to review.

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 reasonable 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. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited. Notwithstanding anything to the contrary in this Agreement, Contractor and City waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable party was advised of the possibility of such damages.

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:

TRC Solutions, Inc.
6 Executive Circle, Suite 200
Irvine, CA 92614 and by e-mail at jfunk@trccompanies.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.

[SIGNATURES ON THE FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 11/4/2025

By (Signature): _____

Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 6 Executive Circle, Suite 200 Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all materials required for the design, implementation and administration of Silicon Valley Power's (SVP) electrification program focused on increasing the total amount of all-electric new construction projects for multifamily and accessory dwelling units (ADU) and retrofit projects for multifamily buildings ("Services"). This Services include a framework to increase new construction and retrofit projects for both multifamily and ADUs by providing incentives, conducting outreach to the community, marketing the program, qualifying and managing projects, and providing building design assistance to the City of Santa Clara construction community.

1.2 Rather than compete with existing State-wide programs, Contractor shall support SVP goal to supplement and layer with existing incentive programs to increase participation by finding the level of incentive needed to move the market.

1.3 To the extent not inconsistent with this Agreement, the Contractor's proposal response dated February 10, 2025, is 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 the Contractor's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. DEFINITIONS

2.1 "Customer": Any SVP customer eligible to participate in the Program

2.2 "Participant": Any SVP Customer who has submitted an application and has been enrolled in the Program

2.3 "Program": The program contracted under this Agreement

2.4 "Project Team": The Stakeholders, as identified by the participant, directly related to a specific project

2.5 "Stakeholder": Entities with an interest in the Program and/or participating projects which could include and is not limited to: builders/developers, homeowners, tenants, contractors, energy consultants, Home Energy Rating System (HERS) raters, architects, property managers and Community Based Organizations (CBO).

SECTION 3. MULTIFAMILY AND ADU ELECTRIFICATION PROGRAM TASKS

3.1 Program Administration (Task 1) – Contractor will provide general program oversight and coordination of the program including ensuring alignment between program goals, timelines, deliverables, and execution, recommend policy updates, communicate key program policy decisions to Participants and Stakeholders, managing day-to-day operations, addressing program inquiries, supporting internal team collaboration through attendance at internal meetings, and maintaining program documentation. Task 1 comprises program administration activities, including continuous monitoring of program progress, contract and program management, reporting, invoicing, and responses to data requests.

3.1.1 Program Oversight and Management – Contractor will facilitate both regular internal meetings across Contractor's multi-disciplinary team (marketing, outreach, operations, technical review, education, IT, research and analysis) and scheduled communication/check-ins with SVP to review program progress, address challenges, identify areas for improvement, and plan upcoming tasks.

3.1.1.1 Contractor will facilitate regular internal meetings across Contractor's multi-disciplinary team.

3.1.1.2 In the first year of program design, development, launch, Contractor will conduct weekly meetings with SVP, and will transition to bi-weekly, or as agreed upon, following program launch (Task 2).

3.1.1.3 Contractor will plan, host, and facilitate, and document outcomes of the following Contractor/SVP meetings:

3.1.1.3.1 Kickoff Meeting: Contractor will host a kickoff meeting with SVP to review the contract budget, goals, deliverables, and the marketing, outreach, and education approach.

3.1.1.3.2 Quarterly Meetings: Contractor will host quarterly meetings with SVP to review program progress towards goals and budget.

3.1.1.3.3 Annual Meetings: Contractor will arrange annual meetings with SVP to review yearly progress, state of the program, and inform and develop future plans and program iterations.

3.1.1.4 Align program schedules and progress to complete required tasks within the desired timeline.

3.1.2 Reports - Contractor will provide detailed reports at the intervals specified in this section to periodically verify program progress, enrollment metrics, and ultimately deliver a final performance report. These reports will serve as tools for tracking program achievements, identifying areas for improvement, and maintaining accountability. Reports include, but are not limited to the following:

3.1.2.1 Monthly Program Report - Monthly updates on enrollment and completion numbers, application processing progress, program implementation activities, and incentive reservations and payments.

3.1.2.2 Quarterly Progress Report - Quarterly updates on program activities, including enrollment figures, milestones achieved, challenges encountered, and solutions implemented.

3.1.2.3 Final Program Performance Report - Report sent with final invoice detailing program outcomes, including project data, deemed savings totals, and Participant feedback to assess overall program effectiveness. Contractor will include a recommendation for a future program design based on outcomes of program.

3.1.3 Invoices - Contractor will deliver detailed invoices monthly as further specified in Exhibit B. This task includes a fixed price component for billing throughout the project. Invoices will account for all time and materials, fixed-price fees, and any expenses incurred during the billing period.

3.1.4 Data Requests – Contractor will provide specific data and related analysis results in response to ad-hoc requests from SVP for information not provided in the monthly report and invoice or quarterly/annual program progress meetings. Contractor will review the implementation budget with SVP to ensure sufficient budget remains to complete any additional requests.

3.1.5 Policy and Program Design Updates – To ensure timely, accurate, and consistent responses to questions, concerns, changes and exceptions from program Participants and Stakeholders. Contractor will:

3.1.5.1 Closely monitor regulatory polices to inform program design updates and ensure alignment and coordination with local, state, and federal requirements.

3.1.5.2 Use feedback from Stakeholders, SVP, and insight into the regulatory landscape as needed to propose program design updates to SVP for review and approval.

3.1.5.3 Provide as-requested technical and program design support to SVP to assist with portfolio or program updates. Examples of

requests include comparative energy modeling, technical reviews of marketing collateral, assistance with incentive setting for new code cycles, and advising on incentive changes or measure sunsets.

3.1.6 Task 1 Deliverables – As a part of Task 1, Contractor will coordinate or complete the following:

3.1.6.1 Meetings with SVP as outlined in 3.1.1.2

3.1.6.2 Kickoff meeting agenda and document discussion

3.1.6.3 Quarterly meeting agendas and document discussions

3.1.6.4 Annual meeting agendas and document discussion

3.1.6.5 Monthly enrollment and completion reports

3.1.6.6 Quarterly progress reports

3.1.6.7 Final program performance report

3.1.6.8 Monthly Invoices

3.1.6.9 Ad-hoc summaries of data request findings/analysis

3.1.6.10 Program update recommendation-documentation, as needed

3.1.6.11 Questions, changes and exception logs

3.1.6.12 Proposed updates to program design

3.2 Program Launch (Task 2) – Contractor will collaborate with SVP to prepare the program for successful rollout and implementation including the following tasks:

3.2.1 Program Management Plan (PMP) – Contractor will design and develop all necessary materials and plans to position the program to accept Participants and guide program participation and implementation. This includes designing guiding documentation that outlines program design, processes, policies, and expectations for both internal Program staff and Participants. Contractor will incorporate SVP review feedback and recommendations into program design. By the end of this phase, Contractor will have developed the program and will be fully prepared for implementation, with clear guidelines, integration into an existing programs database, and trained staff ready to implement the program.

3.2.1.1 Program Design - Contractor will outline the final program design to ensure a framework that is responsive to SVP Customer needs for SVP review and approval. Contractor will work with SVP to

confirm program design details including, but not limited to participation, eligible measures, incentive levels, and program outcomes (e.g. number of completions, education/training events delivered).

3.2.1.2 Program Execution - The PMP will include an overview of the program, KPIs, Stakeholder messaging, management approach and design methodology. The PMP will outline the program documents necessary to support Participant recruitment and program participation (e.g. website, application, factsheets, handbook, incentive request forms).

3.2.2 Customer Engagement Plan (CEP) tailored to the program's target audiences supporting Stakeholder engagement and participation through implementation. Contractor will design the CEP to outline strategies for raising awareness, building relationships, delivering education, and driving enrollment through a mix of digital and in-person outreach efforts. The CEP will guide the activities in Task 3.

3.2.3 Database Integration – Contractor will integrate and customize the program into two databases, a Customer Relationship Management (CRM) platform to track outreach, marketing and educational activities, and a proprietary program-specific database (eTRACK) to support project management of application submittals, Participant tracking, and data management.

3.2.3.1 The CRM integration will centralize communication and engagement with potential Participants, Stakeholders, and program partners. This platform will streamline outreach, marketing, and education through management of Participant interactions, strategic Customer engagement campaigns, and engagement metrics.

3.2.3.2 The CRM features functionalities such as automated follow-ups, detailed contact records, and cross functional collaboration capabilities which enable the functional teams to provide timely and personalized support to Participants.

3.2.3.3 Contractor will integrate program into their established project platform eTRACK. Contractor will leverage all capabilities previously built for Contractor's program portfolio to support program. Contractor will customize application management, project data, milestone tracking, incentive processing platform components, and tailored workflows to meet the unique needs of SVP's program. Contractor will conduct extensive testing to ensure optimal performance and functionality before deployment.

3.2.4 Program Documentation and Branding. Contractor will create comprehensive program documentation, materials necessary to support successful Customer engagement and program participation, and targeted training sessions for internal Program staff and Stakeholders, to assure that all necessary entities understand the program eligibility, design, process, and responsibilities. Contractor will submit all items to SVP for review and approval.

3.2.5 Task 2 Deliverables As a part of Task 2, Contractor will complete and supply the following to City:

3.2.5.1 Management Plan

3.2.5.2 Customer Engagement Plan

3.2.5.3 Program branding and logo

3.2.5.4 Program-branded Word and PowerPoint templates

3.2.5.5 Program website

3.2.5.6 Program application

3.2.5.7 Program overview factsheet

3.2.5.8 Program handbooks

3.2.5.9 Database integration report

3.2.5.10 Fully operational databases

3.3 Customer Engagement (Task 3) – Contractor will implement a multifaceted marketing, outreach, and Customer engagement strategy, combining best practices, incorporating electronic marketing, market research, education, direct outreach, and Customer service in order to build SVP Customer relationships, raise program awareness, support and disseminate electrification building approaches, and drive program enrollment and participation.

3.3.1 Market Analysis – Contractor will conduct comprehensive research and analysis to define current understanding of electrification approaches and program opportunities as well as education and training across the building industry in Santa Clara. Contractor will conduct data collection on industry trends, industry skill shortages, and emerging building technologies to identify precise points where education and training are most needed.

3.3.2 Program Promotion and Marketing – Contractor will develop marketing collateral and execute targeted outreach such as messaging through newsletters, email announcements, website/blog posts, and other avenues

as identified. Contractor will promote program information and education opportunities (e.g. program overview webinars, electrification or technology trainings) to raise awareness, process leads, and recruit Participants.

3.3.2.1 Contractor will collaborate with SVP to educate Stakeholders about the SVP program and the benefits of all-electric design by:

3.3.2.1.1 Maintaining communication with builders that have expressed interest in the all-electric program

3.3.2.1.2 Informing homeowners currently participating in SVP's incentive programs of the new ADU all-electric offerings.

3.3.2.1.3 Encouraging builders that have not participated in SVP programs to participate.

3.3.2.1.4 Highlighting the benefits of participating in the SVP program, including cash incentives, design assistance, and sales support and training.

3.3.2.2 Contractor will continue ongoing communications with Customers and Stakeholders through the development and recommendation of program advertisement placement, the development and distribution of program collateral such as newsletters, development and recording of webinars, attendance/sponsorship at select industry events, and working with SVP to identify projects in early planning stages. Contractor will use the City's planning and permitting department's list of existing and planned projects.

3.3.3 Direct Outreach – Contractor will provide direct outreach to key Stakeholders, including builders, developers, contractors, and energy consultants. Contractor will:

3.3.3.1 Identify primary targets for outreach efforts within Santa Clara including builders and developers planning new construction, property managers and owners for multifamily retrofit, and design teams made up of energy consultants, Home Energy Rating System (HERS) raters, and architects.

3.3.3.2 Use Contractor's existing connections to nurture future projects and support potential applicants that will qualify for the SVP program.

3.3.3.3 Conduct direct outreach to Stakeholders actively working in SVP's territory to market the program to their clients and identify potentially eligible Residential New Construction (RNC) projects, focusing on all-electric options.

3.3.3.4 Conduct outreach to retrofit contractors to educate them about retrofit program opportunities.

3.3.3.5 Engage in program participation initiatives, focusing on the existing top builders, developers, and property owners in Santa Clara.

3.3.3.6 Hold program specific webinars, electrification webinars, and in-person events to engage directly with Project Teams and assist with the first steps of enrolling into the program.

3.3.3.7 Identify program leads through industry newsletters, databases, government agencies, and the City's permitting department.

3.3.4 Educational Incentives – In order to raise awareness and further the adoption of all-electric building practices in residential building, Contractor will develop and deliver education initiatives to promote electrification and program participation including:

3.3.4.1 Employing communication channels to engage Customers and key program Stakeholders:

3.3.4.1.1 Digital and social media campaigns – Partnering with SVP, Contractor's marketing team will lay the foundation for campaigns and drive outreach efforts by generating awareness, program visibility, positioning, and promotion creating a strong program brand. The initial campaign push will include educational content creation, social media mentions, and advertising.

3.3.4.1.2 Industry event attendance – Contractor will attend industry events to promote program opportunities and maximize relationship building across multiple market actor segments supporting builders, developers, (home)owners, contractors, energy consultants, architects, and municipalities. Contractor will focus outreach events hosted by the BIA Bay Area, American Institute of Architects bay area chapter, HERS Providers, and the California Association of Building Energy Consultants (CABEC).

3.3.4.1.3 Education delivery – Contractor will assist in delivering trainings centered on knowledge and skill-building information that is essential for projects to meet the latest advancements in electrification. Contractor will conduct webinars, on demand online learning, conference calls, networking, and in-person meetings to provide targeted

content that supports entry into the program and promotes electrification. Sample topics include heat pump technology, induction cooktops, and other advanced technology adoption opportunities.

3.3.4.2 Campaigns – Targeted campaigns are key to program engagement and Contractor will rely on cross functional collaboration between its outreach, marketing, and education teams to create effective and targeted campaigns for SVP to engage program Stakeholders and drive program education and training leads. Contractor will use expertise from the outreach, marketing, and education teams to design and distribute email, social media, and advocacy campaigns to the new construction and retrofit markets in Santa Clara.

3.3.4.2.1 Contractor's outreach team will identify and connect with targeted Stakeholders by providing initial contact, community engagement, and partnership development. Contractor's outreach team will assess and understand Stakeholders' needs, employ effective communication strategies, and leverage educational materials to build strong connections.

3.3.4.2.2 Contractor's education team will develop and implement training campaigns to align with SVP program goals of program participation and awareness. This team will introduce engagement campaigns to equip Stakeholders with knowledge of the program and provide skill-based training if necessary.

3.3.4.3 CRM Technology – To streamline the planning and execution of email campaigns, webinars, and events, Contractor will leverage a task tracking CRM.

3.3.4.3.1 Contractor will assign tasks, set deadlines, and monitor progress in real-time, ensuring all team members are aligned and on schedule.

3.3.4.3.2 This organized approach will enhance collaboration, improve efficiency, and help Contractor deliver successful marketing initiatives consistently.

3.3.4.3.3 Contractor will work with SVP to set up data uploads to track payments and payment processing using SVP's 'Brillion' rebate processing tool.

3.3.5 Task 3 Deliverables: As a part of Task 3, Contractor will complete and supply the following to City:

3.3.5.1 Reporting on marketing events and activities in the monthly program report including tracking of outreach events and project recruitment success

3.3.5.2 Marketing collateral

3.3.5.3 Quarterly newsletters

3.3.5.4 Webinars

3.3.5.5 Case Studies

3.3.5.6 Outreach reports

3.3.5.7 Educational events and direct Stakeholder contacts

3.3.5.8 Technical trainings

3.4 Project Management and Implementation (Task 4) – Contractor activities under Task 4 will focus on supporting Participant projects from enrollment through incentive payment.

3.4.1 Design Assistance – Contractor will provide one-on-one targeted design assistance, either virtually or in-person, for Project Teams that are participating in, or are interested in enrolling in the Program to increase the likelihood of participation, ensure compliance with program requirements, and promote electrification adoption.

3.4.1.1 Contractor's technical review and research/analysis staff will deliver tailored assistance to identify and prioritize opportunities for all-electric designs, and deeper energy savings. This support will evaluate cost-effective strategies that reduce the projects' modeled energy usage while promoting electrification and ensuring program compliance.

3.4.2 Project Enrollment – Contractor will review and verify that all information associated with a project's application is complete and aligns with the requirements for each project type (e.g. new construction vs retrofits).

3.4.2.1 Contractor will complete a thorough technical review of each project to ensure that the project complies with the program's technical requirements for each project type.

3.4.2.2 After Contractor completes technical review of a project, Contractor will officially enroll projects in SVP program to reserve incentives.

3.4.2.3 To inform program progress and reporting, Contractor will maintain contact with each Project Team during project construction.

3.4.2.4 To monitor construction schedules, document project progress, and understand potential changes, Contractor will conduct quarterly check-in emails and pipeline site visits with applicants during construction.

3.4.3 Completion and Verification – Contractor will review incentive request forms, implement quality assurance protocols, and conduct field verifications.

3.4.3.1 Contractor will accept and review incentive request forms, which projects will submit upon construction completion. Contractor will employ a quality assurance/quality control protocol to confirm construction completion and accurate project data.

3.4.3.2 Contractor will communicate with the Project Team regarding the status of the incentive request and advise when additional information is needed.

3.4.3.3 Contractor will perform 100% desktop review of completed projects, as well as conduct on-site field verification for at least 10% of completed dwelling units.

3.4.4 Database Management – Contractor will use its proprietary database tracking system as the primary, day-to-day project tracking and program management tool to securely track and manage information for the SVP program. Contractor will customize this system to meet SVP's program needs.

3.4.4.1 Contractor's tracking system is structured by hierarchical data associations allowing for the grouping of multiple attributes to roll up into a single entity.

3.4.4.1.1 Contractor will use features to analyze both single projects and portfolio overviews.

3.4.4.1.2 Contractor will assign multiple measures to a project, multiple projects to a site, and multiple sites to a parent project or company.

3.4.4.1.3 Contractor will customize the data elements on the project and measure level and validate to meet the reporting requirements of SVP.

3.4.4.2 Database Maintenance – Contractor will maintain and manage the database and update the system with necessary data points, as needed to track pertinent project details.

3.4.4.2.1 Contractor will maintain the database and ensure access to the latest technology and updates.

3.4.4.2.2 Contractor will manage Customer relationships efficiently, with real-time data synchronization and secure cloud storage.

3.4.4.2.3 Contractor can scale its CRM capabilities, as needed.

3.4.4.3 Data Points and Documentation – Contractor will add project level elements for market analysis and overall project management.

3.4.4.3.1 Contractor will develop distinct milestone tracks by project type (new construction, retrofit) with unique operational practices and workflows that differentiate between custom and deemed projects. This will enable Contractor to track, monitor, and evaluate the progress of all projects, as well as the overall efficiency and Customer experience of the program.

3.4.4.3.2 Contractor will track the key components of program influence such as measure identification, proposed options, Customer initiation, energy savings and incentives, Customer's decision-making process, and total number of outreach attempts.

3.4.4.3.3 Contractor will provide the necessary values and calculations to support measure analysis. Contractor will collect the data for each project and only transfer Personally Identifiable Information (PMI) through secure data transfer channels (i.e. FTP).

3.4.5 Task 4 Deliverables - As a part of Task 4, Contractor will complete and supply the following to City:

3.4.5.1 Summary of design assistance activities for each recipient project, documented in monthly program report

3.4.5.2 Project enrollments documented in monthly program report

3.4.5.3 Project completions documented in monthly program report

3.4.5.4 Summary of pipeline visits documents in monthly program report

3.4.5.5 Verification site visit reports

3.4.5.6 Greenhouse gas reduction and energy savings reporting

SECTION 4. PROGRAM GOALS

4.1 The program goals are an estimate of total program accomplishments over the Term.

4.2 Savings Goals. Contractor based savings estimates are based on California Technical Forum (CALTF) approved workpapers, specific to Santa Clara's Climate Zone, and conservative assumptions for measure specifications and uptake. As projects begin to enroll, Contractor will update these goals based on trends in actual enrolled projects.

TABLE A2 – Savings Goals

SAVINGS TYPE	TOTAL SAVINGS
Avoided Therms	54,600
Added kWh	460,500
kWh[e]	1,248,300

kWh[e]: kWh equivalent of the combined Avoided Therms and added kWh load based on BTU equivalency.

$$\left(Avoided\ Therms * \frac{29.3kWh}{Them}\right) + Added\ kWh = kWhe$$

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 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES.

2.1 Rates. Except for those Services authorized at fixed price, Contractor shall 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 two (2) years of the Agreement.

2.3 Rate Changes.

2.3.1 Rate Increase. Contractor shall notify the City ninety (90) days in advance of any proposed rate changes such as, but not limited to, addition of labor classifications.

2.3.2 Rate Changes. Rate changes adding or modifying the rates in Appendix B1 to Exhibit B shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 Any rate changes 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. Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. 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, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

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 parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for 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 shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice 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 Sufficient detail for City to verify (a) that the charges are in accordance with this Agreement and (b) that rates listed in Appendix B1 are charged.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice upon completion of the specific fixed price service as listed in Table B3 and subject to the following:

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number and Invoice Period.

3.2.1.2 Detailed information on the Services performed.

3.2.2 With regard to fixed price payments, Contractor shall invoice each task for each period in full. Contractor shall not separate fixed price 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 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.

3.6 Payment. If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment.

3.7 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered. The rates applicable for the Services are listed below in Table B2 (Labor Rates) and Table B3 (Task 1 Fixed Fee Schedule).

1.2. Contractor shall invoice for Fixed Fee Task 1 Items listed in Table B3 monthly and such invoices shall only be submitted upon completion of the corresponding work.

1.3. In cases where services are required but rates are 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, B2, or B3 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B.

TABLE B1 – IMPLEMENTATION BUDGET

TASK	PAYMENT STRUCTURE	COST
Task 1: Program Administration	T&M - $370,000 Fixed Fee - $320,500	$ 690,500
Task 2: Launch	T&M	$ 300,000
Task 3: Customer Engagement	T&M	$ 925,000
Task 4: Project Management/Implementation	T&M	$1,020,000
TOTAL		**$2,935,500**

TABLE B2 – LABOR RATES

Program Title	Hourly Rates Effective Nov. 1, 2025	Hourly Rates Effective Nov. 1, 2026	Hourly Rates Effective Nov. 1, 2027	Hourly Rates Effective Nov. 1, 2028	Hourly Rates Effective Nov. 1, 2029	Hourly Rates Effective Nov. 1, 2030
Principal	$310	$322	$335	$349	$363	$378
Senior Director	$286	$297	$309	$322	$335	$348
Director	$266	$277	$288	$299	$311	$323
Senior Project Manager	$223	$231	$241	$250	$260	$270
Project Manager III	$196	$203	$211	$220	$229	$238
Project Manager II	$176	$183	$190	$198	$206	$214
Project Manager I	$162	$169	$175	$183	$190	$198
Project Associate III	$145	$150	$156	$163	$169	$176

Program Title	Hourly Rates Effective Nov. 1, 2025	Hourly Rates Effective Nov. 1, 2026	Hourly Rates Effective Nov. 1, 2027	Hourly Rates Effective Nov. 1, 2028	Hourly Rates Effective Nov. 1, 2029	Hourly Rates Effective Nov. 1, 2030
Project Associate II	$134	$140	$145	$151	$157	$163
Project Associate I	$123	$128	$133	$138	$144	$150
Project Assistant	$109	$114	$118	$123	$128	$133
Intern	$83	$87	$90	$94	$97	$101

TABLE B3 – TASK 1 FIXED FEE SCHEDULE

TASK 1 ITEM	QUANTITY	FIXED FEE	BUDGET
Monthly Invoicing and Reporting	60	$3,000	$180,000
Launch	1	$10,000	$10,000
Quarterly Review Meetings	19	$4,500	$85,500
Annual Adjustment Meeting	5	$9,000	$45,000
		Total Task 1 Fixed Fee	$320,500

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 maintain in full force and effect during the period of the Agreement, at its sole cost and expense, the following insurance:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01, including bodily injury, property damage, contractual liability, products and completed operations, and personal and advertising injury. Policy limits are subject to review, with limits not less than:

   $1,000,000 Each Occurrence,
   $2,000,000 General Aggregate,
   $2,000,000 Products/Completed Operations Aggregate, and
   $1,000,000 Personal Injury.

2. Limits may be satisfied in combination with excess/umbrella policies on a following form basis.

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 not less than $1,000,000 combined single limit per accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance as required by statute and employer's liability with limits not less than $1,000,000 per employee, accident, and disease.

D. PROFESSIONAL LIABILITY

Professional Liability Insurance appropriate to the Contractor's profession and scope of work under the Agreement, with limits not less than $3,000,000 per claim and aggregate. Coverage must apply to acts, errors or omissions of Contractor, its contractors, subcontractors and subconsultants. Any policy inception date, continuity date, and/or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage for a period no less than three (3) years after completion of the services provided under this Agreement.

E. OTHER INSURANCE PROVISIONS

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are to be covered as additional insureds on the Contractor's commercial general liability policy, including ongoing and completed operations, and auto liability policies in respect to liability arising out of Contractor's work for City. This provision shall apply to any excess or umbrella liability policy.

2. Primary and non-contributing. For any liability arising from the scope of services under this Agreement, the Contractor's insurance coverage shall be primary and non-contributory with any coverage maintained by the City or Indemnitees.

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.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation, non-renewal, or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation.

4. Qualifying Insurers. All of the insurance companies providing insurance for Contractor shall maintain, and provide written proof of, an A. M. Best

rating of at least A- VII or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives and shall be authorized to conduct business in the State of California.

5. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the deductible or retention. Payment of such deductibles and self-insured retentions are the sole responsibility of the Contractor. To the extent Contractor elects to self-insure, subject to City's approval, such self-insurance shall in no way limit the liabilities assumed by Contractor in this Agreement, including but not limited to City's status as an additional insured or Contractor waiving its rights of recovery or subrogation.

6. Contractor's Property. Contractor is solely responsible for the repair or replacement of Contractor's personal property and equipment, whether owned or non-owned, used during Contractor's work. The City shall have no responsibility to insure or cover the cost to repair or replace Contractor's personal property or equipment, regardless of cause of loss.

7. Waiver of subrogation. Contractor hereby grants to City a waiver of any right to subrogation for itself or which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. This provision shall not apply to professional liability insurance.

8. Evidence of Insurance. Contractor shall provide proof of insurance compliance on an approved Acord or equivalent form signed by the insurer or an authorized agent of insurer (s) and including the policy endorsements required herein, such as additional insured, waiver of subrogation, and notice of cancellation. Upon City's request, 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 – Electric Dept.
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

9. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

10. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City shall be entitled to broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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 Services includes the right to charge City 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.

25-1117 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Services with Utility Data Contractors, LLC to Provide all Professional Services to Upgrade Silicon Valley Power's Geographic Information System, for a Maximum Compensation Amount Not-to-Exceed $1,596,900, to be Funded by Silicon Valley Power

BACKGROUND

The City's Electric Utility, Silicon Valley Power (SVP), currently utilizes a Geographic Information System (GIS) developed by Environmental Systems Research Institute, Inc. (Esri). This system helps SVP manage assets, plan infrastructure, analyze data, and response to outages. To maintain vendor support and modernize the GIS, SVP must complete three related upgrades:

ArcGIS Pro

SVP's existing platform, ArcGIS Desktop (ArcMap), is an older 32-bit system. Esri has released ArcGIS Pro, a modern 64-bit platform that uses a modern service-based industry-specific data model with enhanced functionality. Because ArcMap will no longer be supported after March 1, 2026, SVP must upgrade to ArcGIS Pro. This upgrade will allow SVP to perform faster and more advanced data analysis, work more efficiently with very large datasets, use integrated 2D and 3D mapping for clearer visualization, and take advantage of better integration with other GIS tools and services.

ArcFM Editor XI

SVP also uses ArcFM 10.8.1, a software extension developed by Schneider Electric to expand SVP's GIS capabilities. To remain supported and compatible with the ArcGIS Pro upgrade, SVP must migrate from ArcFM 10.8.1 to ArcFM Editor XI.

ArcFM Mobile

As part of this transition, SVP plans to implement ArcFM Mobile, which will give both field and office staff access to real-time data and tools. With ArcFM mobile, staff will be able to access and update asset information in real-time, perform inspections and manage work orders more efficiently, collaborate seamlessly between field and office teams, work offline with full access to maps and records, and use advanced functions such as network tracing, digital markups, and field data collection.

Together, these upgrades will modernize SVP's GIS system, ensure continued vendor support, and provide staff with improved tools for asset management, infrastructure planning, and outage response.

DISCUSSION

Pursuant to City Code Section 2.105.140(c), a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value".

RFP 23-24-81 was issued through the City's e-procurement system to solicit proposals from qualified firms to perform the required GIS upgrades for SVP. Four responsive proposals were received from the following firms:

- Arini Geographics, LLC
- iSpatial Techno Solutions Inc
- TRC Solutions, Inc
- Utility Data Contractors, LLC (UDC)

A three-member evaluation panel, consisting of staff from SVP's Asset Management Division and Support Services Group reviewed and scored the proposals. The panel applied the evaluation criteria and weights published in the RFP, including experience, technical capability, and cost. Following evaluation, the panel determined that the proposal from UDC provided the best value and fully met the requirements of the RFP.

The proposed agreement with UDC provides for all professional services required to complete the GIS upgrades, including:

- Migration of SVP's Geometric Network to the Utility Network
- Installation and configuration of ArcGIS Pro, ArcFM Editor XI, and ArcFM Mobile
- Data migration from the current GIS system to the new Utility Network model
- Design and implementation of the new Utility Network architecture
- Training and knowledge transfer for SVP staff
- Technical documentation, testing, and deployment support
- Hypercare support following go-live

The term of the agreement is approximately two years, through July 3, 2028. Compensation will be on a fixed-fee basis, with payments tied to the successful completion of key project deliverables, including system design architecture, production environment, and support services after go-live. Travel costs will be billed separately as an additional expense. Table 1 provides a summary of the cost.

Table 1 - Cost Summary

Cost Element	Total
Professional Services	$1,408,056.45
Estimated Travel Costs	$38,836.00
Contingency	$150,007.55
Maximum Compensation	$1,596,900.00

Ongoing software support after project completion will not be part of this agreement. Instead, software maintenance, updates, and technical support will continue to be covered under SVP's existing licensing agreements with Esri (for ArcGIS Pro and Utility Network) and Schneider Electric

(for ArcFM Editor XI and ArcFM Mobile).

ENVIRONMENTAL REVIEW

The proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

The maximum compensation under the proposed Agreement with Utility Data Contractors, LLC (UDC) is $1,596,900. The proposed amount includes a contingency of $150,007.55. Sufficient funds 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.

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 an agreement with Utility Data Contractors, LLC (Agreement) to provide all professional services to upgrade Silicon Valley Power's Geographic Information System, for a term ending on July 3, 2028, with a maximum compensation not-to-exceed $1,596,900, to be funded by the SVP Operating or Capital Fund; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the Agreement including negotiating and executing future amendment(s) to (1) add or delete services associated with the services, (2) extend the term as needed to complete the project, and (3) make de minimis changes, provided that the total maximum compensation does not exceed $1,596,900, subject to 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. Proposed Agreement for Services with Utility Data Contractors, LLC

EBIX Insurance No. *S200005651

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND UTILITY DATA CONTRACTORS, LLC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Utility Data Contractors (UDC), a Colorado limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the 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 agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto 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

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 January 5, 2026 and terminate on July 3, 2028.

3. SCOPE OF SERVICES AND 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

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor’s representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. 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.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and materials provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **ONE MILLION FIVE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED DOLLARS ($1,596,900),** 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. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors;

(iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, 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.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder.

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

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the (1) City's individually identifiable customer information, (2) the City's customer usage data and financial data, and (3) all City data to be migrated under this Agreement.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals..

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose**.**

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the

Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or

destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Contractor shall implement and maintain technical and organizational measures to protect City's Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in accordance with the highest industry standard and applicable law. Contractor shall adopt and maintain throughout the Term such security measures to encrypt City's Customer Data and other Confidential Information of City; to help ensure ongoing confidentiality, integrity, availability and resilience of the Services; to help restore timely access to City Confidential Information following an incident; and for regular testing of the effectiveness of Solution security. Contractor shall update or modify its data security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services. Contractor shall ensure compliance with its data security measures described herein by its Representatives to the extent applicable to their scope of performance. Without limiting City's remedies and notwithstanding anything to the contrary in this Agreement, Contractor shall immediately investigate and remediate any accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of City's Confidential Information and take such actions as required by City in connection therewith.

I. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City’s discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor’s sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on

any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. 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 ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. 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.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section

discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. 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 the Services.

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:

Utility Data Contractors, LLC
82 Inverness Dr. E, #A1
Englewood, CO 80112
and by e-mail at dpeaslee@udcus.com and contracts@udc.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.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

UTILITY DATA CONTRACTORS, LLC
a Colorado limited liability company

Dated: 09/24/2025
By (Signature): _____
Name: Hamid R Akhavan
Title: CEO
Principal Place of Business Address: 82 Inverness Dr East Bldg A1
Email Address: hamid@udcus.com
Telephone: (414) 915-8973

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary professional and technical support services to develop and implement a plan to upgrade Silicon Valley Power's (SVP) current ArcGIS/ArcFM Desktop environment to ArcGIS Pro/ArcFM Editor XI platforms to allow for the expansion of capabilities, streamline data management and workflows, and to migrate the existing data to the new software ("Project"). The Project includes:

1.1.1 Migrating the data from the Geometric Network (GN) to the Utility Network (UN).

1.1.2 Deploying the ArcGIS Professional (ArcGIS Pro) within ArcGIS Enterprise Professional environment.

1.1.3 Implementing ArcGIS Enterprise Professional and ArcFM Editor XI (ArcGIS Server and Portal).

1.1.4 Implementing Arc/FM Mobile application.

1.2 The following table outlines the transition from the current to the new system:

Old System	**New System**	**Provided By**
Geometric Network (GN)	Utility Network (UN)	Contractor (design and implementation) City (hardware and software licenses - ESRI and Schneider Electric)
ArcGIS/ArcFM Desktop environment software	ArcGIS Pro/ArcFM Editor XI Software	City software licenses - ESRI and Schneider Electric)
	ArcGIS Enterprise Pro (ESRI)	City (software licenses-ESRI)
	ArcGIS Pro (ESRI)	City (software licenses-ESRI)
	ArcFM Editor XI (Schneider Electric)	City (software licenses-Schneider Electric)
	Geodatabase Manager (GDBM) XI (Schneider Electric)	City (software licenses-Schneider Electric)
	ArcFM Mobile XI (Schneider Electric)	City (software licenses-Schneider Electric)

1.3 Contractor shall provide comprehensive professional services for on-premises deployment of ArcGIS Pro within ArcGIS Enterprise Professional environment. The design shall ensure robust security measures and adhere to industry best practices for cybersecurity, disaster recovery, and optimization of ArcGIS

Enterprise, ArcGIS Pro, ArcFM Editor XI, and ArcFM Mobile with redlining capability on iPad devices offering both connected and disconnected access to the system.

1.4 To the extent not inconsistent with this Agreement, the City's RFP 23-24-81 (including subsequent updates) and Contractor's proposal response dated August 28, 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 the RFP 23-24-81 or Contractor's proposal), the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

2.1 Phase I – Planning / Implementation Plan

2.1.1 Contractor shall prepare an Implementation Plan and approach for upgrading the ArcGIS/ArcFM environments and migrating data from the current GN to the new UN, that includes:

2.1.1.1 A full assessment of the current utility GIS data, integrations, applications, and business processes and practices.

2.1.1.2 Coordination with SVP staff and other City departments.

2.1.1.3 Evaluation of existing utility data and potential issues that could impede or complicate migration to the UN.

2.1.1.4 Identification of missing data elements required for the UN.

2.1.1.5 Recommendations for software applications, best practices, and tools required for migrating data to the UN.

2.1.1.6 Recommendations on how to perform data cleanup.

2.1.1.7 Recommendations on GIS data corrective actions that may be required before, during, and after the migration to the UN data model.

2.1.1.8 Identification of areas where the UN can enhance or streamline processes, increase efficiency, and improve operations.

2.1.1.9 A data migration plan.

2.1.1.10 ArcFM Mobile application.

2.1.1.11 The implementation plan shall clearly include:

2.1.1.11.1 Tasks and objectives.

2.1.1.11.2 Contractor and SVP responsibilities and staffing requirements.

2.1.1.11.3 Server(s) specifications and requirements.

2.1.1.11.4 Data migration plan.

2.1.1.11.5 Backup management.

2.1.1.11.6 Implementation schedule.

2.1.1.11.7 Testing & acceptance.

2.1.1.11.8 Training plan.

2.1.1.11.9 Project schedule in Microsoft Project format.

2.2 Phase II – Implementation

2.2.1 Contractor shall perform the following implementation services:

2.2.1.1 Configuration and deployment of development, test, and production environments for the UN and various software applications.

2.2.1.2 Configuration to support data editing workflows.

2.2.1.3 Data cleanup based on the findings of the evaluation in Phase I.

2.2.1.3.1 Contractor shall identify any issues related to GIS data before, during, and after the migration to the UN data model.

2.2.1.3.2 Contractor shall provide assistance to City staff to resolve any issues with data migration, as may be required.

2.2.1.4 On-premises configuration of hardware and servers for the development, test and production environments.

2.2.1.5 Data migration, installation and configuration.

2.2.1.6 Testing.

2.2.1.7 End user administration training.

2.2.1.8 Help desk support and support tracking during implementation phase.

2.2.2 Once the ArcGIS Pro, ArcFM Editor XI, ArcFM Mobile, and UN deployment are complete, Contractor shall provide training on managing services and backup management.

2.2.2.1 Contractor shall provide training for administration and utilization of the system to the SVP Assets Management Group (AMG) and other end-users.

2.2.2.2 Contractor shall provide separate training for the ArcFM Mobile app for field service crews, AMG , SVP Systems Support Group (SSG), and other end-users as identified by SVP.

2.2.3 Installation, Testing and Acceptance / Application Development and Configuration

2.2.3.1 Contractor shall configure the software to meet SVP's functional and performance requirements, including multiple user environments, all interfaces (internal and external), and security environment.

2.3 Phase III – Deployment

2.3.1 Setup Requirements

2.3.1.1 Contractor shall setup the following products according to ESRI and Schneider Electric best practices:

2.3.1.1.1 ArcGIS Enterprise

2.3.1.1.2 ArcGIS Pro

2.3.1.1.3 ArcGIS Utility Network

2.3.1.1.4 ArcGIS Server

2.3.1.1.5 ArcFM Editor XI

2.3.1.1.6 ArcFM Mobile.

2.3.1.2 Contractor shall follow best practices for cybersecurity, reliability, and performance in the system set-up.

2.3.1.3 Contractor shall be on site for the duration of the system setup. Remote access to SVP servers will not be allowed.

2.3.2 Transfer of Control

2.3.2.1 Contractor must complete setup of on-premises ArcGIS Pro with ArcGIS Enterprise, and turn over the management, maintenance, and ownership to SVP after completion of required testing & training.

2.3.3 Required Functionality:

2.3.3.1 Audit Function: The software applications shall provide a complete audit trail for SVP's use. The audit trail, at a minimum, shall include the information needed to establish what events occurred, and when, and what person or system caused those events to occur. Such an event record shall have a date and timestamp for the event, the user ID associated with it, the program or command that initiated the event, and the result.

2.3.3.2 Multiple User Access: The software applications shall be able to accommodate multiple users with varying levels of access, such as administrators, supervisors, engineers, project managers, operations staff, and field crew.

2.3.3.3 User Administration: SVP system administrators shall have the ability to add, modify, and remove user access, including the ability to assign roles to users, or groups, to control the user's level of access to the software and any other components as necessary.

2.4 Implementation Support Services

2.4.1 Scheduled Downtime, Application Maintenance and Upgrades

2.4.1.1 Scheduled downtimes require two (2) weeks advance notification and approval from SVP's SSG. Maintenance must occur on weekends, City holidays, or at a designated down period when the software usage is at a minimum.

2.4.1.2 Contractor shall assist SSG in providing a test environment for Quality Assurance/Quality Control (QA/QC) throughout the duration of the Project.

2.4.1.2.1 Contractor must conduct and test software programming changes and maintenance activities in the test environment prior to deployment to the production environment.

2.4.1.2.2 Contractor must refresh the test environment from the production environment daily or as needed.

2.4.1.2.3 The test environment must be accessible to authorized SVP staff.

2.4.1.3 During project development and implementation activities, Contractor shall provide and perform updates to the software as they are released. This includes installation and support of updates.

2.4.2 Training

2.4.2.1 Contractor shall provide training to SVP staff (approximately 15-20 individuals) in the operation of the software applications, including application functions and any procedures that are unique to job functions. The training shall be provided on-site at an SVP-designated training facility/area.

2.4.2.2 Contractor shall develop and implement a detailed training plan for SVP system administrator staff (Train-the-Trainer), for the operation of all administrative processing functions. The Train-the-Trainer training plan may encompass a combination of classroom, small-group, and hands-on training in the use of the software and all related policies and procedures.

2.4.2.3 The training for SVP end-users shall be completed prior to the go-live date.

2.5 Documentation

2.5.1 Contractor shall provide detailed application manuals and procedures manuals in an electronic format. The manuals shall be routinely updated throughout Project implementation. Manuals and procedures must include, but not be limited to:

2.5.1.1 Detailed user manuals explaining each component of the software applications.

2.5.1.2 Functional manuals tailored to the administrative user, explaining the processes that are related to the functional roles of the user(s).

2.5.1.3 Contractor will provide a customized web portal with messaging capability to display pertinent, ongoing system-wide information and training.

2.6 Support and Support Tracking

2.6.1 For the duration of the Project, Contractor shall provide an online ticketing system that will allow SVP to submit tickets for bugs and questions. The ticketing system will allow SVP to set a severity level and provide a detailed description of the concern and upload images. Contractor will provide a dashboard for an overview of questions and the age of the request.

2.6.2 Contractor's online ticketing system shall provide:

2.6.2.1 Monitored ticketing support

2.6.2.2 Monitored email support

2.6.2.3 Remote assistance using Remote Desktop and a Virtual Private Network where available

2.6.3 Contractor will be available during regular business hours, between 8:00 a.m. to 5:00 p.m. Monday through Friday, Pacific Time (PT). During these hours, SVP may call the Contractor's account representative or project manager.

2.6.4 Account Management

2.6.4.1 Contractor shall identify a project manager or account representative position(s) to provide customer service and technical support.

2.6.4.2 The project manager or account representative is to be available during standard business hours via email and telephone. Standard business hours are defined as 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday.

2.6.5 Contractor shall provide a defined escalation procedure through the help desk for emergency support.

2.7 Application Security Requirements

The following requirements apply to all software, applications, or technology platforms used by Contractor in performance of the Services.

2.7.1 Secure Application Platform

2.7.1.1 The software and Contractor must support deployment of host server and database security patches and service pack updates within one week of patch release. Software and Contractor must support new operating system versions within six months of release. Software security vulnerabilities must be remediated via the development, testing, and timely release of security patches by the Contractor within fifteen (15) days of a vulnerability being identified.

2.7.1.2 The software must be a technology that has been in use for at least two years and from which most initial faults and inherent problems have been removed with updates available for identified security vulnerabilities. These patches must be installed within one week.

2.7.2 User Authentication

2.7.2.1 Password(s) must meet SVP's security protocols and requirements.

2.7.2.2 Secure Authentication.

2.7.2.2.1 All authentication requirements for SVP accounts (User/Admin/Remote) must meet National Institute of Standards and Technology (NIST) SP 800-53 SC-8/SC-13 guidelines at minimum. No unencrypted (plain text) authentication data is authorized on SVP information systems or applications.

2.7.2.2.2 NIST SP 800-122 will be the standard for protecting sensitive data.

2.7.2.2.3 All encryption requirements must meet NIST (Federal Information Processing Standards) FIPS 140-2 requirements. This includes but is not limited to user and administrator authentication activity and additional security measures, such as limiting access by IP

address, as required. NIST documents can be found by visiting https://www.nist.gov/.

2.7.2.3 Auditing and Logging.

2.7.2.3.1 The software must log all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the software.

2.7.2.3.2 Logs must include the User ID of the user that is generating the transaction, time of the transaction, and details regarding the activity (e.g., logon, logoff, or data details).

2.7.2.3.3 The system should support interoperability and centralized logging and Security Information and Event Management (SIEM) technologies.

2.7.3 Compliance with Organization's Security Policy, Standards and Procedures

2.7.3.1 All Contractor personnel, including subcontractors that work directly in, or from SVP facilities are subject to and required to follow SSG's guidelines for software packages, as follows:

2.7.3.1.1 There shall be no cloud-based processes or storage for utility data/utility drawings.

2.7.3.1.2 Vendors will not have administrative access to the system.

2.7.3.1.3 Servers will be managed solely from within SSG. The platform may be managed by users.

2.7.3.1.4 Non-administrators of the server will not have direct access to the server itself. Users will have access to the services provided by the server.

2.7.3.1.5 The platform should be Active Directory (AD) compliant and manageable.

2.7.3.1.6 No scripting languages will be exposed or used by users for this system to operate.

2.7.3.1.7 The platform must run on a currently supported operating system.

2.7.3.1.8 The platform will not use outdated software and must be able to update when security patches become available, or vulnerabilities have been identified.

2.7.4 Information Technology Standards

2.7.4.1 Applications should support industry standard methods for the encryption of sensitive data in transit to/from the host/server system, storage subsystem, and client computer, such as secure versions of Secure Sockets Layer (SSL), Transport Layer Security (TLS), or secure File Transfer Protocol (FTP).

2.7.5 Location of Services

2.7.5.1 No resources or facilities located outside of the continental United States may be utilized to perform the services, without prior written consent of SVP.

SECTION 3. WORK PLAN

3.1 Project Initiation and Management

3.1.1 Contractor and SVP project teams shall participate in a kick-off meeting to review and finalize key aspects of the Project, including but not limited to:

3.1.1.1 Project team roles, responsibilities, and expectations for Contractor and SVP.

3.1.1.2 The Project work plan with services to be performed and associated deliverables.

3.1.1.3 Task assumptions and dependencies.

3.1.1.4 Project schedule.

3.1.1.5 Communications, such as workshop scheduling coordination, project status reporting, key points of contact, issue tracking, action item management, and project governance framework.

3.1.1.6 Risk and issue reporting methodology including any known risks and mitigation plans, respectively.

3.1.1.7 Identification and adoption of any additional work products into the agreed upon list of deliverables.

3.1.1.8 Review of methodology and adoption topics to ensure a cohesive and streamlined approach.

3.1.2 Workshops - Project Initiation

3.1.2.1 Project Kick-Off Meeting.

3.1.3 Deliverables - Project Initiation

3.1.3.1 Project Management Documentation.

3.2 Operational Change Management

The scope and depth of operational change management services will be identified during the various phases of the Project to align with SVP's specific requirements. The level of involvement and specific service activities outlined below shall be included, and may be adjusted as needed during the various stages of the Project (development, test, and production) in order to meet SVP's project goals and objectives:

3.2.1 Training Plan

Contractor shall create a training plan outlining the essential training required to facilitate the successful deployment and maintenance of the new system. The training plan will, at minimum:

3.2.1.1 Include a training schedule that is designed to minimize the gap between training sessions and system deployment.

3.2.1.2 Minimize disruptions to SVP 's production activities.

3.2.1.3 Include regular reviews with the SVP project team and be updated as needed.

3.2.2 Customized Training Programs

3.2.2.1 Contractor shall provide customized training for SVP personnel based on ESRI and Schneider Electric products.

3.2.2.1.1 Training for core software products will be provided from the software vendors, ESRI and Schneider Electric (Subcontractors).

3.2.2.1.2 Contractor shall provide specific Train-the-Trainer sessions for editing and mobile workflows.

3.2.2.1.3 Contractor shall provide online, and/or pre-recorded demonstrations as part of the training plan.

3.2.2.2 The training program shall be developed with coordination between Contractor and SVP project teams.

3.2.2.3 The training shall target specific user groups to enhance effectiveness, including data maintenance users, field users, and enterprise users using web applications.

3.2.2.4 Contractor will include the following documents with the training programs:

3.2.2.4.1 ArcGIS Pro Utility Network Management Training Document.

3.2.2.4.2 ArcFM Editor XI and GDBM XI Training Document.

3.2.2.4.3 ArcFM Mobile XI Training Document.

3.2.3 Train-the-Trainer

3.2.3.1 Contractor shall lead the planning and creation of training materials, and ensure materials are provided ahead of scheduled sessions.

3.2.3.2 Contractor will tailor Train-the-Trainer sessions to the needs of each user group, based on SVP data, focusing on workflows specific to SVP user groups.

3.2.3.3 Contractor's Train-the-Trainer sessions will highlight the differences between current mapping workflows and the new UN maintenance workflows.

3.2.4 Technical Knowledge Transfer

3.2.4.1 Contractor shall conduct technical knowledge transfer training for SVP's AMG and SSG, to ensure SVP staff is well-equipped to support the system after deployment. The training will include:

3.2.4.1.1 ArcGIS Pro/ArcFM Editor XI/GDBM XI

(i) Editing

(ii) Utility Network Management

3.2.4.1.2 ArcFM Mobile XI

(i) Basic Viewing

(ii) Red Lining

(iii) Tracing

3.2.5 Deliverables -Operational Change Management

3.2.5.1 Training Plan

3.2.5.2 ArcGIS Pro Utility Network Management Training Document

3.2.5.3 ArcFM Editor XI and GDBM XI Training Document

3.2.5.4 ArcFM Mobile XI Training Document

3.2.5.5 Onsite Train-the-Trainer sessions

3.3 DESIGN SYSTEM ARCHITECTURE

3.3.1 Determine Strategy

After the Project Kick-Off Meeting, Contractor shall establish a system architecture strategy for the Project, utilizing a series of workshops with SVP project team to discover current state conditions, capture future state requirements, and verify details to gain alignment

3.3.1.1 Discovery Requirements

3.3.1.1.1 Contractor shall submit request for current state documentation pertaining to current architecture diagrams and system usage metrics.

3.3.1.1.2 Contractor shall conduct discovery workshops with SVP project team. The workshops shall include the following topics in the business architecture:

(i) Business Architecture

(ii) Technology Architecture

(iii) Information Architecture

(iv) Availability Architecture

(v) Security Architecture

(vi) Integration Architecture

(vii) Application Architecture

3.3.1.2 Draft Requirements Traceability Matrix (RTM).

3.3.1.2.1 Using the information complied during each discovery workshop in Section 3.3.1.1.2, Contractor shall create a draft RTM based on the future state requirements. The RTM is intended to capture SVP's requirements, to seek common alignment, and expose unanticipated gaps.

3.3.1.2.2 Each RTM shall be in the form of a Microsoft Excel spreadsheet and will contain both functional requirements (FR) and non-functional requirements (NFR) specific to system architecture.

3.3.1.2.3 For each FR and NFR in the RTM, Contractor shall include:

(i) Unique requirement identifier

(ii) Title

(iii) Description

(iv) Source

(v) Related architecture types

(vi) Corresponding use cases (justifications)

(vii) Scope inclusion or exclusion

3.3.1.2.4 Contractor shall submit the draft RTM to SVP project team for review and feedback. Contractor will conduct a meeting to review the RTM to discuss the feedback.

3.3.1.2.5 Contractor shall make any necessary revisions to the FRs and NFRs based on the feedback in the RTM review meeting and submit the final RTM document to SVP project team.

3.3.2 Create Solution

3.3.2.1 The system architecture aspects of the Project work will continue with determining a solution. Contractor shall develop the future state system architecture, through development of a technical specification, confirming that the design and sizing meet SVP requirements, and providing a formal recommendation of the proposed solution.

3.3.2.2 Based on the information learned during the workshops above and the in-scope requirements, Contractor shall create a set of nine (9) draft future state system architecture design diagrams (also referred to as system views). The following details are to be incorporated into each of the nine (9) system views:

3.3.2.2.1 System Context View. A high-level visualization of how the major GIS system components will interact with one another and with integrating systems.

3.3.2.2.2 Use Case View. Covers some of the most critical business threads through Unified Modeling Language (UML), based on cases to demonstrate how the system will support business scenarios.

3.3.2.2.3 Logical View. Presents next-level detail between major system components through UML sequence diagrams to identify key

interfaces and requirements that will fulfill operational requirements.

3.3.2.2.4 Software View. Depicts the technologies and strategies that will be implemented as part of the overall system.

3.3.2.2.5 Data View. Contains a low-level visualization of the major operational databases (including detailed schema and storage information), data marts, data lakes, and data warehouses relevant to the GIS system components, integrating systems, and the exchange of data that will occur between them.

3.3.2.2.6 Network View. Encompasses a low-level visualization of the inbound and outbound network traffic that will occur between each of the GIS system components as well as with integrating systems.

3.3.2.2.7 Single Point of Failure (SPOF) View. Will describe the various aspects of the overall system that represent a single point of failure to highlight the system's weakest links.

3.3.2.3 Contractor shall continue the process of envisioning the future-state system architecture by generating draft system sizing details based on system load estimates, encompassing server and desktop hardware, and software configurations based on current and anticipated usage patterns.

3.3.2.3.1 The initial system sizing for development and test environments will be generated with the future production environment in mind.

3.3.2.3.2 Initial system sizing will be revised based on input from SVP based on lower environment expectations and any other identified limitations.

3.3.2.4 Contractor shall develop a draft System Architecture Design Specification (SADS) for City review. The draft will demonstrate how the future state system architecture will meet the City's requirements and will contain system sizing

and deployment pattern details pertaining to hardware, software, integrating systems, and business processes.

3.3.2.5 Contractor shall conduct a diagram (system review) and SADS review meeting with City to confirm the system design. After the meeting, Contractor shall revise the system views and SADS and submit to City.

3.3.3 Recommend Design

3.3.3.1 Contractor shall conduct a system design review meeting with City to discuss final deliverable feedback and make a recommendation of a path forward in terms of future state system architecture.

3.3.4 Deliverables - Design System Architecture

3.3.4.1 Draft Requirements Traceability Matrix

3.3.4.2 Final Requirements Traceability Matrix

3.3.4.3 Draft SADS and diagrams

3.3.4.4 Final SADS and diagrams

3.4 Install and Configure ArcGIS Landscape

3.4.1 After the future state system architecture design is approved, SVP SSG shall provide, and set-up required hardware (infrastructure) based on the recommended specifications.

3.4.2 Contractor shall use a phased approach in its deployment strategy for installation and configuration of the UN related software, including all ArcGIS Enterprise components, across development, test, and production environments. The approach will be designed to minimize downtime and ensure a seamless transition.

3.4.3 Development Deployment – Contractor shall install and configure ArcGIS Server, Portal for ArcGIS, ArcGIS Data Store, and ArcGIS Web Adaptor in the development environment:

3.4.3.1 Contractor shall validate configurations and identify potential issues specific to the ArcGIS Enterprise ecosystem.

3.4.3.2 Contractor shall replicate the process in the QA environment to ensure all components integrate correctly.

3.4.4 Production Deployment. Contractor shall leverage automated scripts and containerization technologies to efficiently install and configure ArcGIS Enterprise components.

3.4.4.1 Contractor will migrate critical systems during off-peak hours, with comprehensive rollback plans in place for each ArcGIS component.

3.4.4.2 Contractor shall implement deployment strategy for zero downtime upgrades of ArcGIS Enterprise, that allows for instant rollback if needed.

3.4.5 Contractor shall maintain close communications with SVP project team and provide real-time status updates to ensure minimal disruption to SVP operations.

3.4.6 ArcGIS Enterprise component installation: Contractor shall perform the following:

3.4.6.1 Deploy ArcGIS Server on multiple machines for distributed processing.

3.4.6.2 Install Portal for ArcGIS for web-based collaboration.

3.4.6.3 Setup of ArcGIS Data Store for data management.

3.4.6.4 Configure ArcGIS Web Adaptor for integration with existing web server.

3.4.7 Configuration of ArcGIS Enterprise: Contractor shall perform the following:

3.4.7.1 Set-up of Portal for ArcGIS, including the creation of initial administrator accounts and configuration of security settings.

3.4.7.2 Each ArcGIS Server instance shall be configured with a unique machine name and registered with applicable license and federated to Portal for ArcGIS to create a robust, scalable site.

3.4.7.3 ArcGIS Data Store will be configured and registered with Portal to ensure seamless data management. The integration aspects in this configuration phase will involve federating the GIS Server sites with Portal for ArcGIS, configuring enterprise-wide security settings including authentication methods and SSL certificates, and setting up high availability

for critical components, as required by the approved specifications.

3.4.8 Contractor shall conduct thorough testing to verify that all components are communicating correctly. Testing shall include, at minimum, publishing and accessing of services across all servers, and performing load testing to ensure proper distribution of processing across the GIS servers.

3.4.9 Throughout the process, Contractor shall maintain comprehensive documentation of the setup, including server roles, IP addresses, specific configurations, and detailed diagrams of the various environments.

3.4.10 Contractor shall implement and test backup and recovery procedures for all ArcGIS Enterprise components to ensure data recoverability.

3.4.11 After the ArcGIS Enterprise has been installed, configured and tested, Contractor will install and configure the following applications:

3.4.11.1 ArcFM Editor XI

3.4.11.2 Geodatabase Manager XI (GDBM XI Electric)

3.4.11.3 ArcFM Mobile XI

3.4.12 Deliverables - Design System Architecture

3.4.12.1 Development Environment

3.4.12.1.1 Installed and configured ArcGIS Enterprise, ArcFM Editor XI, and GDBM XI

3.4.12.1.2 Installed and configured commercial off-the-shelf (COTS) ArcFM Mobile XI Electric Distribution/Electric Transmission (ED/ET)

3.4.12.2 Test Environment

3.4.12.2.1 Installed and configured ArcGIS Enterprise, ArcFM Editor XI and GDBM XI

3.4.12.2.2 Installed and configured COTS ArcFM Mobile XI ED/ET

3.4.12.3 Production Environment

3.4.12.3.1 Installed and configured ArcGIS Enterprise, ArcFM Editor XI and GDBM XI

3.4.12.3.2 Installed and configured COTS ArcFM Mobile XI ED/ET

3.5 Discovery Requirements - Data Migration and Workflow Review

3.5.1 Conduct Current Workflow and Data Review

Contractor shall host a series of workshops with SVP Project Team to evaluate business object flow between systems, integration patterns employed, interfaces and payloads to/from GIS, data flows, and protocols used in each scenario. The results will be used to produce a gap analysis that identifies any gaps in the current systems, services, scripts, or integrations related to the transition to the UN. The gaps in capability or functionality related to the implementation of the UN will drive the design and development efforts. Current workflow and data topics shall include:

3.5.1.1 Review current electric transmission and distribution editing workflows

3.5.1.2 Review current integrations

3.5.1.3 Review current data model

3.5.1.4 Review current web and mobile applications

3.5.2 Conduct Initial Data Migration Iteration

3.5.2.1 Perform development migration. Contractor shall collaborate with SVP project team through all the Initial data migration iteration tasks to ensure that the data model review progresses in line with expectations.

3.5.2.2 Assess Current State Data. To assess the current state data, contractors shall, at minimum:

3.5.2.2.1 Perform data preparation

3.5.2.2.2 Conduct data modeling

3.5.2.2.3 Conduct a target data analysis using automated evaluation and manual evaluation processes of the electric distribution and electric transmission data.

3.5.2.2.4 Align the current database schemas with the features and characteristics of the ESRI UN electric distribution and electric transmission models.

3.5.2.3 Create and configure ArcGIS Pro Projects. Within the development environment, Contractor shall create and configure a core ArcGIS Pro project for data editing for each electric distribution and electric transmission source commodity.

3.5.2.4 Data Cutover Planning. Contractor shall collaborate with SVP to build a cutover strategy for each commodity. The plan may be revised throughout the Project. Key considerations for the cutover plan include:

3.5.2.4.1 Detailed data migration steps

3.5.2.4.2 Identification of responsible parties for Production data migration

3.5.2.4.3 Timing

3.5.2.4.4 Dependencies

3.5.2.5 Review Data Assessment Results. Contractor shall facilitate separate workshops for electric distribution and electric transmission to review the assessment results.

3.5.2.5.1 Review data issues found and the recommended mitigation for resolution.

3.5.2.5.2 Document missing data elements and data quality issues that must be resolved prior to migration in the Database Readiness Assessment Report.

3.5.2.5.3 Recommend and document pre-migration data enhancements to streamline future data workflows and optimize performance.

3.5.2.6 Conduct Data Remediation and Check Point. Contractor shall review the dataset, with a focus on error/check type and will:

3.5.2.6.1 Document the findings for review with the SVP project team.

3.5.2.6.2 Coordinate with the SVP project team on correction rules as well as schedule and timeline.

3.5.2.6.3 Create a work package to perform the data corrections and remediation in a session within the GIS by a GIS Specialist. Once edits are completed any available QA/QC routines will be executed. The session will then be sent to another GIS Specialist for a QA/QC audit.

3.5.2.6.4 Contractor shall provide notification that the session has been completed and passed. The notification shall include a summary of each error type and the correction outcome.

3.5.3 Future Workflow Reviews.

In tandem with development migration activities, Contractor shall conduct Future Workflow Workshops with SVP project team to inform the finalization of workflow requirements, identification of gaps, and exploration of opportunities. Topics of these workshops shall include:

3.5.3.1 Future ArcFM Editor XI and GDBM XI Workflows

3.5.3.1.1 Future electric distribution editing workflows

3.5.3.1.2 Future electric transmission editing workflows

3.5.3.2 Future Mobile ArcFM XI Workflow

3.5.3.3 Future data and integrations

3.5.3.3.1 Review future integrations

3.5.3.3.2 Review future data models

3.5.4 Draft Requirements

After completing the discovery requirements in Sections 3.5.1 through 3.5.3, Contractor shall prepare a comprehensive set of requirements documentation and review with SVP project team. The requirements documentation shall, at minimum, contain the following:

3.5.4.1 A documented review of the current GIS data management practices and workflows, including data editing, processing, publishing, and sharing.

3.5.4.2 Recommended approach for migrating and editing workflows from ArcMap with Attribute Assistant to ArcGIS Pro with Attribute/Topology Rules.

3.5.4.3 Recommendations for software and processes required for ongoing data quality assurance and quality control.

3.5.4.4 Recommendations for initial and future Utility Network data management practices including:

3.5.4.4.1 Web services for editing, publishing, viewing, and sharing Utility Network data.

3.5.4.4.2 Database administration.

3.5.4.4.3 Nightly scheduled automated data processing workflows, backups, and synchronization.

3.5.5 Workshops – Discovery Requirements

3.5.5.1 Review current electric distribution and transmission editing workflows.

3.5.5.2 Review current integrations.

3.5.5.3 Review current data models.

3.5.5.4 Review current web and mobile Applications

3.5.5.5 Meeting series: Current Electric Distribution and Transmission Data Model Questions.

3.5.5.6 Review electric distribution and transmission data assessment results with SVP project team.

3.5.5.7 Review future electric distribution and transmission ArcFM Editor XI and GDBM XI workflows.

3.5.5.8 Review future ArcFM Mobile XI workflows.

3.5.5.9 Review future integrations.

3.5.5.10 Review future data models.

3.5.6 Deliverables – Discovery Requirements

3.5.6.1 Data assessment documents.

3.5.6.2 Preliminary electric distribution and transmission data cutover plan.

3.5.6.3 Preliminary electric distribution and transmission asset package, Utility Network Database and Map Package.

3.5.6.4 ArcFM Editor XI and GDBM XI workflow solution requirements documentation.

3.5.6.5 ArcFM Mobile XI requirement documentation.

3.5.6.6 Integration requirements documentation.

3.5.6.7 Updated data models (schema mapper).

3.6 Design Applications

During the Design Applications task, Contractor shall create a comprehensive set of documentation necessary for a successful UN implementation, including both the data and applications tracts.

3.6.1 Draft/Update ESRI/ArcFM Editor XI Application Design

Contractor shall perform an evaluation designed to align the ESRI and ArcFM Editor XI tools with SVP workflows and use cases, utilizing the development environment to drive needed discussions. Items to address in creation of the ESRI ArcGIS Pro, ArcFM Editor XI and GDBM XI Application Design Documentation may include, but are not limited to:

3.6.1.1 How the core ArcGIS Pro, ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI tools address the requirements identified in workshops.

3.6.1.2 How the ArcGIS Pro application workflows are different from existing ArcGIS workflows:

3.6.1.2.1 ArcFM Editor XI

3.6.1.2.2 GDBM XI

3.6.1.2.3 Projects vs MXDs

3.6.1.3 Utility Network

3.6.1.3.1 Advanced Functionality (attribute rules, associations, etc.)

3.6.1.3.2 Data Structure (tiers, connectivity, etc.)

3.6.1.3.3 Branch versioning

3.6.1.3.4 Archiving

3.6.1.4 Database properties

3.6.1.5 ArcGIS Enterprise/Portal

3.6.1.6 ArcGIS Online Map Viewer versus Map Viewer

3.6.1.7 ArcGIS Dashboards

3.6.1.8 ArcFM Tenant

3.6.1.9 ArcFM Mobile

3.6.2 Draft Update ArcFM Mobile XI Design Documentation

Contractor to perform an evaluation designed to align the ArcFM Mobile XI tools with SVP workflows and use cases, utilizing the development environment to drive needed discussions. Items to address in the creation of the Draft ArcFM Mobile XI Design documentation may include, but are not limited to:

3.6.2.1 How the ArcFM Mobile XI tools address the requirements identified in workshops:

3.6.2.1.1 Tracing

3.6.2.1.2 Location Search

3.6.2.1.3 Red lining

3.6.3 Integration Design

3.6.3.1 Contractor shall conduct a gap analysis, based on the results of the discovery activities in Section 3.5, to identify any gaps in the current systems, services, scripts, or integrations related to the transition to the UN.

3.6.3.2 Any identified gaps in capability or functionality related to the implementation of the Utility Network are to be included in the design and development discussions.

3.6.3.3 Contractor shall evaluate opportunities to adopt integration patterns or upgraded systems that support current and future-state architectures, reducing reliance on customizations, auto-scaled workload processing, and more active, event-driven system interfaces reducing the use of passive integrations where appropriate.

3.6.3.4 Contractor shall work with SVP project team to provide an upgrade, replacement, or enhancement plan that will:

3.6.3.4.1 Reduce the need for future rework of these integrations or systems.

3.6.3.4.2 Capitalize on the current development cycle to adopt more efficient, current, or enhanced versions, protocols, or capabilities.

3.6.3.4.3 Coordinate the refactoring of existing interfaces or the design of new interfaces as determined in the system evaluation workshop and review.

3.6.3.4.4 Consolidate interfaces where possible aligning input/output operations through a single service structure to reduce development and future maintenance costs.

3.6.3.5 Contractor shall coordinate the design, development, testing, data handshakes, and release activities of all adjusted or new components deployed. Critical to the success of refactored or updated components will be re-establishing the baseline synchronization of shared data objects persisted across multiple systems. Data handshake planning and activities are to be included throughout the design, development, pre-Production migration, and deployment tasks to reduce the occurrences of orphan records in any of the integrated systems.

3.6.4 Workshops – Design Applications

3.6.4.1 Review design documents with SVP project team.

3.6.5 Deliverables - Design Applications

3.6.5.1 Finalized ArcFM Editor XI and GDBM XI workflow solution application design.

3.6.5.2 Finalized ArcFM Mobile XI design documentation.

3.6.5.3 Finalized integration design documentation.

3.7 Finalize Production Scope

3.7.1 Using information obtained for the various workshops, development migration and prototypes, Contractor shall develop a implementation plan and timeline for both the data migration and application(s).

3.7.2 The implementation plan and timeline shall include:

3.7.2.1 A full schedule

3.7.2.2 Budget

3.7.2.3 Resource plan using all elements from the design phase

3.7.3 Deliverables - Finalize Production Scope

3.7.3.1 Production Release Schedule/Scope Documentation

3.8 Build and Configure Applications

Contractor shall configure and build the upgraded GIS environment in the development environment parallel with the test data remediation and migration efforts.

3.8.1 Configure Core ArcGIS Pro, ArcFM Editor XI and GDBM XI. Contractor shall configure the core components. Configuration will involve publishing electric distribution and electric transmission Map Services, Feature Services, and ArcGIS Pro Projects, including core symbology.

3.8.2 Configure Attribute Rules and Auto-updaters. Contractor will build and configure the necessary attribute rules, or Auto-updaters, to replace existing functionality. Any replacement requiring customization shall be identified in the integration design activities in Section 3.6.

3.8.3 Configure ArcFM Mobile XI Application. Contractor shall configure ArcFM Mobile XI Application, operational maps, and services, to include:

3.8.3.1 Basic searches

3.8.3.2 Tracing

3.8.3.3 Red lining

3.8.4 Deliverables - Build and Configure Applications

3.8.4.1 Configured Core ArcGIS Pro, ArcFM Editor XI, and GDBM XI for electric distribution and electric transmission

3.8.4.2 Configured Mobile ArcFM Mobile XI application

3.8.4.3 Configured attribute rules/auto-updaters

3.8.4.4 Updated ESRI application design documentation

3.8.4.5 Updated integration design documentation

3.9 Promote to Test Environment

3.9.1 Contractor shall perform the following activities to test data migration. The same approach shall be applied to both electric distribution and electric transmission models. There shall be two iterations to ensure that the promotion process is effective, and that the errors in the data mitigation have been resolved to move to the UN without disruption:

3.9.1.1 Contractor shall run its migration tool (HEIDE) using the revised Schema Mapper and load the resulting asset package into the UN. Contractor will evaluate the results for further details on any issues identified, including investigating any new dirty areas that are identified by this exercise. Contractor will then categorize and analyze the issues and define any required mitigations.

3.9.1.2 Validate the subnetworks created by the migration, including but not limited to associations, containments, subnetwork controllers and terminal connectivity.

3.9.1.3 Run the necessary post-processing tools as dictated by the data modeling and development migration reviews of UN errors.

3.9.1.4 Collaborate with SVP project team to apply any of the findings to the data.

3.9.1.5 Use a combination of automated and manual methods to ensure successful migration and configurations.

3.9.2 Update ArcGIS Pro, ArcFM Editor XI and GDBM XI Configurations.

3.9.2.1 Contractor will assess the initial core ArcGIS Pro Project configurations, including ArcFM Editor XI and GDBM XI workflows as needed, to establish a new baseline.

3.9.3 Conduct Data Acceptance Testing

3.9.3.1 After the database undergoes a test migration, Contractor will proceed to Data Acceptance Testing (DAT), a critical task where SVP project team will review and validate the migrated data.

3.9.3.2 If the data is found to be unacceptable during DAT, Contractor will provide an additional mitigation planning task and a second iteration of test migration which will be handled through the Project governance process established in Section 3.1.1.5.

3.9.3.3 Following DAT, at the data migration checkpoint, Contractor will address cutover planning. Contractor will continue to update the preliminary data cutover plan (part of the Discovery Requirements task in Section 3.5) to incorporate any new dependencies resulting from resource availability, integrations requirements, and business needs.

3.9.4 Promote ArcFM Mobile XI and Web Applications

3.9.4.1 Contractor will promote all web maps, services, and configuration to the test environment for ArcFM Mobile XI and ensure that all required functionality is working accordingly before user acceptance testing (UAT) begins.

3.9.5 Conduct Data Migration Checkpoint

3.9.5.1 The data migration checkpoint is the final decision point to move forward to the Production data migration and is intended to allow SVP project team an opportunity for a Go/No-Go Decision related to Production implementation.

3.9.5.2 Contractor shall provide SVP project team with a checklist of all database requirements certified as complete prior to the final migration.

3.9.5.3 Additional key considerations for SVP include:

3.9.5.3.1 Data processing and UN build times for migration

3.9.5.3.2 Ongoing database maintenance post go-live

3.9.5.3.3 Pre and post data mitigation errors and remediation

3.9.5.3.4 Pre and post UN errors for each tier

3.9.6 Workshops – Contractor will conduct test migration including:

3.9.6.1 Review electric distribution and transmission results

3.9.6.2 Conduct data acceptance testing in coordination with SVP

3.9.6.3 Conduct data migration check point

3.9.6.4 Go/No-Go Meeting

3.9.7 Deliverables - Conduct Test Migration

3.9.7.1 Data migrated to test environment

3.9.7.2 Test environment successfully deployed

3.9.7.3 Updated schema mapper

3.10 Create Test Cases and Conduct Testing

3.10.1 Contractor will execute thorough testing procedures in alignment with Project requirements. The test plan will provide an overarching framework for testing activities throughout the project lifecycle, outlining the overall testing approach, objectives, and schedule. These will include:

3.10.1.1 Contractor will work with SVP staff to create a test plan, test cases, and test scripts for each testing iteration to conform to the new environment.

3.10.2 Guided by the test plan, each testing iteration, including development testing, and UAT, will include:

3.10.2.1 Test execution

3.10.2.2 Issue management

3.10.2.3 Defect resolution

3.10.3 Testing activities will occur concurrently with the Build & Configure Applications and Pre-Production Migration tasks.

3.10.4 Specific assignments for testing tasks will be determined based on project requirements and staffing considerations in collaboration with SVP project team.

3.10.5 Throughout the testing process, Contractor will log, track, and prioritize software defects using an appropriate tracking system.

3.10.6 Development Testing

3.10.6.1 Contractor and SVP staff shall conduct unit testing to evaluate its work in isolation using predefined unit test scripts. This activity will serve as a foundational step, allowing Contractor to assess component operations and ensure alignment with project requirements. Test cases and scripts will be created during this activity through collaboration with Contractor and SVP staff.

3.10.6.2 Following unit testing, Contractor and SVP staff shall conduct functional testing shall focus on verifying technical and business functions outlined in project requirements. This activity will be executed by following predefined test scripts.

3.10.7 Support User Acceptance Testing (UAT)

3.10.7.1 Once all data and applications are migrated to the test environment as well as functionally tested by Contractor, the UAT activity begins. This step represents the final assessment before Production deployment, during which all system functionalities are validated.

3.10.7.2 SVP project team will execute the UAT scripts, with support from Contractor. This process entails two rounds of UAT, each round followed by a fix and redeploy activity, culminating in a smoke test of the applied fixes. Each round of UAT will be conducted after each iteration.

3.10.8 Deliverables - Create Test Cases and Conduct Testing

3.10.8.1 Test plan and test cases.

3.10.8.2 Round 1 UAT test results.

3.10.8.3 UAT cases complete and approved.

3.10.8.4 Updated cutover documentation.

3.11 Deployment to Production Environment

3.11.1 Contractor shall work with SVP project team to move the application and data through the QA and production environments after the Application Configuration and Build Phase is completed.

3.11.2 The QA environment is the final stage prior to production deployment. The final UAT and DAT will be completed in this environment.

3.11.3 The release to production will be executed following the final UAT for both applications and data, and will include all application, configuration, data, and integrations necessary to perform the final shift to the new system.

3.11.4 Contractor will work with SVP project team to deploy the solution and data through the Project environments (development, test, and production).

3.11.5 Contractor and SVP project teams will work collaboratively to build the deployment strategy across all phases of the project. This will include moving data, applications, and integrations throughout the project lifecycle.

3.11.6 Contractor and SVP project teams will develop a robust deployment plan that includes all critical components to effectively manage the complicated process of deploying the enterprise data and solutions. Contractor will review release tasks and dependencies to make sure all items have been addressed. Considerations shall include:

3.11.6.1 Detailed Release Steps

3.11.6.2 Responsible Parties

3.11.6.3 Timings

3.11.6.4 Dependencies

3.11.7 Successful releases are repeatable. Contractor shall ensure the release process includes as much automation as possible through leveraging:

3.11.7.1 Automated code builds/continuous integration

3.11.7.2 Script configurations

3.11.7.3 Script data model changes or implementation of common tools

3.11.7.4 Documented step by step instructions for manual steps

3.11.8 Conduct Production Migration.

Contractor will apply the same approach to both the electric distribution and electric transmission commodities. There will be two iterations to make sure that that promotion process is as effective as possible, and the data mitigation has resolved the errors necessary to move to the UN without disruption. The following activities will be included in the approach to production migration:

3.11.8.1 Contractor will work with SVP project team to demarcate SVP's work order posting and any other edits to SVP's Production GIS.

3.11.8.2 Contractor will run its HEIDE migration tool using the revised schema mapper and load the resulting asset package into the UN. Contractor will evaluate the results for further details on issues, including investigating any new dirty areas that are identified by this exercise. Contractor will categorize and analyze the issues and then define any required mitigations.

3.11.8.3 Contractor will validate the subnetworks created by the migration, including but not limited to associations, containments, subnetwork controllers and terminal connectivity.

3.11.8.4 Contractor will run the necessary post-processing tools as dictated by the data modeling and development migration reviews of utility network errors, and work with SVP project team to apply any of the findings to the data.

3.11.8.5 Contractor and SVP project team will work to ensure the successful migration and configurations using a combination of automated and manual methods.

3.11.9 Update ArcGIS Pro, ArcFM Editor XI and GDBM XI Configurations.

3.11.9.1 Contractor will assess the initial core ArcGIS Pro Project configurations, including ArcFM Editor XI and GDBM XI workflows as needed, to establish a new baseline, recognizing the importance of maintaining and updating these configurations to ensure their continued effectiveness.

3.11.10 Promote ArcFM Mobile XI and Web Applications

3.11.10.1 Contractor will promote all web maps, services, and configurations to the production environment for ArcFM Mobile XI.

3.11.11 Conduct Data Migration Checkpoint

3.11.11.1 The data migration checkpoint is an important consideration from the perspective of end user performance, Production data migration risk management and mitigation, and long-term maintenance of the UN. This is the time for SVP project team to make the Go/No-Go decision related to Production implementation.

3.11.11.2 Contractor shall provide SVP project team with a checklist of all database requirements certified as complete prior to the final migration. Additional key considerations for SVP project team include:

3.11.11.2.1 Data processing and UN build times for migration.

3.11.11.2.2 Ongoing database maintenance post go-live.

3.11.11.2.3 Pre and post data mitigation errors and remediation.

3.11.11.2.4 Pre and post UN errors for each tier.

3.11.11.3 Deliverables - Production Cutover

3.11.11.3.1 Electric distribution and transmission asset package successfully loaded to production environment.

3.11.11.3.2 Web Services and ArcGIS Pro, ArcFM Editor XI and GDBM XI configured for editing.

3.11.11.3.3 ArcFM Mobile XI configured and deployed.

3.11.11.3.4 Production released.

3.12 Hypercare Support

3.12.1 Upon completion of the Production deployment of each commodity, Contractor shall provide remote support over a period of up to 30 days, starting from the date of the Production deployment completion.

3.12.2 Support will be provided during normal business hours, Monday through Friday from 8:00 AM to 5:00 PM PST.

3.12.3 SVP shall request support from the Contractor's Help Desk team using the methods described in Section 2.6.

3.12.4 If the allocated budget for support (see Table B2) is depleted within the 30 days, any additional allocation or support hours will be subject to additional costs and will require prior approval from City using the process in Section 4.

3.12.5 Contractor shall make SVP aware of the status of the allocated support budget and provide notification to SVP if the budget amount is nearing depletion within the 30 days.

3.12.6 Deliverables - Post-Production Support

3.12.6.1 Finalized electric distribution data cutover plan.

3.12.6.2 Finalized electric transmission data cutover plan.

3.12.6.3 30 days Hypercare Post-Production Support.

SECTION 4. SERVICE CHANGE REQUESTS (SCR)

4.1 During the performance of the Services, changes to the Services may be necessary to address unanticipated requirements.

4.2 Either the Contractor or City may propose an SCR. The proposed SCR shall be documented in writing and describe:

4.2.1 The nature of the change.

4.2.2 The reason for the change.

4.2.3 The impact on schedule.

4.2.4 The impact on cost, if any.

4.3 The City's designated Project Manager shall have authority to review and approve SCRs, provided that the maximum compensation authorized under the applicable Purchase Order is not exceeded and the SCR does not materially alter the terms of the Agreement, except to modify the scope of Services.

4.4 Upon the City's Project Manager's written approval, Contractor shall proceed with the change. If the SCR exceeds the maximum compensation of a Purchase

Order, City will review and issue a revised Purchase Order, if appropriate. All approved SCRs shall be incorporated into the Services.

SECTION 5. PURCHASE ORDER ISSUANCE AND ADDITIONAL SERVICES

5.1 General Requirement

All Services under this Agreement must be approved by the City prior to commencement of work, and must be authorized through a valid Purchase Order issued by the City. Contractor shall not perform any Services without such authorization. No Purchase Order or cumulative Purchase Order shall exceed the maximum compensation of the Agreement. All issued Purchase Order shall be incorporated the Agreement.

5.2 Additional Services

“Additional Services” means any services requested by the City that are not expressly included within the scope of Services but are related or necessary for their completion. Additional Services may include, but are not limited to, configuration and implementation and post-implementation support and other related services necessary to complete the project. Prior to commencing any Additional Services, Contractor shall submit a proposal outlining the Additional Services to be provided, an estimate for labor and materials, and the proposed maximum fee. The City shall approve all Additional Services in writing. Such services shall be billed at either the rates set forth in Exhibit B, if applicable, or at a fixed price mutually agreed upon by the Parties. Once approved in writing by the City, these Additional Services shall be incorporated into the Agreement and deemed part of the Services without requiring a formal amendment or SCR. Contractor shall provide these approved Additional Services.

SECTION 6. TECHNICAL ASSUMPTIONS

6.1 Except for those items required to be submitted via eBuilder pursuant to Section 6, email transmittal will be sufficient for document deliverable submission.

6.2 Only core ESRI attribute rules, Auto-updaters and symbology will be used for migration. Any additions to the Project scope will be handled through the project governance process established in Section 3.1.1.

6.3 SVP shall provide Contractor with access to the necessary environments and the data required to perform the work without performance issues.

6.4 SVP shall allow Contractor to install its HEIDE tool on the SVP desktop environment.

6.5 SVP shall be responsible for all software installation media, licensing, and hardware required to support the Project.

6.6 SVP will assist in the identification and coordination of key stakeholders for project initiation meetings and ensure that the required project stakeholders attend scheduled workshops and meetings.

6.7 SVP will provide Contractor with existing documentation as necessary.

6.8 SVP will maintain open communication and collaboration with Contractor during the Post- Production support period for effective issue resolution.

6.9 SVP will be responsible for performing Data Acceptance Testing.

6.10 The scope of the proposed system architecture services is limited to activities and deliverables pertaining to system design for the Utility Network. System architecture services related to system monitoring, performance assessment, and tuning, or any other topics outside the realm of system design are out of scope.

6.11 Although Contractor will discuss a limited set of cloud topics as part of the Discovery workshops, the system design services defined throughout this Project will only consider on-premises components/environments and do not include cloud as part of the future-state system architecture.

6.12 SVP will support the Discovery workshops by providing subject matter experts who are knowledgeable in the current-state GIS and familiar with future-state GIS requirements.

6.13 SVP will not withhold information vital to the success of system architecture activities or the accuracy of system architecture deliverables. Contractor will not divulge sensitive system architecture information to organizations outside the project or without SVP's authorization.

6.14 SVP will review deliverables, as well as provide related feedback and approvals, within the time durations prescribed by the proposed project schedule.

6.15 A total of three separate GIS environments (development, test, and production), each with their own integrating system counterparts, will exist within the SVP Information Technology ecosystem once the Utility Network goes live.

6.16 SVP will work with their ESRI Customer Service Representative to determine eligibility and quantities needed for licensing and user roles as well as identifying software purchases and future ongoing costs.

6.17 The Project scope described in Sections 1 through 3 above exclusively addresses the design of applications, web viewers, dashboards, and integrations. It does not

include any development, coding, or implementation activities associated with these components.

6.18 Contractor will provide specific train-the-trainer sessions around editing and mobile workflows. Contractor shall not provide SVP with training for core software (ESRI and Schneider Electric products).

6.19 SVP will be responsible for managing security, patching, software updates, maintaining uptime, and performance for all applications other than GIS and Mobile GIS the duration of the project.

SECTION 7. E-BUILDER

7.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. 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.

7.2 Access to e-Builder. 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 with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

7.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

7.4 Connectivity to e-Builder. 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 Contractor's use 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 Contractor's use of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

7.5 Acceptance of Information. 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. Contractor is

responsible for managing, tracking, and documenting the Services as provided in the Agreement and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

7.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

7.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

7.8 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 e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

7.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement. See Table B1 for summary.

Table B1: Maximum Compensation Summary

Cost Element	**Total**
One-Time Implementation Cost	$1,408,056.45
Estimated Travel Cost	$38,836.00
Contingency (SCRs, Additional Services, etc.)	$150,007.55
Maximum Compensation	$1,596,900.00

SECTION 2. SYSTEM IMPLEMENTATION COST

2.1 Contractor shall complete the Services in Exhibit A for a fixed fee of $1,408,056.45. Payment for Services shall be made in accordance with the Milestone Payment Schedule in Table B2. Contractor shall submit an invoice only upon the City's written confirmation that the applicable deliverable(s) in Exhibit A have been satisfactorily completed. Each milestone payment is a lump-sum amount and must be invoiced in full; partial or split invoicing of a milestone payment is not permitted. The milestone amounts in Table B2 excludes reimbursable travel costs, which are addressed separately in Section 2.2 of this Exhibit B.

Table B2 – Milestone Payment Schedule

Milestone No.	Deliverable	Payment Amount
1	Project Initiation and Management / Completion of Project Kickoff Meeting (Exhibit A, Section 3.1)	$76,058.49
2	Design System Architecture / Determine Strategy (Exhibit A, Section 3.3.1)	$109,149.18
3	Design System Architecture / Create Solution (Exhibit A, Section 3.3.2)	$99,086.89
4	Design System Architecture / Development Environmental Installation (Exhibit A, Section 3.4.12.1)	$88,374.49

5	Design System Architecture / Test Environment Installation (Exhibit A, Section 3.4.12.2)	$68,542.49
6	Design System Architecture / Production Environment Installation (Exhibit A, Section 3.4.12.3)	$72,650.72
7	Discovery Requirements / Current Workflow and Data Review (Exhibit A, Section 3.5.1)	$35,066.49
8	Discovery Requirements / Perform ED Development Migration/Meeting Series: Current ED/ET Data Model Questions, Concurrent with Review (Exhibit A, Section 3.5.2)	$196,978.49
9	Discovery Requirements / Conduct Requirements Review (Exhibit A, Section 3.5.4)	$64,222.49
10	Conduct Application Design / (Exhibit A, Section 3.6)	$42,070.49
11	Build and Configure Applications Development / (Exhibit A, Section 3.8)	$37,006.49
12	Promote to QA Environment – UAT (Exhibit A, Section 3.9)	$181,646.49
13	Create Test Cases and Conduct Testing (Exhibit A, Section 3.10)	$80,590.49
14	Promote to Production Environment (Exhibit A, Section 3.11)	$97,606.49
15	Conduct End User Training – Onsite (Exhibit A, Sections 2.4.2.1 and 3.2.2)	$62,558.49
16	Conduct Train-the-Trainer (Exhibit A, Sections 2.4.2.2 and 3.2.3)	$52,867.29
17	Provide 30-Day Hypercare Support Services (Exhibit A, Section 3.12)	$43,580.49

2.2 The City has allocated an estimated amount of $38,836.00 for travel expenses under this Agreement. Reimbursement of travel costs shall not exceed this amount. All travel expenses must be (i) directly related to the performance of Services under this Agreement, (ii) pre-approved in writing by the City's Project Manager, and (iii) comply with U.S. General Services Administration (GSA) per diem rates in effect at the time of travel. Airfare and rental cars shall be at economy rates. Contractor shall submit receipts or other supporting documentation with each invoice.

SECTION 3. ADDITIONAL SERVICES

3.1 Compensation for Additional Services shall be billed at the hourly rates listed in Table B3, or at a fixed price. Such services are subject to approval by the City pursuant to Section 5.2 of Exhibit A.

3.2 Rates in Table B3 are fully burdened and will remain fixed for the first two years of the Agreement.

Table B3 – Hourly Rates

Classification	Hourly Rate
Project Management	$196
Analyst	$99
Sr. Analyst	$143
Developer	$118
Sr. Developer	$204
System Architect	$239
Consultant	$148
Sr Consultant	$195

3.3 In the event that Services extend beyond two years from Effective Date, Contractor may propose a rate adjustment for Additional Services. Contractor shall notify the City ninety (90) days in advance of any proposed rate adjustment. Any rate adjustments are subject to the approval by the City and must be substantiated by the Contractor to the satisfaction of the City. Requests for adjustments that exceed 3% will not be considered by the City.

3.4 Invoices for Additional Services shall clearly identify the approved scope of work, the applicable hourly rate or fixed price, and the total hours incurred (if hourly).

SECTION 4. PAYMENT PROVISIONS

4.1 The City agrees to compensate Contractor for the Services performed in accordance with the terms and conditions of this Agreement.

4.2 Contractor shall provide an invoice to the City that includes the Invoice Number, Purchase Order Number, and Invoice Period.

4.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 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.

4.5 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

4.6 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required documentation, City shall process the invoice for payment.

4.7 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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 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 emailed to ctsantaclara@ebix.com, or by mail to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280

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.

25-1573 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on Award of Contracts for As-Needed Engineering Support Services to Electric Power Engineers, LLC, Flynn Resource Consultants, Inc., Handran Engineering, Leidos Engineering, LLC, and Power-Tech Engineers, Inc. with an Aggregate Maximum Compensation Not-to-Exceed $15 Million, Inclusive of the Option Year, to be Funded from the Electric Utility Fund and the Electric Utility Capital Fund

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), has provided electric service for over 125 years and is experiencing significant continued growth. In response, SVP has developed a capital improvement strategy to address both near-term and long-term load growth.

On September 28, 2021 (RTC # 21-871), the City Council accepted SVP's Three-Year Growth Plan Strategy, which identified $300 million of proposed projects to install new facilities and replace aging infrastructure with higher capacity infrastructure. On November 15, 2022 (RTC # 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24.

The SVP System Expansion Plan anticipates a peak system load of 819 megawatts (MW) in 2025 and 1,306 MW by 2032. The plan identifies both near-term and ten-year improvements required to maintain electric service reliability in anticipation of the projected load growth. It also provides a technical basis for the analysis, including a summary of proposed projects.

To support the implementation of these initiatives, SVP requires engineering support services focused on system studies, planning, and operational reliability. These services provide technical expertise in the following areas:

- Transmission planning for real-time operations
- System enhancement and expansion transmission planning
- Project scheduling
- Communications engineering (wide area network)
- System operations business planning
- Commissioning and testing support

DISCUSSION

Pursuant to Section 2.105.140(c) of the Santa Clara City Code, a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value."

The RFP for Engineering Support Services was published on the City's e-procurement system. Six proposals were received and independently evaluated by a three-member evaluation panel based on the criteria and weights published in the RFP, including experience, technical capability, and cost. The evaluation panel determined five of the six proposals met the requirements of the RFP.

Based on the evaluation results, staff recommend entering into five separate agreements with the following firms:

- Electric Power Engineers, LLC
- Flynn Resource Consultants, Inc.
- Handran Engineering
- Leidos Engineering, LLC
- Power-Tech Engineers, Inc.

Each agreement will have a five-year term starting on December 1, 2025, through November 30, 2030, with an option to renew for one additional year through November 30, 2031. Rates are established in each agreement and will remain fixed for the first two years. Thereafter, firms may request rate increases, subject to approval by the City. Any rate adjustments must be substantiated by the firms to the satisfaction of the City.

The scope of services under each agreement includes system-level and operational engineering support, such as transmission and reliability studies, load flow analysis, project scoping, and regulatory submittals required for the CAISO and the North American Electric Reliability Corporation (NERC) compliance. Work under these agreements will be authorized on an as-needed basis through the work-order process aligned with the RFP award process for the actual work and consistent with Purchasing procedures.

Staff recommends entering into each agreement (Attachments 1 to 5) with an initial compensation of $1,000,000 (totaling $5,000,000), with authority delegated to the City Manager to amend each agreement up to an aggregate maximum amount of $15,000,000. This will allow SVP to manage costs in line with actual work requirements while maintaining the ability to respond as project demands increase.

Approval of these proposed agreements will ensure SVP has the technical resources necessary to support transmission planning, system reliability, and regulatory compliance identified in the System Expansion Plan and Three-Year Growth Plan Strategy.

ENVIRONMENTAL REVIEW

The action being considered does 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. The environmental impacts of the associated improvement projects have already been separately analyzed.

FISCAL IMPACT

The combined maximum compensation under the proposed agreements is $15,000,000 over the term of the agreements. Sufficient funds are available in the FY 2025/26 Operating Budget in the

Electric Utility Operating Fund and may be included in capital project budgets in the Electric Utility Capital Fund where appropriate.

Funds required for the agreements in future years will be included in the proposed budgets for the corresponding years.

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 agreements with (i) Electric Power Engineers, LLC, (ii) Flynn Resource Consultants, Inc, (iii) Handran Engineering, (iv) Leidos Engineering, LLC, and (v) Power-Tech Engineers, Inc. for as-needed engineering support services for a five-year term starting on December 1, 2025, and ending on or around November 30, 2030, with an initial maximum compensation of $1,000,000 per agreement for an aggregate amount of $5,000,000, to be funded by the Silicon Valley Power Operating or Capital Fund as applicable, and subject to the review and approval as to form by the City Attorney; and
2. Authorize the City Manager to take any actions as necessary to implement and administer the above agreements, and negotiate and execute amendments to (a) add or delete services consistent with the scope of services, (b) adjust future rates to account for reasonable changes in labor rates, (c) adjust the maximum compensation in each agreement as needed, subject to a total maximum aggregate compensation not-to-exceed $15,000,000 (an increase of $10,000,000) across all five agreements, to be funded by the SVP Operating or Capital Fund as applicable, (d) exercise an option to extend the term of each agreement through November 30, 2031, and (e) make de minimis changes, all subject to the appropriation of funds, and the review and approval as to form by the City Attorney.

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

25-946 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Action on the Award of a Public Works Contract for the Henry Schmidt Park Playground Rehabilitation Project to Suarez & Munoz Construction, Inc.

BACKGROUND
Henry Schmidt Park is located at 555 Los Padres Boulevard and is bounded by Los Padres Boulevard to the west, Saratoga Avenue to the south, and residential properties to the north and east (Attachment 1). The park was constructed 1977 and has been operating since that time without any major improvements. The Facility Condition Assessment (Kitchell, 2018) indicated that the playground and amenities were in poor condition and the building was in fair condition. The playground condition was downgraded to critical and the train-themed play structures were removed due to their unsafe condition.

In February 2023, the City Council approved an agreement with Gates & Associates, Inc. for the first phase of the Henry Schmidt Park Playground Rehabilitation (Project), which includes conducting a detailed site and facility condition assessment, technology needs assessment, ADA evaluation, community outreach, and preparing an overall site-specific plan and schematic design for the playground rehabilitation plan.

On April 9, 2024, the City Council approved the Henry Schmidt Park Master Plan Update, the playground schematic design, and Measure R Ordinance. The City Council also approved Amendment No. 1 to the Agreement with Gates and Associates, Inc. for the second phase of the Project on April 23, 2024. This phase included preparing bid documents (plans, specifications, and engineer’s estimate - PS&E) for public works bidding, assisting with obtaining permits, and providing engineering support services during bid and construction.

The Project scope of work includes demolition of the existing playground, installing new age-appropriate playgrounds for ages 2-5 and 6-12, covered and uncovered picnic areas, fitness stations, hardscape, perimeter path, site furnishings, site lighting, tennis court sports lighting, restroom renovations, removal and replacement of landscaping and irrigation, temporary access to building, parking lot pavement rehabilitation, and other miscellaneous work to complete the Project.

DISCUSSION
In August 2025, a competitive Request for Bids (RFB) for construction of the Project was published on the City’s bid notification system, BidNet. The RFB was viewed by over 35 vendors, including contractors, suppliers, plan rooms, and builder exchanges, among others. Additional vendors were able to view the RFB as members of various plan rooms and builder exchanges. Staff also reached out to contractors and vendors who had submitted bids on similar past projects.

On September 18, 2025, bids for the Project were opened via video conference. Seven bids were received ranging from $4,638,376 to $6,868,600. The Bid Summary is included as Attachment 2. The lowest bid submitted by Galeb Paving Inc. was reviewed and determined to be non-responsive because it did not include certain documentation required in the bid package and did not provide a full description of litigation history for the past ten years. The bid submitted by the second apparent low bidder Suarez & Munoz Construction, Inc. in the amount of $4,812,274 was reviewed by Public Works staff and the City Attorney's Office for compliance with the terms and conditions of the bid documents and has been determined to be a responsive and responsible bid. This bid amount is 32 percent below the engineer's estimate of $7,124,432. Staff recommends awarding the construction contract to Suarez & Munoz Construction, Inc.

Award of contract will enable construction of the Project to commence, with substantial completion anticipated in Fall 2026. The date is subject to change based on any unforeseen conditions discovered during construction. The contract includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

This project being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 (c), "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

The approximate cost of the contract for the Henry Schmidt Park Playground Rehabilitation Project is $4,812,274, plus a 15 percent contingency of $721,841 for any potential change orders, for a total not-to-exceed contract amount of $5,534,115. Funding for the contract is available in the Henry Schmidt Park Playground Rehabilitation Project in the Parks and Recreation Capital Fund and the Henry Schmidt Playground Rehabilitation Project in the Measure I General Obligation Bond Projects Fund.

COORDINATION

This report has been coordinated with the Finance Department, Parks and Recreation 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 (c), "Existing Facilities," of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the Henry Schmidt Park Playground Rehabilitation Project to the lowest responsive and responsible bidder, Suarez & Munoz Construction, Inc., in the amount of $4,812,274 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this

Project in final forms approved by the City Attorney; and

3. Authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $721,841, for a total not to exceed amount of $5,534,115.

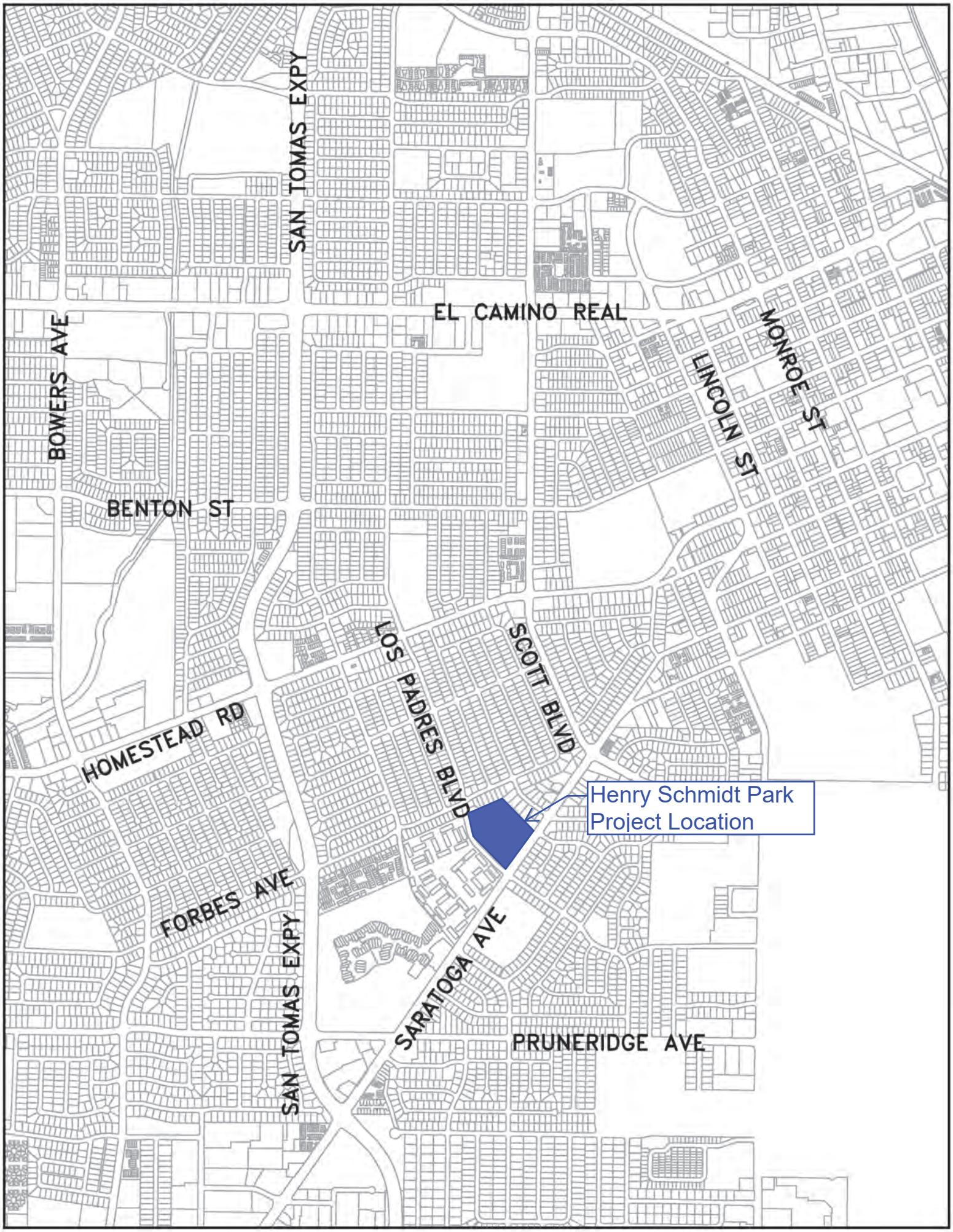
Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Project Location Map
2. Bid Summary

HENRY SCHMIDT PARK - PROJECT LOCATION MAP

Attachment No. 1



Attachment 2
Bid Summary

Henry Schmidt Park Playground Rehabilitation Project (CE 23-24-04)

BID SUMMARY	**Bid Opening Date: September 18, 2025**	
ENGINEER'S ESTIMATE:	**$ 7,124,432**	
Contractor	**Total Bid ($)**	**Percentage above/below Engineer's Estimate**
Galeb Paving Inc.	$ 4,638,376	35% Below
Suarez & Munoz Construction, Inc.	$ 4,812,274	32% Below
A&B Construction	$ 5,199,222	27% Below
McGuire and Hester	$ 5,314,550	25% Below
Roth A. Bothman	$ 5,486,000	23% Below
CWS Construction Group	$5,487,293	23% Below
S&H Construction	$ 6,868,600	4% Below

REPORT TO COUNCIL

SUBJECT

Action on the Award of Purchase Orders to Fire-Dex, LION First Responder PPE, L.N. Curtis, Ricochet Manufacturing Company, and/or their Authorized Dealers for the Purchase of Personal Protective Equipment for Santa Clara Fire Department Emergency Response Personnel, in an Aggregate Maximum Compensation Not-to-Exceed Amount of $2,737,817.

BACKGROUND

The Santa Clara Fire Department (Fire Department) provides emergency services including fire suppression, emergency medical response, hazardous materials mitigation, and technical rescue operations. To safely perform these duties in hazardous environments, firefighters rely on specialized Personal Protective Equipment (PPE), such as turnout coats, pants, helmets, gloves, boots, and protective hoods.

To ensure consistent safety and performance across the fire service, the National Fire Protection Association (NFPA) establishes consensus-based standards and codes that public agencies widely adopt. NFPA Standard 1851 (Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) establishes requirements for the selection, care, and maintenance of firefighting PPE to reduce health and safety risks associated with improper maintenance, contamination, or damage. Under this standard, PPE must be retired no later than 10 years from the date of manufacture, regardless of its condition. In addition to NFPA 1851, NFPA 1971 (Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) establishes the design and performance requirements for structural firefighting protective ensembles, focusing on protection from thermal, physical, and blood-borne hazards.

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Recent research has highlighted health concerns associated with perfluoroalkyl and polyfluoroalkyl substances (PFAS), which are commonly used in turnout gear to provide water and oil-repellent coatings properties. Studies by the National Institute of Standards and Technology (NIST) have detected PFAS chemicals in multiple layers of firefighter PPE, raising concerns about potential dermal exposure. Exposure to PFAS has been linked to several health issues, such as increased cancer risk. Elevated PFAS levels have been documented in the blood of firefighters, likely due in part to prolonged exposure to contaminated gear.

Consequently, there is an ongoing push from fire departments and firefighter organizations to transition to alternative materials that contain limited PFAS. In response, organizations including the International Association of Fire Fighters (IAFF) and the NFPA are advancing initiatives to lower PFAS levels in PPE. Fire departments are transitioning to new turnout gear that contain less PFAS chemicals, aiming to protect the health and safety of their personnel. On September 18, 2024, NFPA 1970 (Standard on Protective Ensembles for Structural and Proximity Firefighting, Work Apparel and

Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services) and Personal Alert Safety Systems (PASS) took effect. This consolidated standard integrates former NFPA 1971, 1975, 1981, and 1982 standards and sets measurable limits for PFAS content in PPE materials. Manufacturers of PPE were granted a one-year transition period to begin producing compliant, PFAS -reduced PPE.

In alignment with these evolving standards, California Assembly Bill 1817, effective January 1, 2025, prohibits the sale of new textile articles that contain intentionally added PFAS above established thresholds. Accordingly, the Fire Department is actively pursuing vendors that can provide PPE with reduced PFAS materials. As of October 2025, a PPE moisture barrier for structural firefighting gear with lower levels of PFAS has become available. Therefore, all three layers of structural firefighting gear (outer shell, moisture barrier, and internal thermal layer) are now available to purchase, and the Fire Department plans to begin transitioning to compliant gear in FY 2025/26.

Firefighter Staffing and Turnout Gear Demand

The Fire Department's PPE replacement program ensures that firefighters are equipped with safe, serviceable gear and that the City remains compliant with NFPA and Cal/OSHA safety requirements. Annually, several sets of gear reach or exceed their 10-year lifecycle, requiring replacement.

The department currently has 155 public safety personnel who require PPE. Each firefighter is issued two complete sets of turnout gear upon hire to ensure availability for decontamination and rotation during emergency operations. A "set" includes:

- Structural fire turnout coats, pants, and suspenders
- Structural fire boots, helmet, gloves, and hood
- EMS jacket
- Eye protection
- Wildland fire turnout coat, pants, boots, helmet, gloves, and googles
- Structural fire and wildland gear bags
- Specialized technical rescue PPE based on assignment

The Fire Department typically conducts a fire academy for new hires every two years. Replacement quantities vary annually based on the number of damaged or expiring items. The PPE replacement schedule (Attachment 1) anticipates replacement of approximately 25-40 sets of turnout coats and pants each year, in accordance with NFPA guidelines. The remaining PPE equipment purchased annually includes the replacement of wildland fire PPE or miscellaneous equipment that has either been damaged or is nearing the end of its life.

DISCUSSION

Given the variability in gear fit, comfort, and durability across manufacturers, the Fire Department requires flexibility to test and procure turnout gear from multiple vendors periodically. Differences in material design, mobility, and heat protection can significantly affect performance and safety. To support this need while maintaining compliance with the City's procurement policies, staff is requesting City Council authorization to issue purchase orders under multiple cooperative purchasing agreements.

This approach allows the Fire Department to test and evaluate various NFPA-compliant gear from

different manufacturers, select the most appropriate models, and streamline the procurement process without issuing separate solicitations for each requirement.

Use of Multiple Cooperative Agreements

Pursuant to Santa Clara City Code Section 2.105.270(c), the City may, without observing competitive procurement requirements, contract directly with a vendor under a contract awarded using pre-established cooperative purchasing agreements when such agreement results from a competitive bid process that meets or exceeds the City's competitive bid process.

After reviewing available cooperative options, the Purchasing Division and Fire Department identified four cooperative agreements available through Sourcewell that provide access to a wide range of NFPA-compliant turnout gear vendors. Sourcewell is a service cooperative established by the Minnesota legislature as a local unit of government, governed by local elected municipal officials and school board members. In November 2023, Sourcewell conducted a Request for Proposal (RFP) for firefighting PPE, apparel, and accessories. Nineteen proposals were received in response to the RFP, and multiple vendors were awarded contracts through a competitive process. The term of the contracts with the awarded vendors includes an initial four-year term through March 27, 2028, with three one-year options through March 27, 2031. These agreements, summarized in Table 1, enable the Fire Department to purchase PPE directly from approved manufacturers at competitive, pre-negotiated discounts.

Table 1 - Summary of Cooperative Agreements

Cooperative	Contract #	Vendor	Manufacturers of Turnout Gear Carried	Discount
Sourcewell	010424-FDX	Fire-Dex	Fire-Dex	45% off list
	010424-LIO	LION First Responder PPE	LION	10-35% off list
	010424-LNC	L.N. Curtis & Sons	Globe, Innotex, Crewboss, Lakeland, and PGI	10-37% off list
	010424-RIC	Ricochet Manufacturing Company	Ricochet	40% off list

Aggregate Authorization Requested

Staff is seeking City Council authorization to issue purchase orders to Fire-Dex (Attachment 2), LION First Responder PPE (Attachment 3), L.N. Curtis & Sons (Attachment 4), Ricochet Manufacturing (Attachment 5), and/or their authorized dealers for firefighter turnout gear and related PPE. The total aggregate maximum compensation requested is $2,737,817, inclusive of a 10% contingency of $248,893.

This authorization will allow the Fire Department to purchase new and replacement sets of NFPA-compliant turnout gear and other PPE for existing staff and future fire academy recruits in accordance with the department's replacement schedule. Table 2 below summarizes the estimated turnout gear needs and cost assumptions by fiscal year.

Table 2 - Estimated Turnout Gear and PPE Expenditures by Fiscal Year

Fiscal Year	Recruit /Academy Gear (Sets)	Replacement Gear for Existing Staff (Sets)	Total Estimated Cost for PPE, Equipment, and Services
FY 2025/26	20	37	$345,957
FY 2026/27	0	35	$527,219
FY 2027/28	20	25	$326,403
FY 2028/29	0	35	$531,600
FY 2029/30	20	25	$420,888
FY 2030/31	0	35	$585,750
10% Contingency			$248,893
TOTAL	60	192	$2,737,817

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The total aggregate maximum compensation for the purchase orders through March 27, 2031, is $2,737,817, which includes a 10% contingency of $248,893. Funding for purchases in FY 2025/26 is approved in the Fire Department’s Operating Budget. Funding for subsequent years is subject to annual budget appropriations.

COORDINATION

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

PUBLIC CONTACT

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RECOMMENDATION

Authorize the City Manager, or designee, to execute purchase orders consistent with the pricing, terms, and conditions of the Sourcewell cooperative agreements with Fire-Dex, LION First Responder PPE, L.N. Curtis, Ricochet Manufacturing Company and/or their authorized dealers for the purchase of Personal Protective Equipment for the Fire Department through March 27, 2031, in a total aggregate maximum compensation amount not-to-exceed $2,737,817, inclusive of a 10%

contingency and applicable taxes, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Reviewed by: Ruben Torres, Fire Chief
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. PPE Forecasted Budget
2. Fire-Dex Contract
3. LION First Responder Contract
4. L.N. Curtis Contract
5. Ricochet Manufacturing Company Contract

SCFD PPE Projected Replacement Schedule

FY 2025-26 through FY 2030-31

PPE for RTC# 25-374 POs

2025-26 Academy PPE (2 ensembles per recruit):

STRUCTURE	Fiscal Year 2025-2026			Fiscal Year 2026-2027			Fiscal Year 2027-2028			Fiscal Year 2028-2029			Fiscal Year 2029-2030			Fiscal Year 2030-2031		
	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal
Turnout Coats	0	$ 2,399.00	$ -	20	$ 2,518.95	$ 50,379.00	0	$ 2,644.90	$ -	20	$ 2,777.14	$ 55,542.85	0	$ 2,916.00	$ -	20	$ 3,061.80	$ 61,235.99
Turnout Pants	0	$ 1,799.00	$ -	20	$ 1,888.95	$ 37,779.00	0	$ 1,983.40	$ -	20	$ 2,082.57	$ 41,651.35	0	$ 2,186.70	$ -	20	$ 2,296.03	$ 45,920.61
Turnout Pants (In-harness ready)	0	$ 2,499.00	$ -	0	$ 2,623.95	$ -	0	$ 2,755.15	$ -	0	$ 2,892.90	$ -	0	$ 3,037.55	$ -	0	$ 3,189.43	$ -
Spare turnout pant suspenders (regular size)	0	$ 81.21	$ -	5	$ 85.27	$ 426.35	0	$ 89.53	$ -	5	$ 94.01	$ 470.05	0	$ 98.71	$ -	5	$ 103.65	$ 518.23
Spare turnout pant belts (regular size)	0	$ 81.21	$ -	5	$ 85.27	$ 426.35	0	$ 89.53	$ -	5	$ 94.01	$ 470.05	0	$ 98.71	$ -	5	$ 103.65	$ 518.23
Spare turnout pant suspenders (tall size)	0	$ 81.21	$ -	5	$ 85.27	$ 426.35	0	$ 89.53	$ -	5	$ 94.01	$ 470.05	0	$ 98.71	$ -	5	$ 103.65	$ 518.23
Spare turnout pant belts (tall size)	0	$ 81.21	$ -	5	$ 85.27	$ 426.35	0	$ 89.53	$ -	5	$ 94.01	$ 470.05	0	$ 98.71	$ -	5	$ 103.65	$ 518.23
Name panels for old turnouts used in academy	0	$ 169.00	$ -	10	$ 177.45	$ 1,774.50	0	$ 186.32	$ -	10	$ 195.64	$ 1,956.39	0	$ 205.42	$ -	10	$ 215.69	$ 2,156.92
Structure Helmet w/ Eye Protection Cairns 1836	0	$ 519.00	$ -	5	$ 544.95	$ 2,724.75	0	$ 572.20	$ -	5	$ 600.81	$ 3,004.04	0	$ 630.85	$ -	5	$ 662.39	$ 3,311.95
Structure Helmet Eye w/ Eye Protection Cairns 880	0	$ 499.00	$ -	5	$ 523.95	$ 2,619.75	0	$ 550.15	$ -	5	$ 577.65	$ 2,888.27	0	$ 606.54	$ -	5	$ 636.86	$ 3,184.32
Firefighting hoods (particulate)	0	$ 144.16	$ -	25	$ 151.37	$ 3,784.28	0	$ 158.94	$ -	25	$ 166.89	$ 4,172.16	0	$ 175.23	$ -	25	$ 183.99	$ 4,599.81
Leather Structure boots	0	$ 595.00	$ -	15	$ 624.75	$ 9,371.25	0	$ 655.99	$ -	15	$ 688.79	$ 10,331.80	0	$ 723.23	$ -	15	$ 759.39	$ 11,390.81
Structure gloves	0	$ 87.00	$ -	30	$ 91.35	$ 2,740.50	0	$ 95.92	$ -	30	$ 100.71	$ 3,021.40	0	$ 105.75	$ -	30	$ 111.04	$ 3,331.09
Turnout gear bag	0	$ 44.10	$ -	10	$ 46.31	$ 463.05	0	$ 48.62	$ -	10	$ 51.05	$ 510.51	0	$ 53.60	$ -	10	$ 56.28	$ 562.80
WILDLAND	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**
Wildland helmets	0	$ 85.00	$ -	10	$ 89.25	$ 892.50	0	$ 93.71	$ -	10	$ 98.40	$ 983.98	0	$ 103.32	$ -	10	$ 108.48	$ 1,084.84
Wildland goggles	0	$ 79.00	$ -	10	$ 82.95	$ 829.50	0	$ 87.10	$ -	10	$ 91.45	$ 914.52	0	$ 96.02	$ -	10	$ 100.83	$ 1,008.26
Wildland helmet shroud (Long style/size)	0	$ 79.00	$ -	10	$ 82.95	$ 829.50	0	$ 87.10	$ -	10	$ 91.45	$ 914.52	0	$ 96.02	$ -	10	$ 100.83	$ 1,008.26
Wildland single layer nomex jacket	0	$ 529.00	$ -	10	$ 555.45	$ 5,554.50	0	$ 583.22	$ -	10	$ 612.38	$ 6,123.84	0	$ 643.00	$ -	10	$ 675.15	$ 6,751.53
Wildland nomex BDU pants	0	$ 249.00	$ -	20	$ 261.45	$ 5,229.00	0	$ 274.52	$ -	20	$ 288.25	$ 5,764.97	0	$ 302.66	$ -	20	$ 317.79	$ 6,355.88
Wildland gloves	0	$ 49.00	$ -	20	$ 51.45	$ 1,029.00	0	$ 54.02	$ -	20	$ 56.72	$ 1,134.47	0	$ 59.56	$ -	20	$ 62.54	$ 1,250.76
Wildland boots	0	$ 329.00	$ -	10	$ 345.45	$ 3,454.50	0	$ 362.72	$ -	10	$ 380.86	$ 3,808.59	0	$ 399.90	$ -	10	$ 419.90	$ 4,198.97
Wildland In County bag	0	$ 64.00	$ -	10	$ 67.20	$ 672.00	0	$ 70.56	$ -	10	$ 74.09	$ 740.88	0	$ 77.79	$ -	10	$ 81.68	$ 816.82
OTHER	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**
Station/EMS boots Haix /All American	0	$ 389.00	$ -	5	$ 408.45	$ 2,042.25	0	$ 428.87	$ -	5	$ 450.32	$ 2,251.58	0	$ 472.83	$ -	5	$ 496.47	$ 2,482.37
Station/EMS Redback boots	0	$ 225.00	$ -	5	$ 236.25	$ 1,181.25	0	$ 248.06	$ -	5	$ 260.47	$ 1,302.33	0	$ 273.49	$ -	5	$ 287.16	$ 1,435.82
EMS jackets	0	$ 249.00	$ -	10	$ 261.45	$ 2,614.50	0	$ 274.52	$ -	10	$ 288.25	$ 2,882.49	0	$ 302.66	$ -	10	$ 317.79	$ 3,177.94
Technical Rescue blouse and name tag (Crewboss SRS0104)	0	$ 399.00	$ -	10	$ 418.95	$ 4,189.50	0	$ 439.90	$ -	10	$ 461.89	$ 4,618.92	0	$ 484.99	$ -	10	$ 509.24	$ 5,092.36
Technical Rescue boot	0	$ 690.00	$ -	0	$ 724.50	$ -	0	$ 760.73	$ -	0	$ 798.76	$ -	0	$ 838.70	$ -	0	$ 880.63	$ -
Technical Rescue gloves	0	$ 89.00	$ -	0	$ 93.45	$ -	0	$ 98.12	$ -	0	$ 103.03	$ -	0	$ 108.18	$ -	0	$ 113.59	$ -
Technical Rescue helmet	0	$ 499.00	$ -	0	$ 523.95	$ -	0	$ 550.15	$ -	0	$ 577.65	$ -	0	$ 606.54	$ -	0	$ 636.86	$ -
Eye protection/safety glasses	0	$ 10.00	$ -	10	$ 10.50	$ 105.00	0	$ 11.03	$ -	10	$ 11.58	$ 115.76	0	$ 12.16	$ -	10	$ 12.76	$ 127.63
Academy PPE Subtotal			$ -			$ 141,964.49		Subtotal	**$ -**		Subtotal	$ 156,515.85		Subtotal	**$ -**		Subtotal	$ 172,558.68
Sales Tax (9.13%)			$ -			$ 12,961.36		9.13%	$ -		9.13%	$ 14,289.90		9.13%	$ -		9.13%	$ 15,754.61
Shipping			$ -			$ 1,000.00						$ 1,000.00						$ 1,000.00
Academy PPE Total			**$ -**			**$ 155,925.84**		**Total**	**$ -**		**Total**	**$ 171,805.74**		**Total**	**$ -**		**Total**	**$ 189,313.29**

SCFD PPE Projected Replacement Schedule

FY 2025-26 through FY 2030-31	Fiscal Year 2025-2026			Fiscal Year 2026-2027			Fiscal Year 2027-2028			Fiscal Year 2028-2029			Fiscal Year 2029-2030			Fiscal Year 2030-2031		
Line Personnel & CRRD PPE																		
STRUCTURE	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**
Turnout Coats	37	$ 2,399.00	$ 88,763.00	35	$ 2,518.95	$ 88,163.25	25	$ 2,644.90	$ 66,122.44	25	$ 2,777.14	$ 69,428.56	35	$ 2,916.00	$ 102,059.98	25	$ 3,061.80	$ 76,544.99
Turnout Pants	37	$ 1,799.00	$ 66,563.00	35	$ 1,888.95	$ 66,113.25	25	$ 1,983.40	$ 49,584.94	25	$ 2,082.57	$ 52,064.18	35	$ 2,186.70	$ 76,534.35	25	$ 2,296.03	$ 57,400.76
Turnout Pants (In-harness ready)	0	$ 2,499.00	$ -	0	$ 2,623.95	$ -	0	$ 2,755.15	$ -	0	$ 2,892.90	$ -	0	$ 3,037.55	$ -	0	$ 3,189.43	$ -
Spare turnout pant suspenders (regular size)	5	$ 81.21	$ 406.05	5	$ 85.27	$ 426.35	5	$ 89.53	$ 447.67	5	$ 94.01	$ 470.05	5	$ 98.71	$ 493.56	5	$ 103.65	$ 518.23
Spare turnout pant belts (regular size)	5	$ 81.21	$ 406.05	5	$ 85.27	$ 426.35	5	$ 89.53	$ 447.67	5	$ 94.01	$ 470.05	5	$ 98.71	$ 493.56	5	$ 103.65	$ 518.23
Spare turnout pant suspenders (tall size)	5	$ 81.21	$ 406.05	5	$ 85.27	$ 426.35	5	$ 89.53	$ 447.67	5	$ 94.01	$ 470.05	5	$ 98.71	$ 493.56	5	$ 103.65	$ 518.23
Spare turnout pant belts (tall size)	5	$ 81.21	$ 406.05	5	$ 85.27	$ 426.35	5	$ 89.53	$ 447.67	5	$ 94.01	$ 470.05	5	$ 98.71	$ 493.56	5	$ 103.65	$ 518.23
Name panels for old turnouts used in academy	0	$ 169.00	$ -	0	$ 177.45	$ -	0	$ 186.32	$ -	0	$ 195.64	$ -	0	$ 205.42	$ -	0	$ 215.69	$ -
Structure Helmet w/ Eye Protection Cairns 1836	20	$ 519.00	$ 10,380.00	20	$ 544.95	$ 10,899.00	20	$ 572.20	$ 11,443.95	20	$ 600.81	$ 12,016.15	20	$ 630.85	$ 12,616.95	20	$ 662.39	$ 13,247.80
Structure Helmet Eye w/ Eye Protection Cairns 880	8	$ 499.00	$ 3,992.00	8	$ 523.95	$ 4,191.60	8	$ 550.15	$ 4,401.18	8	$ 577.65	$ 4,621.24	8	$ 606.54	$ 4,852.30	8	$ 636.86	$ 5,094.92
Helmet Shields (Conway Shield)	15	$ 104.74	$ 1,571.06	15	$ 109.97	$ 1,649.62	15	$ 115.47	$ 1,732.10	15	$ 121.25	$ 1,818.70	15	$ 127.31	$ 1,909.64	15	$ 133.67	$ 2,005.12
Helmet Passports (Conway Shield)	30	$ 33.08	$ 992.25	30	$ 34.73	$ 1,041.86	30	$ 36.47	$ 1,093.96	30	$ 38.29	$ 1,148.65	30	$ 40.20	$ 1,206.09	30	$ 42.21	$ 1,266.39
Firefighting hoods (NFPA Particulate)	10	$ 144.16	$ 1,441.63	10	$ 151.37	$ 1,513.71	40	$ 158.94	$ 6,357.58	40	$ 166.89	$ 6,675.46	40	$ 175.23	$ 7,009.24	40	$ 183.99	$ 7,359.70
Leather Structure boots	30	$ 595.00	$ 17,850.00	30	$ 624.75	$ 18,742.50	30	$ 655.99	$ 19,679.63	30	$ 688.79	$ 20,663.61	30	$ 723.23	$ 21,696.79	30	$ 759.39	$ 22,781.63
Structure gloves	40	$ 87.00	$ 3,480.00	40	$ 91.35	$ 3,654.00	40	$ 95.92	$ 3,836.70	40	$ 100.71	$ 4,028.54	40	$ 105.75	$ 4,229.96	40	$ 111.04	$ 4,441.46
Turnout gear bag (Amazon)	16	$ 44.10	$ 705.60	16	$ 46.31	$ 740.88	16	$ 48.62	$ 777.92	16	$ 51.05	$ 816.82	16	$ 53.60	$ 857.66	16	$ 56.28	$ 900.54
Rubber Structure Boots	2	$ 220.00	$ 440.00	2	$ 231.00	$ 462.00	2	$ 242.55	$ 485.10	2	$ 254.68	$ 509.36	2	$ 267.41	$ 534.83	2	$ 280.78	$ 561.57
WILDLAND	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**
Wildland helmets	6	$ 85.00	$ 510.00	6	$ 89.25	$ 535.50	6	$ 93.71	$ 562.28	6	$ 98.40	$ 590.39	6	$ 103.32	$ 619.91	6	$ 108.48	$ 650.90
Wildland goggles	6	$ 79.00	$ 474.00	6	$ 82.95	$ 497.70	6	$ 87.10	$ 522.59	6	$ 91.45	$ 548.71	6	$ 96.02	$ 576.15	6	$ 100.83	$ 604.96
Wildland helmet shroud (Long style/size)	6	$ 79.00	$ 474.00	6	$ 82.95	$ 497.70	6	$ 87.10	$ 522.59	6	$ 91.45	$ 548.71	6	$ 96.02	$ 576.15	6	$ 100.83	$ 604.96
Wildland single layer nomex jacket	30	$ 529.00	$ 15,870.00	30	$ 555.45	$ 16,663.50	30	$ 583.22	$ 17,496.68	30	$ 612.38	$ 18,371.51	30	$ 643.00	$ 19,290.08	30	$ 675.15	$ 20,254.59
Wildland nomex BDU pants	50	$ 249.00	$ 12,450.00	60	$ 261.45	$ 15,687.00	60	$ 274.52	$ 16,471.35	60	$ 288.25	$ 17,294.92	60	$ 302.66	$ 18,159.66	60	$ 317.79	$ 19,067.65
Wildland gloves	14	$ 49.00	$ 686.00	14	$ 51.45	$ 720.30	14	$ 54.02	$ 756.32	14	$ 56.72	$ 794.13	14	$ 59.56	$ 833.84	14	$ 62.54	$ 875.53
Wildland boots	14	$ 329.00	$ 4,606.00	14	$ 345.45	$ 4,836.30	14	$ 362.72	$ 5,078.12	14	$ 380.86	$ 5,332.02	14	$ 399.90	$ 5,598.62	14	$ 419.90	$ 5,878.55
Wildland In County bag	14	$ 64.00	$ 896.00	14	$ 67.20	$ 940.80	14	$ 70.56	$ 987.84	14	$ 74.09	$ 1,037.23	14	$ 77.79	$ 1,089.09	14	$ 81.68	$ 1,143.55
					$ -													
OTHER	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**	**Units**	**Price**	**Subtotal**
Station/EMS boots (Haix/All American/Redback)	60	$ 389.00	$ 23,340.00	60	$ 408.45	$ 24,507.00	60	$ 428.87	$ 25,732.35	60	$ 450.32	$ 27,018.97	60	$ 472.83	$ 28,369.92	60	$ 496.47	$ 29,788.41
EMS jackets	15	$ 249.00	$ 3,735.00	15	$ 261.45	$ 3,921.75	30	$ 274.52	$ 8,235.68	30	$ 288.25	$ 8,647.46	30	$ 302.66	$ 9,079.83	30	$ 317.79	$ 9,533.82
Technical Rescue blouse and name tag (Crewboss SRS0104)	22	$ 399.00	$ 8,778.00	22	$ 418.95	$ 9,216.90	44	$ 439.90	$ 19,355.49	44	$ 461.89	$ 20,323.26	44	$ 484.99	$ 21,339.43	44	$ 509.24	$ 22,406.40
Technical Rescue boot	20	$ 690.00	$ 13,800.00	20	$ 724.50	$ 14,490.00	5	$ 760.73	$ 3,803.63	5	$ 798.76	$ 3,993.81	5	$ 838.70	$ 4,193.50	5	$ 880.63	$ 4,403.17
Technical Rescue gloves	5	$ 89.00	$ 445.00	5	$ 93.45	$ 467.25	5	$ 98.12	$ 490.61	5	$ 103.03	$ 515.14	5	$ 108.18	$ 540.90	5	$ 113.59	$ 567.95
Technical Rescue helmet	5	$ 499.00	$ 2,495.00	5	$ 523.95	$ 2,619.75	5	$ 550.15	$ 2,750.74	5	$ 577.65	$ 2,888.27	5	$ 606.54	$ 3,032.69	5	$ 636.86	$ 3,184.32
Line Personnel & CRRD PPE Subtotal			$ 286,361.74		Subtotal	$ 294,478.53		Subtotal	$ 270,072.40		Subtotal	$ 283,576.03		Subtotal	$ 348,781.78		Subtotal	$ 312,642.57
Tax Rate (9.13%)			$ 26,144.83		9.13%	$ 26,885.89		9.13%	$ 24,657.61		9.13%	$ 25,890.49		9.13%	$ 31,843.78		9.13%	$ 28,544.27
Shipping			$ 2,000.00			$ 2,000.00			$ 2,000.00			$ 2,000.00			$ 2,000.00			$ 2,000.00
Line Personnel and CRRD PPE Total			**$ 314,506.57**		**Total**	**$ 323,364.42**		**Total**	**$ 296,730.01**		**Total**	**$ 311,466.52**		**Total**	**$ 382,625.56**		**Total**	**$ 343,186.83**
TOTAL FOR PURCHASE ORDER PER FISCAL YEAR			$ 314,506.57			$ 479,290.26			$ 296,730.01			$ 483,272.26			$ 382,625.56			$ 532,500.12
10% CONTINGENCY			$ 31,450.66			$ 47,929.03			$ 29,673.00			$ 48,327.23			$ 38,262.56			$ 53,250.01
TOTAL WITH CONTINGENCY			**$ 345,957.23**			**$ 527,219.29**			**$ 326,403.01**			**$ 531,599.49**			**$ 420,888.11**			**$ 585,750.13**
PURCHASE ORDER TOTAL FY25/26 - FY30/31			**$ 2,488,924.78**															
10% CONTINGENCY			**$ 248,892.48**															
TOTAL PURCHASE ORDER REQUEST FY25/26 - FY30/31			**$ 2,737,817.26**															

SCFD PPE Projected Replacement Schedule

FY 2025-26 through FY 2030-31

Additional PPE Excluded from RTC# 25-374 POs

PPE Miscellaneous Equipment	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal
	Fiscal Year 2025-2026			**Fiscal Year 2026-2027**			**Fiscal Year 2027-2028**			**Fiscal Year 2028-2029**			**Fiscal Year 2029-2030**			**Fiscal Year 2030-2031**		
PPE/SCBA Ensemble Decon Unit	0	$ 45,000.00	$ -	0	$ 47,250.00	$ -	1	$ 49,612.50	$ 49,612.50	0	$ 52,093.13	$ -	0	$ 54,697.78	$ -	0	$ 57,432.67	$ -
Installation PPE/SCBA Washer for Station 9	0	$ 6,600.00	$ -	0	$ 6,930.00	$ -	0	$ 7,276.50	$ -	1	$ 7,640.33	$ 7,640.33	0	$ 8,022.34	$ -	0	$ 8,423.46	$ -
PPE Extractor with Installation	0	$ 40,000.00	$ -	0	$ 42,000.00	$ -	0	$ 44,100.00	$ -	1	$ 46,305.00	$ 46,305.00	1	$ 48,620.25	$ 48,620.25	1	$ 51,051.26	$ 51,051.26
Helmet Shields (Conway Shield)	10	$ 30.00	$ 300.00	10	$ 31.50	$ 315.00	10	$ 33.08	$ 330.75	10	$ 34.73	$ 347.29	10	$ 36.47	$ 364.65	10	$ 38.29	$ 382.88
Helmet Passports (Conway Shield)	10	$ 95.00	$ 950.00	10	$ 99.75	$ 997.50	10	$ 104.74	$ 1,047.38	10	$ 109.97	$ 1,099.74	10	$ 115.47	$ 1,154.73	10	$ 121.25	$ 1,212.47
Turnout Gear Bag	10	$ 84.00	$ 840.00	10	$ 88.20	$ 882.00	10	$ 92.61	$ 926.10	10	$ 97.24	$ 972.41	10	$ 102.10	$ 1,021.03	10	$ 107.21	$ 1,072.08
Tapes	1	$ 50.00	$ 50.00	1	$ 52.50	$ 52.50	1	$ 55.13	$ 55.13	1	$ 57.88	$ 57.88	1	$ 60.78	$ 60.78	1	$ 63.81	$ 63.81
Small Tools and Parts	1	$ 200.00	$ 200.00	1	$ 210.00	$ 210.00	1	$ 220.50	$ 220.50	1	$ 231.53	$ 231.53	1	$ 243.10	$ 243.10	1	$ 255.26	$ 255.26
Replacement stickers, adhesives, labels	1	$ 400.00	$ 400.00	1	$ 420.00	$ 420.00	1	$ 441.00	$ 441.00	1	$ 463.05	$ 463.05	1	$ 486.20	$ 486.20	1	$ 510.51	$ 510.51
Washing Roller Bin (Uline.com, Rubbermade)	2	$ 700.00	$ 1,400.00	2	$ 735.00	$ 1,470.00	2	$ 771.75	$ 1,543.50	2	$ 810.34	$ 1,620.68	2	$ 850.85	$ 1,701.71	2	$ 893.40	$ 1,786.79
Rolling Z-Racks (Uline.com)	4	$ 175.00	$ 700.00	4	$ 183.75	$ 735.00	4	$ 192.94	$ 771.75	4	$ 202.58	$ 810.34	4	$ 212.71	$ 850.85	4	$ 223.35	$ 893.40
Hangers (HICH Heavyduty Hangers, Amazon)	30	$ 30.00	$ 900.00	30	$ 31.50	$ 945.00	30	$ 33.08	$ 992.25	30	$ 34.73	$ 1,041.86	30	$ 36.47	$ 1,093.96	30	$ 38.29	$ 1,148.65
Floor Fans	2	$ 150.00	$ 300.00	2	$ 157.50	$ 315.00	2	$ 165.38	$ 330.75	2	$ 173.64	$ 347.29	2	$ 182.33	$ 364.65	2	$ 191.44	$ 382.88
Subtotal			$ 6,040.00		**Subtotal**	**$ 6,342.00**		**Subtotal**	**$ 56,271.60**		**Subtotal**	**$ 60,937.38**		**Subtotal**	**$ 55,961.91**		**Subtotal**	**$ 58,760.00**
Tax rate in Santa Clara			$ 551.45		9.13%	$ 579.02		9.13%	$ 5,137.60		9.13%	$ 5,563.58		9.13%	$ 5,109.32		9.13%	$ 5,364.79
Shipping			$ 1,000.00			$ 1,000.00			$ 1,000.00			$ 1,000.00			$ 1,000.00			$ 1,000.00
PPE Miscellaneous Equipment Subtotal			**$ 7,591.45**			**$ 7,921.02**			**$ 62,409.20**			**$ 67,500.96**			**$ 62,071.23**			**$ 65,124.79**

Contractual Services	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal	Units	Price	Subtotal
PPE alterations for harness pants loops	36	$ 400.00	$ 14,400.00	36	$ 420.00	$ 15,120.00	36	$ 441.00	$ 15,876.00	36	$ 463.05	$ 16,669.80	36	$ 486.20	$ 17,503.29	36	$ 510.51	$ 18,378.45
PPE Advanced Inspection & Repairs	1	LS	$ 38,000.00	1	LS	$ 38,000.00	1	LS	$ 38,000.00	1	LS	$ 38,000.00	1	LS	$ 38,000.00	1	LS	$ 38,000.00
PPE Detergents	10	$ 500.00	$ 5,000.00	9	$ 525.00	$ 4,725.00	10	$ 551.25	$ 5,512.50	10	$ 578.81	$ 5,788.13	10	$ 607.75	$ 6,077.53	10	$ 638.14	$ 6,381.41
Extractor Servicing and Repair	5	$ 500.00	$ 2,500.00	5	$ 525.00	$ 2,625.00	5	$ 551.25	$ 2,756.25	5	$ 578.81	$ 2,894.06	5	$ 607.75	$ 3,038.77	5	$ 638.14	$ 3,190.70
Academy Burn Set Rental	0	$ 15,000.00	$ -	1	$ 15,750.00	$ 15,750.00	0	$ 16,537.50	$ -	1	$ 17,364.38	$ 17,364.38	0	$ 18,232.59	$ -	1	$ 19,144.22	$ 19,144.22
Contractual Services Subtotal			**$ 59,900.00**			**$ 76,220.00**			**$ 62,144.75**			**$ 63,351.99**			**$ 64,619.59**			**$ 65,950.57**

Major Category Subtotals																		
Total Equipment Costs			$ 353,548.68			$ 535,140.31			$ 388,812.21			$ 599,100.45			$ 482,959.34			$ 650,874.93
Total Contractual Services Costs			$ 59,900.00			$ 76,220.00			$ 62,144.75			$ 63,351.99			$ 64,619.59			$ 65,950.57
Equipment and Contractual Services Grand Total			**$ 413,448.68**			**$ 611,360.31**			**$ 450,956.96**			**$ 662,452.44**			**$ 547,578.93**			**$ 716,825.49**
FY25-26 Planned Expenditures			$ 413,448.68	FY26-27 Proposed Expenditures		**$ 611,360.31**	FY27-28 Projected Expenditures		**$ 450,956.96**	FY28-29 Projected Expenditures		**$ 662,452.44**	FY29-30 Projected Expenditures		**$ 547,578.93**	FY30-31 Projected Expenditures		**$ 716,825.49**
FY25-26 Budget			$ 461,196.00	FY26-27 Approved Budget		**$ 459,400.00**	FY27-28 Forecasted Budget (2%)		**$ 468,588.00**	FY28-29 Forecasted Budget (2%)		**$ 477,960.00**	FY29-30 Forecasted Budget (2%)		**$ 487,519.00**	FY30-31 Forecasted Budget (2%)		**$ 497,269.00**
FY 25-26 Remaining Budget			**$ 47,747.32**	FY26-27 Remaining Budget		**$ (151,960.31)**	FY27-28 Remaining Budget		**$ 17,631.04**	FY28-29 Remaining Budget		**$ (184,492.44)**	FY29-30 Remaining Budget		**$ (60,059.93)**	FY30-31 Remaining Budget		**$ (219,556.49)**

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Sourcewell

Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fire-Dex, LLC, 780 S. Progress Dr., Medina, OH 44256 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Fire-Dex, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jackie Dobro B1FCFEBEA26C4C4...
By: _____	By: _____
Jeremy Schwartz	Jackie Dobro
Title: Chief Procurement Officer	Title: Director of Sales Operations
Date: 3/26/2024 | 1:49 PM CDT	Date: 3/26/2024 | 10:22 AM CDT

DocuSign Envelope ID: 2DE1C7B5-9FF2-4AF0-9DD3-20864C56BB7E

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	Fire-Dex LLC
Address:	780 South Progress Dr. Medina, OH 44256
Contact:	Jackie Dobro
Email:	jackiedobro@firedex.com
Phone:	330-723-0000 375
Fax:	330-723-0035
HST#:	20-8033614

Submission Details

Created On:	Wednesday November 15, 2023 10:20:50
Submitted On:	Thursday January 04, 2024 09:30:00
Submitted By:	Jackie Dobro
Email:	jackiedobro@firedex.com
Transaction #:	66a87f47-371d-449d-a964-47783ef20102
Submitter's IP Address:	107.214.51.128

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fire-Dex, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0MFJ4 Unique Entity ID: N9SZSA1N6BR6	*
5	Proposer Physical Address:	780 S. Progress Dr. Medina, Ohio 44256	*
6	Proposer website address (or addresses):	www.firedex.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jackie Dobro Director of Sales Operations 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 427-8453 Cell: (216) 235-2250	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jackie Dobro Director of Sales Operations 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 427-8453 Cell: (216) 235-2250	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelsey McKinley Contract Administrator 780 South Progress Drive Medina, OH 44256 kelseymckinley@firedex.com Office: (330) 427-8440 Cell: (614) 747-2078	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Fire-Dex is a family-owned and operated company that prides itself on being the fastest-growing manufacturer of head-to-toe PPE for first responders and the world's largest Independent Service Provider (ISP) of PPE care and maintenance under its subsidiary, Gear Wash. Headquartered in Medina, Ohio, with three additional manufacturing locations in Georgia, North Carolina, and Mexico, we are a global company that prides itself on being a family-owned and operated business with a mission "to serve those who serve". For 40 years, our dedicated team of associates has helped pave the path of innovation for new products and services that focus on the health and safety of first responders by offering turnout gear, alternative PPE, boots, hoods, gloves, helmets, and PPE rentals. Fire-Dex is a privately held company acquired in 1983 and that has since expanded, acquiring Chieftain Safety Manufacturing in 2008, TECGEN in 2015, and Gear Wash in 2019. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry. Our vision is to become the world leader in personal protective equipment and are values are FIRE: F - Fun, I - Integrity, R - Respect, E - Excellence.	*
11	What are your company's expectations in the event of an award?	In the event of an award, Fire-Dex would expect to market & use this contract selling to departments throughout the entire United States & Canada.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Fire-Dex LLC is a privately held company. As such these financial statements are extremely confidential and are meant to be used specifically for this bid process only. We have included the most recent consolidated financial statements in our response.	*
13	What is your US market share for the solutions that you are proposing?	Fire-Dex has an approximate US market share of 15% for the products we are proposing.	*
14	What is your Canadian market share for the solutions that you are proposing?	Fire-Dex has an approximate Canadian market share of 3% for the products we are proposing.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Fire-Dex has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Fire-Dex is a manufacturer that has a dedicated sales team of 18 persons throughout the US. We also have a sales operations team who provides service for contracts and a dedicated customer service team of 9 who service our dealer accounts. We utilize a dealer network throughout the US and Canada who have sales representatives that are employed by each individual dealer.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Fire-Dex is ISO 9001: 2015 certified. Our products are also independently certified at UL or SEI and include NFPA 1971 certified turnout gear, boots, gloves, standard knit hoods, particulate barrier hoods, and helmets; NFPA 1999 certified EMS coat & pants, NFPA 1951 & 1999 certified USAR coats & pants, NFPA 1951 & 1977 certified TECGEN51 fatigues, NFPA 1977 certified Wildland coats, pants & coveralls, and NFPA 1951 certified gloves.	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Fire-Dex products are tested at UL and SEI and are NFPA compliant. Our boots are NFPA 1971 & 1992 compliant, our hoods, gloves, helmets, & turnout coats & pants are NFPA 1971 compliant, our EMS coats & pants are NFPA 1999 compliant, our USAR coat & pants are NFPA 1999 & 1951 compliant, our TEGEN51 fatigues are NFPA 1977 & 1951 compliant, our Wildland coats, pants & coveralls are NFPA 1977 compliant, and we also offer a NFPA 1951 certified glove.	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not and have not had any "suspension or debarment" information for our organization, this is not applicable to our company	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Fire-Dex has received multiple awards throughout the past five years including: SR 2019 most valuable brands award, Smart Culture Award, NorthcCoast 99, Weatherhead 100, Growth and Family Business & Longevity Award, Cascade Capital Business Award, Huntington Legacy Award, Inc. 5000 list, Northeast Ohio Smart 50 Award. Many of these awards have been won in multiple years.
21	What percentage of your sales are to the governmental sector in the past three years	An estimated 5% of our sales have been to the government sector in the past 3 years.
22	What percentage of your sales are to the education sector in the past three years	We estimate that less than 1% of our sales have been to the education sector in the past 3 years.
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fire-Dex currently holds the following contracts with the estimated average annual sales for the past 3 years: New York Contract: $502,595 New Jersey Contract: $2,537,434 Mississippi Contract: $362,424 Houston-Galveston Area Council Contract: Unknown, use of dealers with their own executed contracts processing orders Buyboard: Unknown, use of dealers with their own executed contracts processing orders Sourcewell: $211,019
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fire-Dex does not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Salem Fire Department	Chief John Prillaman	540-389-7128
Tipton County Fire Department	Chief Jonathan Piercey	901-476-0217
Gallatin Fire Department	Assistant Chief Scott Woodward	615-452-2543

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Navy SW	Government	California - CA	Outfitting members for search and rescue teams with boots and alternative PPE	Multiple transactions of boots and alternative PPE	$137,000
MS Military Department	Government	Mississippi - MS	Outfitting members with turnout gear, boots, gloves, hoods, and alternative PPE	Multiple transactions of various products	$74,000
Red Rocks Community College	Education	Colorado - CO	Turnout gear for fire academy	80 sets of turnout gear	$82,000
New Jersey EMS Task Force	Government	New Jersey - NJ	Outfitting search and rescue team members	104 USAR coats	$82,000
Division of Homeland Security and Emergency Services-New York	Government	New York - NY	Outfitting members with turnout gear, boots, gloves, hoods, and alternative PPE	Multiple transactions of various products	$91,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	Fire-Dex has a Vice President of Sales, a Senior Regional Zone Director, 2 Regional Zone Directors, 8 Regional Sales Managers, a Metro account representative, and a Director of International Sales. We also have a Sales Operations team of 4 members who support the outside sales team. All of these employees are direct and full-time, located throughout the United States.	*
28	Dealer network or other distribution methods.	Fire-Dex utilizes a distributor network that is spread throughout the US & Canada who are employed by each distributor individually. We have authorized distributors in each state and throughout Canada.	*
29	Service force.	Fire-Dex has a team of 9 customer service members who service our distributor accounts and process orders.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are received through email or our FireWriter ordering system and processed by the customer service team. Acknowledgements are sent to the distributor as a confirmation of the order with estimated ship dates and orders are invoiced once they have been shipped. All orders will be handled by authorized Fire-Dex distributors.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service manager has a team of 8 customer service representatives who have dedicated dealer accounts and areas that they service. All orders are processed in an timely manner. When an inquiry is sent to our customer service representatives, through phone or email, they are responded to within 24 hours. Customer service representatives are cross-trained across accounts to be able to provide service at all times to each account.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fire-Dex has authorized distributors throughout the United States and Canada and 16 sales representatives that service this area, including one specifically for metro accounts. Our customer service team has a dedicated representatives for each area within the United States and Canada to assist with orders and inquiries. We offer a variety of products that will be offered to any participating entity.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fire-Dex has several dealers throughout Canada and a Director of International Sales who is the primary Fire-Dex contact for Canada. Our customer service team has a dedicated representative to process Canadian orders. We offer a variety of products that will be offered to any participating entity.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fire-Dex will service the entire United States & Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Fire-Dex plans to service all Sourcewell Member sectors through the proposed contract.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that apply to members in Hawaii, Alaska, or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We plan to continue educating our dealer network as well as the fire departments we work with and talk to through various marketing mediums about the benefits of ordering using this contract. This will include continuing to include information about utilizing this contract as a resource to our website (https://www.firedex.com/fire-department-procurement-contracts/), optimizing SEO and implementing an ongoing social media and email strategy to effectively reach our target audience. We provide training to new Fire-Dex employees and authorized distributors on the use of this contract and provide them with reference materials that can be shared with interested departments who wish to make a purchase. Attached is an example.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fire-Dex has a section dedicated to our current Sourcewell contract on our website (https://www.firedex.com/fire-department-procurement-contracts/) and intends to keep this resource up to date. We will continue to implement social media to enhance marketing effectiveness of this contract, including Facebook and Instagram.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell should continue to promote this contract on their website, giving easy access to members searching for the items included in the solicitation. Sourcewell should also continue to promote webinars for vendors & members that review the benefits of using a contract such as this in order to easily and effectively purchase the items their departments need. Fire-Dex plans continue to have the Sourcewell contract included in our sales process by continuing on-going training to our sales team & dealer network on the availability of the contract & including the "how to purchase" guide for using this contract (attached) as well as keeping the details of the contract available on our website.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Fire-Dex offers several items through e-procurement (https://www.firedex.com/shop/). We also have several distributors who offer e-procurement ordering.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Fire-Dex has various resources for training available on our website and at our headquarters in Medina, Ohio. Our sales team and dealer network are available for training by appointments. These are optional training sessions and the cost of travel to Ohio would be incurred by the attendees, Fire-Dex would provide lodging and meals. We also host various training webinars a routinely send newsletters and other communications for continued education around our products.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Fire-Dex offers an exclusive outer shell material, TECGEN71, that is the only outer shell on the market that can be paired with the lightest thermal liners and moisture barriers to create the most lightweight system available. We have also introduced a new product. AeroFlex™ is the first and only turnout suit to utilize AeroVent™ Technology, a ventilation design that maximizes airflow efficiency. By ingeniously incorporating four strategically placed vents, air flows from the wearer's core through the thermal liner and moisture barrier where heat increases the most: under the armpits and along the inner thighs. Active movement promotes airflow by decreasing the amount of sweat buildup, keeping your body cool and dry. By combining a breathable, 3-layer composite system, the VaporLite™ Panels offer the best RET and THL performance in the industry by moving heat via the evaporation of sweat-carrying moisture vapor from your skin to the outer environment. Ultimately, AeroFlex™ provides enhanced breathability that enables you to regulate your core body temperature, reducing the risk of heat stress and other cardiac-related issues.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Fire-Dex continues to recycle and has a commercial grade water bottle refilling station at our headquarters located in Medina, Ohio.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Fire-Dex does not have any of these ratings or certifications related to energy efficiency or conservation.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Fire-Dex does not have any WMBE or SBE certifications.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Fire-Dex is solely focused on the fire service and is the only personal protective clothing manufacturer to produce head to toe protection. The TECGEN71 outer shell material is owned exclusively by Fire-Dex and is lighter, thinner, and more flexible in order to combat with heat stress which is the leading cause of line of duty deaths in the industry. AeroFlex™ is the first and only turnout suit to utilize AeroVent™ Technology, a ventilation design that maximizes airflow efficiency, also designed to combat heat stress.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	All of our products are covered by our general warranty. If an item is covered under warranty that will include parts and labor.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is valid when products are used as directed.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our general warranty would cover shipping costs to return items for any repair work covered under the warranty.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Fire-Dex works with several independent service providers throughout the US and Canada that we authorize to perform repair work under warranty. Fire-Dex's subsidiary, Fire-Dex GW, LLC dba Gear Wash, is the largest Fully Verified Independent Service Provider (ISP) of PPE care and maintenance in the world and used for performing work under warranty at one of our 10 locations throughout the United States. Warranty requests should be submitted through the customer service representative for the coverage area who will direct you to the nearest warranty repair facility to send the items.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Fire-Dex will only warranty items manufactured by Fire-Dex and is not offering items made by other manufacturers.	*
52	What are your proposed exchange and return programs and policies?	Fire-Dex does not accept returns or exchanges on custom items unless they are deemed defective. Any stock items can be exchanged or returned with a restocking fee applied.	*
53	Describe any service contract options for the items included in your proposal.	Fire-Dex does not offer any service contract options in the proposal.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	Fire-Dex prides itself on our performance standards and quality of workmanship. During our manufacturing of products gear goes through 17 inspection points throughout the process. Each team and section has an inspection station with electronic access to specifications and WI's. Fire-Dex has a data collection system to monitor in process quality and productivity and provide quality incentives to insure "Right the First Time" for all sewers. Fire-Dex guarantees high quality workmanship and through continually inspecting not only our products but processes to ensure we best meet our mission of "serving those who serve".
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Fire-Dex is ISO 9001:2015 compliant with an operating culture based upon continuous improvement and process excellence. Fire-Dex has strict process and product controls to ensure the accuracy of all finished products. The Company ensures all methods and procedures used in design and manufacturing are repeatable and robust to meet the high demands of the first responders they supply. Quality Equipment and Facilities Fire-Dex has invested in its facilities and standard processes to ensure the reliability and functionality of its equipment meet the demands of custom production. The equipment consists of state-of-the-art CAD/CAM cutting software and equipment to safeguard the accuracy of custom order production. It is important to note that the company maintains strict controls between design software and manufacturing software. This eliminates the possibility of changing patterns in the manufacturing arena and further heightens our commitment to pinpoint order accuracy. Fire-Dex uses "error proofing" techniques embedded in the pattern design to attain order accuracy throughout sewing operations. The Fire-Dex facility is divided into work cells to promote continuous inspection and efficient flow of material to heighten order quality. Fire-Dex abides by a philosophy that quality is built into a product, yet there are minimum of 17 inspection stations throughout the process to protect order accuracy. Fire-Dex has a sophisticated testing lab within the Medina, Ohio headquarters. The lab is supplied with numerous testing devices that are outlined in test requirements for NFPA standards. The lab is used for routine inspection of raw materials, finished goods, and is used in combination with third party testing labs to facilitate annual re-certification and development of new products. Systems Fire-Dex has a state-of-the-art document management system, with tight editorial controls, that are available to all associates. Forms, documents, procedures, and detailed work instructions are available to every employee with "point and click" access at terminals strategically located throughout the facility. As such, Fire-Dex has rigorous process and product change control procedures to eliminate variation and instill repeatability of the products we manufacture. Fire-Dex also has sophisticated data collection systems to monitor product quality for continuous improvement to the products and effectiveness of the quality management system. All quality metrics are visible to all associates to engage them in the ongoing maintenance and enhancement of the system. Quality records are maintained according to ISO standards and lot traceability is maintained electronically in accordance to NFPA standards. Fire-Dex has a full time Quality Compliance Coordinator, teams of internal auditors, Six Sigma Green Belts, and Six Sigma Black Belts on staff full time. Fire-Dex has a thorough new employee and ongoing employee training program. Fire-Dex continually invests in its staff by providing ongoing quality education programs both internally and with local University's in the area. Fire-Dex actively participates in NFPA standards development and has participated on the committees for greater than 15 years. Records Maintenance Fire-Dex maintains all records required by NFPA 1971 detailing construction of and testing the materials used in manufacturing garments.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Fire-Dex payment terms are net 30. Accepted payment methods are check, wire transfer, or credit card.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Fire-Dex distributors have various financing options available.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Fire-Dex uses a custom website for quoting and ordering products. Order must be placed through this site which includes standard terms and conditions with each order placed. Examples attached.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Fire-Dex does not accept the P-card procurement and payment process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fire-Dex has included our full price list for this contract proposal. Fire-Dex would like to offer a 45% discount from list for all items included in the price list provided.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fire-Dex would like to offer a 45% discount from list for all items included in the price list provided.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts will be considered on a case by case basis.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Fire-Dex does not offer "sourced" products or related services.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs other than shipping or freight.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Fire-Dex has offered the same discount off of list pricing structure for all of our awarded contracts (HGAC, BuyBoard, New York State, New Jersey State, Mississippi State)

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Fire-Dex has a newly launched and updated web-based quoting system, Fire-Writer3, which will have the contract prices available. Customer service will review orders received to ensure the contract prices are accurate & to calculate the administrative fee to Sourcewell. These sales will be compiled for the required quarterly report to Sourcewell. *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fire-Dex will review the quarterly report of sales using this contract to determine it's success. Fire-Dex will also compare these reports from the previous contract sales to work for year over year growth and customer retention. *
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fire-Dex proposes to continue with a 1% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the contract. *

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Fire-Dex manufactures NFPA 1971 compliant custom turnout gear, helmets, gloves, hoods, as well as USAR apparel, EMS apparel, and ARFF apparel. NFPA 1971 compliant leather and rubber fire boots are also available. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry. *
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Fire-Dex specializes in custom specified orders with over 90% of orders being fully custom. We have recently launched an updated system for ease of customization and visualizing the end product.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Fire-Dex recommends the use of sizing gear and we have trained dealers to accurately perform sizing for their orders and all of our products provided in this contract. Sizing is always provided through a trained and authorized Fire-Dex representative.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Helmets, Footwear, EMS, Wildland, Turnouts, Gloves, Hoods *

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Protective Clothing	(•) Yes ( ) No	Fire-Dex offers protective clothing certified to NFPA 1971, 1951, 1999, 1977, available in coats, pants, and coveralls.	*
77	Helmets and related accessories	(•) Yes ( ) No	Fire-Dex manufactures 2 different styles of helmets (modern & traditional) and offers and standard or deluxe version.	*
78	Other related equipment and accessories	(•) Yes ( ) No	Fire-Dex manufactures 2 different styles of leather boots, 1 rubber boot, 2 styles of gloves, and both standard and particulate blocking hoods.	*
79	Firefighting apparel and station-wear	(•) Yes ( ) No	Fire-Dex manufactures several product lines of apparel, including wildland offerings.	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	( ) Yes (•) No	N/A	*
81	Cleaning and decontamination service and maintenance	( ) Yes (•) No	N/A	
82	Firefighting PPE cleaning supplies	( ) Yes (•) No	N/A	
83	Cleaning equipment for other firefighting equipment and tools	( ) Yes (•) No	N/A	
84	Services Related to the equipment described above	( ) Yes (•) No	N/A	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell Price List 2024.pdf - Wednesday January 03, 2024 14:05:29
- Financial Strength and Stability - Fire-Dex & Fire-Dex GW Financial Documents 2021-2022.pdf - Thursday December 28, 2023 08:11:44
- Marketing Plan/Samples - Sourcewell- How to Purchase.pdf - Wednesday December 27, 2023 13:47:15
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Fire-Dex Warranty 11.23.21.pdf - Wednesday December 20, 2023 15:20:36
- Standard Transaction Document Samples - Fire-Dex Quote Example with Terms & Conditions.pdf - Wednesday January 03, 2024 17:50:03
- Requested Exceptions (optional)
- Upload Additional Document - Master Catalog.pdf - Wednesday December 20, 2023 15:34:15

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jackie Dobro, Director of Sales Operations, Fire-Dex, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 010424-FDX

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Fire-Dex, LLC** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Firefighting Personal Protective Equipment with Related Equipment Cleaning to Sourcewell and its Participating Entities, effective March 26, 2024, through March 27, 2028 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 4/3/2025 | 1:53 PM CDT

Fire-Dex, LLC

By: DocuSigned by: Jackie Dobro B1FCFEBEA26C4C4...

Jackie Dobro, Director of Sales Operations

Date: 4/3/2025 | 1:48 PM CDT

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Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	LION First Responder PPE, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mark T. Smith 5B7DDCBA48E84BD...
By: _____	By: _____
Jeremy Schwartz	Mark T. Smith
Title: Chief Procurement Officer	Title: President LION Americas
Date: 3/26/2024 | 11:35 AM CDT	Date: 3/26/2024 | 11:16 AM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	LION First Responder PPE
Does your company conduct business under any other name? If yes, please state:	LION
Address:	7200 Poe Avenue Dayton, OH 45414
Contact:	Melissa Kirk
Email:	mkirk@lionprotects.com
Phone:	937-266-0869
Fax:	937-415-0869
HST#:	47-1845529

Submission Details

Created On:	Wednesday November 29, 2023 14:37:26
Submitted On:	Wednesday January 03, 2024 14:16:58
Submitted By:	Melissa Kirk
Email:	mkirk@lionprotects.com
Transaction #:	2031f132-8d6c-4ae7-8577-55ddeea9c4c6
Submitter's IP Address:	144.121.190.195

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	LION First Responder PPE, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"	*
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414	*
6	Proposer website address (or addresses):	www.lionprotects.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 mkirk@lionprotect.com 937-266-0869	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 stheodor@lionprotects.com 937-415-2935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire. Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions: LION Americas, LION Europe, Middle East & Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions). We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50. LION just recently celebrated 125 years of service. Please watch our celebration video to experience our company culture. LION: CELEBRATING 125 YEARS OF SERVICE (youtube.com) https://www.youtube.com/watch?v=-ZcI1JcSN3w LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over

		the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market. In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term “StationWear” and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you. THE LION STORY LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after. LION MISSION Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action. LION CULTURE While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers’ expectations. Our solutions are not “cookie cutter” ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks. LION CORE BELIEFS LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers. Doing What We Promise We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity. Learning From Everything and Everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers’ needs and exceeding them. Respecting All People We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement. Collaborating To Deliver Solutions We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion’s success. Expecting Nothing Short of Excellence We understand that exceeding our customers’ expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution. Being Good Corporate Citizens We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.	*
11	What are your company’s expectations in the event of an award?	To educate the first responder network on the benefits of cooperative purchasing and leverage the relationship and Sourcewell reputation as an industry cooperative purchasing leader and achieve competitive advantage to continue to protect first responders.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	LION First Responder PPE, Inc and LION TotalCare are wholly owned subsidiaries of LION Group, Inc. with total company sales of more than $300M. LION Group, Inc. has positive cash flow and a strong balance sheet. Trade References attached.	*
13	What is your US market share for the solutions that you are proposing?	28-32%	*
14	What is your Canadian market share for the solutions that you are proposing?	35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	LION has never petitioned for bankruptcy protection	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LION is best described as a Manufacturer. LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstation and attending LION University for product and process education. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI) *
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	LION holds the following certifications for various products in our product offering. NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets NFPA 1951, Standard on Protective Ensembles for Technical Rescue LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements. NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting LION Product Offering: Versa Pro coat and pant NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove NFPA 1975, Standard on Emergency Services Work Apparel LION Product Offering: Several styles of station work uniforms. Shirts and pants. NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983) LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies LION Product Offering: Several models of MT-94 Several models of ERS

NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents

LION Product Offering:
Several models of MT-94 – Class 2
Several models of ERS – Class 3

NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

LION Service Offering:
Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

Provide training modules for fire departments compliance with 1851.

NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue

LION Service Offering:

Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness
Lion Fire Academy offers online training to various portions of NFPA 1500.

NFPA 1001, Standard for Fire Fighter Professional Qualifications
Several staff members hold Professional Qualifications certifications.

NFPA 1402, Standard on Facilities for Fire Training and Associated Props

LION Product Offering:
Live fire and digital training props and facilities

NFPA 1403, Standard on Live Fire Training Evolutions

LION Product Offering:
Live fire training props

OSHA 2254, Training Requirements in OSHA Standards
Various products to support the training requirements in OSHA 2254

ISO 9001, Quality Management Systems – Requirements
All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)

CTPAT: Customs Trade Partnership Against Terrorism
Certified partner

LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.
Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561)
Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405)
Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580)
Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402)
Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891)
Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857)
Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850)
Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950)
Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards)
ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair)
ASTM E54 Commitete on Homeland Security Applications

19	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	RedZone Contaminant Control Package LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures. In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package. The particulate blocking ensemble: · Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble “Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter’s skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC’s PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear.” – DHS FACT SHEET DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk “We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces.” DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet “By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters.” https://verify.ul.com/verifications/237	*
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..	*
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NY State Contract = Approximately $7M NJ State Contract = Approximately $3M NPP = Approximately $12M	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that respresent the entire LION portfolio of products and services.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov Antionio Locascio "Nino" Nino.Locascio@phoenix.gov	602-339-0549 602-380-3003	*
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000	*
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041	*

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
W S Darley & Co	Government	Illinois - IL	NAVY 2K	$250,000	$852,883	*
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	$800,000	$2,608,312	*
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	$2,500,000	$15,020,383	*
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	$1,500,000	$5,171,388	*
Safeware	Government	Maryland - MD	Personal Protective Products	$1,000,000	$3,655,464	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	The LION Sales Team 41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio. Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts. Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement. Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members. Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.	*
28	Dealer network or other distribution methods.	Dealer Network. LION partners with over 200 Distribution Partners. These Distribution Partners employee thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.	*
29	Service force.	LION TotalCare offers care and maintenace of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program. The Denver location offers an exclusive carbon dioxide (CO_2) contaminant cleaning technology. See attachment for additional details on CO_2.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are placed with a LION Distribution Partner. The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LION has a Customer Sales and Support Team team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no identifed restrictions.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no identified restrictions LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners. Our areas of strengths/marketing strategy include the following: LION Core Values & Commitment to Service Team Structure & Support Methodical Approach to Business Market Analysis Customer Segmentation New Product Launch Plans Meaningful Product Differentiation Brand Building Metro Support Distribution Support LION University End-User Outreach Press Releases & Press Coverage Metro Sponsorships Customer Education & Awareness Campaigns Trade Shows Collateral Development Print & Digital Advertising Industry Supplements Videography Digital Platforms (Website, LION Fire Academy) Social Media
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies. LION utilizes a YouTube Channel to share product information and demonstations with our Distribution Partners and End User Cusstomers. https://www.youtube.com/@lionconnects/featured
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Edcuation and Engagement events.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

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Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development. LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition. https://www.lionprotects.com/fireacademy
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION’s Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfer Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper. 5. We strive to minimize material waste. a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes. b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. Lion’s Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3). 9. Lion complies with all environmental laws and regulations in the locations where we operate.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a result of our commitment to research based design and innovation, LION has been awarded mutliple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefigher challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user: A. Claims made after 60 days from the date of shipment for damage to materials; B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; C.Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; D.Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); F. Damage caused by repair work not performed to factory specification; G.Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion; H.Loss of retroreflectivity of reflective trim due to normal wear or heat exposure; I. Detachment of reflective trim due to thread abrasion or heat exposure; J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear; K. Loss of buttons, snaps, or cuff hem seams	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner. LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.	*

52	What are your proposed exchange and return programs and policies?	RETURNS a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items: i. Products that have been worn, laundered, altered or soiled are non- returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
53	Describe any service contract options for the items included in your proposal.	LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program. Programs include: LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping. 1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced. LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facilty and quality standard checks.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Net 30	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcewell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcewell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcewell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.	*

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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10-35% off list. A document stating product category and discount off list price will be uploaded.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This does not apply to the LION product offering.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders. While LION Training Products are offered on a seperate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination. Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.	*

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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category Turnout Gear 35% off list Turnout Accessories 35% off list Technical Rescue TR51 35% off list USAR/Tech Rescue_Versa Pro 15% off list Med Pro_Emergency Medical Rescue Wear 15% off list Gloves 10% off list Boots 20% off list Helmets 35% off list Hoods 15% off list CBRN 15% off list Maintenace and Cleaning Services 20% off list See uploaded document. Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.	*
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION. LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.	*
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of sales under the awarded contract	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.	*
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.	
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary , the Sizing Team Member will take critical measurements using a tape measure to insure the proper the sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizng Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
7	Protective Clothing	(•) Yes ( ) No	Turnouts and RescueWear. StationWear and Uniforms included in a seperate RFP.
77	Helmets and related accessories	(•) Yes ( ) No	Helmets and helmet accessories.
78	Other related equipment and accessories	(•) Yes ( ) No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	(•) Yes ( ) No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	( ) Yes (•) No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	(•) Yes ( ) No	LION TotalCare
82	Firefighting PPE cleaning supplies	(•) Yes ( ) No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	( ) Yes (•) No	LION does not offer these products.
84	Services Related to the equipment described above	(•) Yes ( ) No	LION TotalCare

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, of Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- Financial Strength and Stability - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- Marketing Plan/Samples - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- WMBE/MBE/SBE or Related Certificates - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- Warranty Information - UserGuide_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- Requested Exceptions - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- Upload Additional Document - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melissa Kirk, Distribution Sales Manager, LION

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

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○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

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Sourcewell

Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L.N. Curtis & Sons, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	L.N. Curtis & Sons
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Angela Mackey 0481CBBDFB8F456...
By: _____	By: _____
Jeremy Schwartz	Angela Mackey
Title: Chief Procurement Officer	Title: Director of Customer Service Fire/Rescue
Date: 4/22/2024 | 1:21 PM CDT	Date: 4/22/2024 | 12:51 PM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	L.N. Curtis & sons
Does your company conduct business under any other name? If yes, please state:	Curtis
Address:	185 Lennon Lane Suite 110 Walnut Creek, CA 94598
Contact:	Nick Lawrence
Email:	NLawrence@LNCurtis.com
Phone:	510-499-4112
HST#:	

Submission Details

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Submitted By:	Angela Mackey
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Transaction #:	14b197b7-3225-4ab6-96d0-1d95a169b5fd
Submitter's IP Address:	73.11.118.189

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	L.N. Curtis & sons (Curtis)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Curtis / L.N. Curtis / LNCurtis	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5E720	*
5	Proposer Physical Address:	185 Lennon Lane, Suite 110 Walnut Creek, CA 94598	*
6	Proposer website address (or addresses):	https://lncurtis.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com | 206-305-4057	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com | 206-305-4057	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Curtis, Vice President 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 JCurtis@LNCurtis.com | 510-268-3325	

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Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Our values have remained as our foundation through 95 years of successfully supporting emergency responders: Quality, Service, Integrity and Caring. Curtis is a company whose principal product is service; whose principal resource is people; and, whose principal purpose is to be a distinguished leader in the field of supplying firefighting, search & rescue, safety, HAZMAT and emergency products/services. The company and its employees are proud to be associated with America's emergency responders; our country's bravest and best. Since 1929, Curtis has been delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies located worldwide.	*
11	What are your company's expectations in the event of an award?	In the event of an award, Curtis will maintain the highest level of customer service for Sourcewell's members by delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies locate worldwide. Curtis will maintain the existing high level of customer service as a premier provider for equipment to first responders. This will be done by fulfilling customer requirements, accurately, timely and with significant value. Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership. Curtis expects to make a fair profit and will maintain the existing high level of customer service we've been providing to Sourcewell member agencies under current contract 032620 since 2020.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attached document "Curtis Financial Statements 12312023"	*
13	What is your US market share for the solutions that you are proposing?	For our primary market which is the Western 13 states, we have anywhere from a 30% market share to a 60% market share, depending on the segment or product category.	*
14	What is your Canadian market share for the solutions that you are proposing?	Curtis does not sell into the Canadian market at this time.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal. Curtis has a Service Provider business unit that specializes in PPE Care & Maintenance. A five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards. Please note that written authorization from our manufacturers is available on request.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with 12 facilities spread throughout Washington, Oregon, Colorado, Utah, Arizona, Idaho, Nevada, and California.	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Curtis has received multiple dealer recognition awards from industry manufacturers for high achievement, including from Globe, MSA, Workrite, Hurst, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years	Government/Municipal = 99+%	*
22	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional, and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately four-million dollars per year.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of four-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Clara Fire Department California	Nicole Gresham Management Analyst	408-615-4944	*
Matsu Borough Fire Department Alaska	Jake Boothby	907-745-4801	*
Fountain Hills Fire Department Arizona	Fire Chief Dave Ott	480-837-9820	*
Santa Fe Springs Fire Department California	Asst. Fire Chief Michael Kozicki	562-944-9713 ex. 3811	

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a worldwide DoD customer base	Range from a few hundred dollars to a millions of dollars	Averaging approximately twenty-million dollars per years, 2020 - 2023	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately four-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	Averages around $50,000+	Average yearly sales volume totals approximately $2M+	*
Clark County Fire Department	Government	Nevada - NV	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE, firefighting tools, heavy rescue, and water flow equipment.	Averages around $95,000+	Average yearly sales volume totals approximately $3M+	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment.	Averages around $50,000+	Average yearly sales volume totals approximately $2.5M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

27	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center - Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 Curtis Intermountain Operations Center - Fulfillment Center 1635 Gramercy Road Salt Lake City, Utah 84101 Curtis Northwest Operations Center 6507 S. 208th Street Kent, Washington 98032 Curtis Pacific North Operations Center 6723 Sierra Court, Suite C Dublin, CA 94568 Curtis Pacific South Operations Center 15523 Carmenita Road Santa Fe Springs, CA 90670 Curtis Southwest Operations Center 4647 South 33rd Street Phoenix, AZ 85040 Curtis PPE Care & Maintenance (Main Facility) 517 West Sunset Road Henderson, NV 89011 Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. The sales force is directly supported by 40+ customer service reps and specialists on a daily basis. See attached document "Curtis-Sales-Territories-Map"
28	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.
29	Service force.	In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: • Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer. • Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance. • Personal Protective Equipment and Ensemble Care & Maintenance—A five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards. • Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education. • CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products.

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Curtis Procedures for Processing Orders Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back-orders status are provided to the customer on a regular basis until the order is filled. ORDER BILLING Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order. PAYMENT FOR GOODS RECEIVED Curtis extends payment terms of net thirty (30) days from date of invoice.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that “normal office hours” has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis’ customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis’ customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company’s customers. This enables Curtis’ customers to contact the company’s sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during “outside-of-normal” business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS’ representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Curtis has successfully provided products and services to Sourcewell member agencies under current contract 032620 since 2020. With the sales force detailed in #27 and the service force detailed in #29, Curtis is willing and able to support all Sourcewell users, while maintaining the contract requirements.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curtis does not sell into the Canadian market at this time.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #34, all products included in Curtis’ proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments to customers located in the continental 48 states, as well as Alaska and Hawaii: FOB: Origin, freight added, or as otherwise required by the customer. List Price less the Brand Discount plus an (estimated) Freight Charge. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis’ sales teams will target the areas with the greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after the contract award, our marketing department will announce the award on our website and other on-line public forums in which we participate with our customers. Additionally, Curtis’ marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, manpower, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis's sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis cross-digital program abilities include: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters o Keyword Campaigns o Metadata o Rich Content o Backlinking Curtis has a substantial marketing and merchandising team that focuses on maintaining and improving the Curtis online footprint.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis's personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions) ; procedures for quotes, order entry and post-sales support; and any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expects to "hit the ground" prepared, running, and successful.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis websites offers customers a secure, fast and easy to use online experience featuring a robust product catalog, advantaged search features and product details and specifications to make informed shopping decisions. Curtis also offers Agency online accounts for departments, businesses and special agreements which offer enhanced features of these custom web portals include: • Tax Exempt ordering with appropriate qualifications and approvals • Net 30 Terms with credit approval from LN Curtis & sons • Customer Specific Pricing • Customer Specific product catalog (exclusive to individual or group of customers) • Online Quoting • Quartermaster Ordering – Ability to have order approval processes • User based access – Ability to control who can order, see invoices or create shopping lists • Quick Re-Order at the order and product level • Custom designed shopping lists to make shopping easier by department or team For more details: https://lncurtis.com/agency-accounts/ Curtis+ Program allows customers to maintain a single source allotment or allowance program with Curtis. Manage, track and control allowance-based purchases. For more details: https://lncurtis.com/curtis-plus/

Table 8: Value-Added Attributes

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis will provide product familiarization whenever appropriate and can coordinate training from factory certified personnel where appropriate. Curtis has a robust technical service team to support Breathing Air Compressors, SCBA, & Hurst extrication tools. Curtis also operates 6 PPE Care facilities to help customers clean, repair and maintain their turnout gear. Curtis' CurtisCARE Program offers members significant opportunities to receive presales and post-delivery education and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer education in equipment use; inspection, repair, maintenance; and safety during deployment at no cost to the member. A sampling of available value-added education, available through our CurtisCARE program, includes: • Complete Personal Protective Equipment (PPE) product education, maintenance, repair, and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, fit-testing, and maintenance services. • Complete gas detection product education, and maintenance services • Complete rescue tool product education, and maintenance services • Complete breathing air compressor product education, and maintenance services • Complete Firefighting towers and buildings, and Firefighting training-prop product education, and maintenance service CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education specialists, rescue tool education specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education involves our outside sales representatives. These professionals provide product education, seminars, and hands-on demonstrations. Additionally, Curtis' suppliers are a valuable and valued asset for product and service education programs.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Curtis provides the ability through our state of the art website for agencies to create accounts and receive their co-op pricing online. Allowing the customer to buy on the Sourcewell contract through the medium that works best for them.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Curtis understands the importance of continually improving its sustainability and - proactively over the last 10 years - worked to transition what were paper heavy process into paper-less process. Our fulfillment center works to consolidate shipments whenever possible to reduce our burden on the transportation and oil dependence while each of our locations participates in their local recycling programs. Whenever possible and reasonable, we have updated facilities to more energy efficient lighting, water heaters and HVAC equipment. Most recently, Curtis has begun experimenting with Electric Vehicles to see how we can move forward with properly servicing our customers, but also improving our sustainability.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We look to work closely with manufacturers that have sustainability programs and initiatives.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	"As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type. "

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46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Curtis is focused on being a long term partner with customers. We look to provide value and solutions to members through our full service offering: Support with the initial discovery, and review of products. Procurement of selected items. Maintenance and repair to support the product for its lifespan. Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Kent, WA, Salt Lake City, UT, Walnut Creek, CA, Santa Fe Springs (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide. A great source of corporate pride and import, Curtis achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced a significant increase in customer acceptance of this "piggyback" contract mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance with solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: o Firefighter Protective Clothing o Station-Wear o Helmets & Related Accessories o Related Equipment o PPE Cleaning Equipment & Product o PPE-related Services

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Item 47 - Curtis Terms & Conditions of Sales"	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*
52	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special-order products and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified in the RA. 4. When shipping to a Curtis location, carefully pack the product to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for products that arrive at our facility in undamaged new and unused condition. Curtis reserves the right to reject all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in conditions other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
53	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	Guided by the operating principle of striving to be THE BEST, we have two primary responsibilities: 1. Ensure that every need of every customer is met…every time, on time 2. Respond quickly to customer issues and resolve them efficiently and to the customer's complete satisfaction Curtis is committed to providing our customers with the required service and product familiarization needed to safely and effectively employ the products and equipment we supply. A sampling of available value-added product familiarization, available through our Curtis Care program, includes: • Personal Protective Equipment (PPE) product education and familiarization maintenance, repair and cleaning services • Self-Contained Breathing Apparatus (SCBA) product education, familiarization, fit-testing, and maintenance services • Gas detection product education, familiarization, and maintenance services • Rescue tool product education, familiarization, and maintenance services • Breathing air compressor product education, familiarization and maintenance services • Firefighting training towers and buildings, and Firefighting training prop product education, familiarization, and maintenance service Curtis stands behind our products and will make things right.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Curtis offers terms for municipal and government agencies and accepts MasterCard, Visa and American Express for all end users. Non-agency customers can apply for terms and varying credit limit based on financial credit application. Payment terms are net 30 days from invoice date with no discounts or retention of any kind or sort allowed. Interest will accrue on invoices unpaid after the net due date at the annual rate of 12% or the maximum legal contract interest rate, whichever is less.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Agencies can request a lease-to-own option with flexible terms and payment schedule.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). See attached "Sourcewell RFP 010424 Sample"
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Curtis accepts P-Card payments with no processing fees.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, “Item 60 - Curtis Price Offering.” Curtis’ proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand’s entire published catalog.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis’ proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers’ Suggested (List) Price.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All deliveries are F.O.B. the Curtis’ facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All deliveries are F.O.B. the Curtis’ facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*

67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support. Logistics Solutions Curtis offers complete transportation and logistics management services. By contracting and managing a network of national, regional, and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we can provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See attached pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Customer Service Managers within the Curtis organization review daily sales orders to ensure proper contract pricing is provided to end users. Curtis administration will provide a contract sales activity report to the Sourcewell representative assigned to this contract no later than 45 days after the end of each calendar quarter. The report will contain all of the fields described in the contract template.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell. Curtis has seen a regular increase in annual sales throughout the duration of the current Sourcewell PPE & FFE contracts.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay a 1% (or less) administrative fee to Sourcewell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	"As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product" training in use, care, maintenance and repair, and safety.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified. Additionally, CurtisCare PPE provides NFPA 1851-compliant PPE inspection, repair and cleaning services. CurtisCare PPE is included in this Curtis proposal.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' proposal includes products representing the following categories and subcategories: 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) • Firefighter Protective Clothing (structural and proximity [aircraft]) o Turnout Jackets o Turnout Pants o Firefighting Boots o Firefighting Gloves o Firefighting Hoods • Wildland Fire Fighting Protective Gear o Wildland Jackets o Wildland Pants o Wildland Boots o Wildland Gloves o Wildland Hoods • Technical Rescue Protective Gear o Tech Rescue Jackets o Tech Rescue Pants o Tech Rescue Boots o Tech Rescue Gloves • Station-Wear o Blouses (shirts) o Jackets o Pants o Footwear o Replacements parts and accessories • Miscellaneous PPE-related equipment o Belts o Packs o Base Layers o Eye Protection o Face Protection o HazMat o Storage, Cleaning, Care & Maintenance o Other 2. PPE-RELATED SERVICES • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care, assistance during deployment, repair, and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	(•) Yes ( ) No	Such as: o Turnout Jackets & Pants o Firefighting Boots o Firefighting Gloves o Wildland Jackets & Pants o Wildland Boots o Wildland Gloves o Wildland Helmets o Wildland Hoods o Tech Rescue Jackets & Pants o Tech Rescue Boots o Tech Rescue Gloves o Tech Rescue Helmets
77	Helmets and related accessories	(•) Yes ( ) No	Such as: o Firefighting Helmets o Firefighting Hoods
78	Other related equipment and accessories	(•) Yes ( ) No	Such as: o Belts o Packs o Base Layers o Eye Protection o Face Protection o HazMat o Storage, Cleaning, Care & Maintenance
79	Firefighting apparel and station-wear	(•) Yes ( ) No	Such as: o Station-shirt / Blouses o Jackets o Pants o Footwear o Hats o Workout Gear o Tee Shirts o Replacements parts and accessories
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	(•) Yes ( ) No	Such as: o Extractors o Dryers / Drying Cabinets o Racks & Accessories
81	Cleaning and decontamination service and maintenance	(•) Yes ( ) No	
82	Firefighting PPE cleaning supplies	(•) Yes ( ) No	
83	Cleaning equipment for other firefighting equipment and tools	(•) Yes ( ) No	
84	Services Related to the equipment described above	(•) Yes ( ) No	• Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care, assistance during deployment, repair, and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

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2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - SourceWell RFP 010424 Firefighting PPE Product Catalog CURTIS _FINAL.xlsx - Thursday January 04, 2024 16:26:32
- Financial Strength and Stability - Curtis Financial Statements 12312023.pdf - Wednesday January 03, 2024 16:08:24
- Marketing Plan/Samples - Curtis Brochure.pdf - Thursday January 04, 2024 15:57:48
- WMBE/MBE/SBE or Related Certificates - ECMS Service Guarantee 2021.pdf - Thursday January 04, 2024 15:58:41
- Warranty Information - Item 47 - Curtis Terms & Conditions of Sales.pdf - Thursday January 04, 2024 14:51:49
- Standard Transaction Document Samples - Sourcewell RFP 010424 Sample.pdf - Thursday January 04, 2024 16:12:24
- Requested Exceptions (optional)
- Upload Additional Document - Curtis-Sales-Territories-Map.pdf - Thursday January 04, 2024 13:25:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Angela Mackey, Director of Customer Service, Fire/Rescue, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

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○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

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Sourcewell

Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ricochet Manufacturing Company LLC, 4700 Wissahickon Ave., Suite 112, Philadelphia, PA 19144 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Ricochet Manufacturing Company LLC
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: 205369C983074E7...
Jeremy Schwartz	Peter Askey
Title: Chief Procurement Officer	Title: President & CEO
Date: 3/26/2024 | 12:43 PM CDT	Date: 3/26/2024 | 9:47 AM PDT

DocuSign Envelope ID: 1D1B0E1C-3E91-4207-B519-DA4964BD6F7A

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	Ricocet Manufacturing Company, Inc.
Address:	4700 Wissahickon Avenue Suite 112 Philadelphia, Pennsylvania 19144
Contact:	Peter Askey
Email:	paskey@ricochet-gear.com
Phone:	215-849-1971 16
Fax:	215-849-1981
HST#:	03-0493727

Submission Details

Created On:	Monday November 20, 2023 08:04:07
Submitted On:	Thursday January 04, 2024 09:46:02
Submitted By:	Peter Askey
Email:	paskey@ricochet-gear.com
Transaction #:	3ab39cc0-1776-4d22-a0c0-03ac6af2e812
Submitter's IP Address:	173.12.9.177

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Ricochet Manufacturing Company, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1MBM2	*
5	Proposer Physical Address:	4700 Wissahickon Ave, Suite 112, Philadelphia, PA, 19144	*
6	Proposer website address (or addresses):	https://www.ricochet-gear.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Peter Askey President & CEO paskey@ricochet-gear.com 866-293-8104 ext	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Calabrese Vice President Sales & Marketing ncalabrese@ricochet-gear.com 866-293-8104	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nicole Anderson Vice President Finance & Administration nanderson@ricochet-gear.com 866-293-8104	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The narrative of Ricochet can be found at the following link. However, for your convenience, we have provided the text directly below the link as well. https://www.ricochet-gear.com/page/about Ricochet is located in Philadelphia, Pennsylvania and has decades of experience producing sophisticated, high-tech gear for the rigorous and specialized needs of the military, industrial chemical workers, emergency first responders, and public safety personnel. Ricochet's home office and manufacturing are located in a historic factory building in Philadelphia, Pennsylvania, home to a strong workforce of highly experienced and dedicated employees. Our extensive experience has helped us develop the skills, knowledge, and proven manufacturing techniques to provide the ultimate quality, comfort, and protection in Personal Protective Equipment (PPE) for emergency first responders and public safety personnel involved in Emergency Medical Services (EMS), technical rescue, and firefighting. We take our responsibility of protecting Emergency First Responders very seriously. As tough as NFPA standards are, being just good enough to meet NFPA certification is not good enough for us. We engineer clothing that goes above and beyond the requirements of NFPA 1999 (EMS), 1951 (Technical Rescue), and 1971 (Structural Firefighting). Every detail is engineered to meet your needs for ultimate protection, comfort, and mobility. We create value for our users by offering top-quality protective clothing with extensive options for customization at very competitive prices. From the selection of fabrics to the sealed seams to the type of stitching, every detail is engineered to meet the needs of the wearer for ultimate protection, comfort, and mobility. Ricochet is an ISO 9001 certified facility. We strive to provide industry-leading customer service and delivery times on all of our protective clothing. Designed for greater flexibility, comfort, and performance, Ricochet has developed patterning innovations throughout all of the layers of your gear that work with the dynamics of your body in order to reduce heat stress, hobbling, and fatigue, all while providing a greater range of motion. All of our gear is custom-built, as proper fit lowers the risk of exhaustion and increases safety. Ricochet provides our customers with numerous choices of layered fabric systems, designed for durability, protection, and breathability. We make protective clothing that is comfortable, long-lasting, highly customizable and competitively priced. Our rapid turnaround time offers custom PPE built to specifications (not just pulled from a shelf) and guaranteed to fit accurately in a matter of weeks, not months.	*
11	What are your company's expectations in the event of an award?	Ricochet would be honored and highly motivated with Sourcewell as a cooperative purchasing partner in order to provide a successful alternative method for municipalities to procure products other than the traditional tender process. Ricochet strongly believes that partnering with Sourcewell will eliminate many of the barriers that are associated with the traditional bid process, and will provide easier, more efficient, and fully transparent access to necessary products. Partnering with Sourcewell is in direct alignment with Ricochets' growth plans in the fire, rescue, and EMS industry segment of public safety.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a privately held company, Ricochet practices a policy of not disclosing specific financial data. However, Ricochet is a financially stable, fiscally responsible, profitable company. We have numerous internal financial controls, we maintain strong and open relationships with multiple financial partners for banking, lending, and financial advisement, we have routine internal financial reviews, and we have highly trained financial professionals as part of our internal staff. Ricochet has serviced multiple contracts with federal agencies, in excess of $10 million in annual revenue, historically, and has been awarded additional contract with similar annual revenue volume for the next 5 years. We are happy to provide specific financial references from banking and financial partners, raw materials vendors, and welcome any discussions in regards to Ricochet's financials, directly with Sourcewell, via in person or telephone meetings.	*
13	What is your US market share for the solutions that you are proposing?	Ricochet is considered to be one of the top 5 manufacturers in the United States of fire, rescue, and EMS PPE by volume. Our market share position is calculated from the amount of fire, rescue, and EMS PPE produced for the United States Military, Municipal Fire/Rescue/EMS customers, and Industrial Fire/Rescue/EMS customers. We have continued to achieve steady and stable growth in the market through additional product offerings, partner additions (dealers and distributors), and providing excellent products and services to both our partners and end users. We have recently added cleaning and repair services to our offering to enhance the value we provide to our dealer and customer base. We intend to focus on this business to create growth and adherence to the NFPA 1851 cleaning standard, offering an important service for our customers to reduce their exposure to cancer causing contaminants.	*
14	What is your Canadian market share for the solutions that you are proposing?	Ricochet is currently in the early growth stages of the Canadian market. We have provided quality products for Canadian customers, and we have ongoing conversations and are evaluating Canadian partners. While we are very interested and dedicated to working with the Canadian market, we are undergoing our due diligence and carefully considering our options with Canadian partners. We want to be certain that the highest levels of excellence in product and service are applied in the Canadian market as we are known for in the United States market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Ricochet has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Ricochet is a manufacturer of fire, rescue, and EMS personal protective equipment, which includes coats and pants that exceed the standards of NFPA 1971, NFPA 1951, and NFPA 1999. Ricochet also incorporates other manufactured personal protective equipment into our product offering that is used by our customer base including suspenders, belts, harnesses, gloves, boots, and hoods. Ricochet uses strict quality control policies, consistent with our ISO 9001 Certification, to ensure that all additional offered products meet our own very high quality standards. Ricochet employs directly a national sales force of trained professionals spread throughout the United States, with our Company President and our Vice President of Sales & Marketing leading and assisting their engagement with our Dealer and Distributor network, as well as assisting as additional resources to the end user as required or as necessary. Ricochet provides extensive training and support to a vast but very select network of Dealers and Distributors throughout the United States and Canada. Ricochet Dealers and Distributors are expected to be subject matter experts in their field, and represent the best interests of the customers that they serve when selling Ricochet products and providing after-sales service.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ricochet's manufacturing facility is certified to ISO 9001 and utilizes the ISO 9001 quality manual in all of our operations to manage the processes and procedures we use on a daily basis. We have semi-annual audits to assure compliance to the ISO standard. Additionally, Ricochet undergoes randomized quarterly audits from Underwriter's Laboratory ("UL") every year, and we are proactive in conducting frequent internal ISO audits in advance for continuous improvement and to promote operational excellence.	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Ricochet's products are designed to exceed the many health and safety standards such as OSHA, and we certify compliance of our products to various ANSI and NFPA standards on a regular and ongoing basis. We currently certify coats and pants to current versions of NFPA 1999 (Standard on Protective Ensembles for Emergency Medical Operations), NFPA 1951 (Standard on Protective Ensembles for Technical Rescue Incidents) and NFPA 1971 (Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) and maintain these standards through an annual re-certification process with UL each year.	
19	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2020, Ricochet was acknowledged as the 8th Fastest Growing Company in Philadelphia by the Entrepreneurs Forum of Greater Philadelphia. We were the fastest growing manufacturing company on the list as most of the winners were technology and service related businesses.	*
21	What percentage of your sales are to the governmental sector in the past three years	90% of Ricochet business is to the government sector. Ricochet has been awarded multiple exclusive Federal contracts to supply Firefighting PPE for the United States Air Force, as well as supplying Firefighting PPE to other branches of the United States Military. Ricochet holds numerous state contracts to provide Firefighting PPE to state, county, and municipal fire and emergency services. Ricochet Dealers and Distributors nationwide focus primarily on providing Firefighting PPE to state, local, and municipal fire and emergency services throughout the United States and Canada.	*
22	What percentage of your sales are to the education sector in the past three years	5% of Ricochets business is to the education sector, specifically to fire, rescue, EMS, and Emergency Services training and education. This is primarily in the form of providing Firefighting PPE to colleges, academies, and instructors who focus on the education and training of first responders and public safety personnel.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ricochet is listed on the following State Contracts: New York State Contract for Firefighting PPE with a past 3-year volume of approximately $700,000. New Jersey State Contract for Firefighting PPE with a past 3-year volume of approximately $400,000. Massachusetts State Contract for Firefighting PPE with a past 3-year volume of approximately $400,000.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ricochet does not currently hold a GSA contract.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Honolulu Fire Department	Hank Kaiwi Jr., Battalion Chief	808-478-8528	*
Detroit Fire Department	David Fornell, Director of Fleet and Facilities	313-573-4798	*
Indiana Air National Guard	Nicholas Southerland, Sargent First Class and Fire Chief	706-580-0968	*
FDNY Quartermaster - VF Imagewear	Rickey Singh - Sr Program Manager	718-352-2363	
United States Air Force	Brian Bridgeford	719-229-5951	

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Air Force	Government	District of Columbia - DC	Contracted official manufacturer for all Firefighting PPE with the United States Air Force, Air National Guard, and Reserves in all 50 states and globally.	$90 million multi-year contract first awarded in September 2017 and currently runs through March 2028	$22,000,000	*
FDNY	Government	New York - NY	Supply customized USAR/Technical Rescue PPE for all squads and rescues of the FDNY.	Over $2m in total USAR/Technical Rescue PPE, supplied in monthly and quarterly orders since 2011.	$250,000	*
Honolulu Fire Department	Government	Hawaii - HI	Supply custom EMS PPE for all medics of the Honolulu Fire Department.	Over $3m in total EMS PPE supplied in monthly and quarterly orders since 2008.	$375,000	*
NY State Contract	Government	New York - NY	Supply custom structural fire, technical rescue and EMS PPE for any agency or municipality in the New York State.	Over $2.0 million of structural fire, technical rescue and EMS PPE since 2018	$700,000	*
NJ State Contract	Government	New Jersey - NJ	Supply custom structural fire, technical rescue and EMS PPE for any agency or municipality in the State of New Jersey.	Over $1.5 million of structural fire, technical rescue and EMS PPE since 2017	$400,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	Ricochet has multiple designated sales positions strategically outlined and placed throughout North America in order to support customers, dealers, and distributors with sales and marketing initiatives as well as after-sales support. These positions include Ricochet direct employees, inside sales representatives, and outside sales representatives. Ricochet also has designated internal sales positions located in our Philadelphia, PA factory and headquarters to assist and process inbound direct leads and after-sales service. The full sales team is further supported by Ricochet's Vice President of Sales & Marketing, CFO, and President/CEO. Externally, the Ricochet sales team extends into the personnel of our authorized Dealer and Distributor network throughout North America. The Ricochet internal and external sales team combined provides a total dedicated sales force of several hundred well trained and highly qualified personnel throughout North America.	*
28	Dealer network or other distribution methods.	Ricochet has a vast and continuously growing Dealer and Distributor network throughout North America. Ricochet Dealers and Distributors undergo rigorous examination before being approved as a partner, and are supported by extensive initial and ongoing training and education programs in order to ensure that our highest levels of customer service are met. Ricochet Dealers and Distributors are strategically placed so that there is overlapping geographical coverage where and when applicable and possible. Ricochet also sells directly to customers in the event that a customer is not within range of a local Dealer/Distributor, or the customer wishes to purchase directly from Ricochet.	*
29	Service force.	The Ricochet factory service and support team is located at Ricochet headquarters in Philadelphia, PA. These front-line personnel are fully trained to assist, inspect, troubleshoot, and/or repair any potential service related concern, which includes any potential warranty repair and/or replacement evaluations. The Ricochet electronic RMA system has been designed to be simple, fast, effective, and painless for the customer with the coordination of the Ricochet Customer Service and Service teams.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ricochet has implemented a highly successful electronic ordering process which allows for the fast and painless submission and processing of inbound orders. Customers may contact Ricochet directly, or an authorized Ricochet Dealer or Distributor via phone, email, or website submission to initiate the process. Quotations, if needed, are electronically generated within 24 hours. Upon customer acceptance of quotation and/or the issuance of a purchase order, a proper sizing/fitment appointment will be coordinated and scheduled at the customers' request. Upon completion of the sizing/fitment appointment, the order can be submitted electronically together with the customers' purchase order. Order confirmation will be provided to the customer directly within 24 hours, and the order is immediately submitted to the Ricochet production team at that time. Ricochet leads the industry with order lead times consistently at 8-12 weeks from the date of purchase order submission and approval. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within the United States and Canada.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All customer service inquiries are handled internally by dedicated, trained, and expert Ricochet Customer Service staff, located at our facility in Philadelphia, PA. The Ricochet Customer Service team is conveniently available via phone, email, or by contact submission through the Ricochet website. In order to provide the best service possible, as well as track and record the initiation and progress of any and all Customer Service inquiries, the Ricochet Customer Service team shares a common phone number and a common email inbox, assuring that all inquiries are addressed properly and in a timely manner. All Customer Service inquiries must be properly addressed by the Ricochet Customer Service team within 24 hours. Ricochet does not outsource any portion of our Customer Service.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Ricochet is willing, able, and motivated to provide our products and services to all participating Sourcewell entities throughout the United States, including Hawaii, Alaska, and US Territories. Customers are able to order through Ricochet Dealers, Distributors, or directly through Ricochet. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within the United States. Ricochet is proud to lead the industry with order lead times consistently at 8-12 weeks from the date of order submission and approval.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ricochet is willing, able, and motivated to provide our products and services to all participating Sourcewell entities throughout the Canada. Customers are able to order through Ricochet Dealers, Distributors, or directly through Ricochet. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within Canada. Ricochet is proud to lead the industry with order lead times consistently at 8-12 weeks from the date of order submission and approval.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Ricochet intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract throughout the United States and Canada regardless of geographical location.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Ricochet intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract throughout the United States and Canada regardless of customer/member sector or type.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Ricochet already services customers throughout Hawaii, Alaksa, and US Territories, and intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract, regardless of geographical location or customer/member type.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Ricochet will assign top priority and directly commit resources to marketing the Sourcewell contract, ensuring that it is a leading initiative for promotion in our sales & marketing plan. The strategy will include a multi-channel effort to inform, educate, present, and promote the Sourcewell contract directly to end users as well as dealers and distribution partners. The multi-channel effort will include a strong online presence through multiple strategically designed and placed advertisements, white papers, press releases, and social media placements outlining why the Sourcewell contract is the right choice for the purchase of Firefighting PPE products and services. The Sourcewell contract will also be prominently displayed throughout the Ricochet website and all methods of Ricochet marketing and digital media. Marketing literature will be professionally developed to distribute throughout the industry to all relevant current and prospective contacts. Ricochet Team Members internal and external will be formally trained and educated on the Sourcewell contract details, the benefits of the contract, and will be tasked with direct face-to-face promotion in the field to end users and distribution partners. Ricochet will also prominently display Sourcewell contract media at related and relevant industry events to further promote the opportunity with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ricochet heavily utilizes technology and digital data as part of our overall corporate marketing strategy to enhance marketing effectiveness. Along with our dedicated in-house marketing team, we have partnerships with multiple third-party marketing agencies in order to utilize their highly qualified teams and specialized services to help advance and support our ongoing marketing initiatives. Our website, CRM, email, social media accounts, and other digital media presences have various interconnected attributes that allow us to maximize the reach, delivery, and tracking of marketing initiatives and individual marketing campaigns which help to continuously monitor, measure, and improve effectiveness and engagement. We combine these digital strategies to our ongoing and frequent updates, revisions, and application throughout all aspects of our electronic marketing including our website, social media channels, outward communications, digital marketing media, and electronic media shared with our partners.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Ricochet welcomes any and all promotion assistance and support offered by Sourcewell in regards to this contract that would be mutually beneficial to the customer, Sourcewell, and Ricochet to further promote the Sourcewell contract and Sourcewell cooperative purchasing initiatives. This may include notifications, notices, and publications of the contract to current and prospective Sourcewell customers, as well as any media or marketing materials that Sourcewell is open to provide and/or share. Any assistance provided by Sourcewell will be incorporated into Ricochet's direct marketing initiatives in regards to the contract, and promoting Sourcewell and the Sourcewell cooperative purchasing system as a strategic partner for Ricochet.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Ricochet currently holds multiple state e-procurement contracts such as the New Jersey and New York state firefighting PPE contracts. Ricochet is partnered on these contracts to be able to offer customers competitive, effective, and simplistic means to purchase the products necessary to them in a manner that is consistent with the overall benefits of cooperative purchasing agreements. Orders placed with these contracts are able to flow seamlessly through Ricochet's order, production, and shipping process, providing the customer with a seamless, painless, trouble-free experience in placing their orders. An added benefit to the customer is that these systems work when placing orders to Ricochet directly, as well as through the Ricochet Dealer/Distributor network. Our system is used by government customers (military and municipal fire, rescue, and EMS agencies) and educational customers (colleges, academies, universities, and training facilities related to fire, rescue, and EMS) to build specifications, obtain quotations, and place orders directly with Ricochet, or through an approved Ricochet Dealer or Distributor. The system has receive overwhelming positive feedback for its' simplicity, ease of use, effectiveness, and accuracy in assisting the customer with obtaining the necessary products while reducing their administrative burdens.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Ricochet requires extensive training to our own personnel and team members, as well as those of our Dealers and Distributors. Ricochet also provides free, no-cost training to both current and prospective end-users. These training programs focus on the construction, application, usage, care, inspection, and maintenance of fire, technical rescue, and EMS PPE, as well as any applicable NFPA standards and certifications. Training begins with all internal and external Ricochet sales, marketing, customer service, and service personnel, who undergo a rigorous training program to ensure competency, professionalism, and establish them as subject matter experts in the field. Upon certification, Ricochet personnel are then able to provide Dealer and Distributor team members with the same rigorous training and examination before being fully approved as a partner, and are supported by extensive ongoing training and education programs in order to ensure that our highest levels of customer service are met. Training at the end user level may be conducted by Ricochet personnel or by Dealer and Distributor personnel upon request and approval, and is provided at no-cost to the end user. These training and education programs are also available to any and all Sourcewell entities at no-cost.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	We take our responsibility of high-quality PPE very seriously. As tough as NFPA standards are, being just good enough to meet NFPA certification is not good enough for us. We engineer clothing that goes above and beyond the requirements of NFPA 1999 (EMS), 1951 (Technical Rescue), and 1971 (Structural Firefighting). Every detail is engineered for ultimate protection, comfort, and mobility. Designed for greater flexibility, comfort, and performance, Ricochet has developed patterning innovations throughout all layers of PPE that work with the dynamics of the human body in order to reduce heat stress, hobbling, and fatigue, while providing a greater range of motion. All Ricochet PPE is custom-built, as proper fitment lowers the risk of exhaustion and increases safety. We create value for our users by offering top-quality PPE with extensive options for customization at very competitive prices. From the selection of fabrics to the sealed seams to the type of stitching, every detail is engineered to meet the needs of the wearer for ultimate protection, comfort, and mobility.
43	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Ricochet works with local businesses to recycle some of the waste generated in our manufacturing operations. We work with a cardboard recycler to reuse and recycle all cardboard waste to reduce volume to the landfill. We also donate sample gear or gear from departments that have purchased new gear that has not yet expired to rental businesses as well as to departments that do not have adequate gear to properly outfit there volunteers.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ricochet has not received any third party ratings or certifications regarding sustainability or energy conservation relating to our facilities or the products offered in this proposal. We continue to work with all of our vendors and suppliers to eliminate PFAs from all of our PPE and have a policy, copied in the attachments, that outlines that commitment.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Ricochet's is a small business with our sole manufacturing facility located in a Hub Zone in Philadelphia, Pennsylvania. We have not formally been certified as a small business, but we meet the criteria as outline by most municipalities and governmental agencies.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Ricochet is a manufacturer that was founded on and continues to operate on principles that take our commitments to the customer very seriously. We fully understand that our customers are those who are risking their lives every single day for the safety and security of others, and our job is to keep these first responders and public safety personnel as safe and comfortable as possible to enable them to do their job safely and successfully. This commitment comes with multiple unique attributes offered by Ricochet that are not available through any other manufacturer in the industry. Ricochet dedicates significant resources to the innovation, technology, and engineering of the products necessary to meet these demands, which has led to the ongoing development and application of very specific patterning for the construction of Ricochet brand PPE. Ricochet provides transparent and detailed education and training at no-cost to all current and potential partners and customers, allowing them to make well-informed decisions on the choices that they make in regards to their PPE. Ricochet provides multiple product variations and options to meet the varying needs of the customer without sacrificing safety, comfort, or quality, while still exceeding the applicable NFPA standards associated with PPE.All Ricochet PPE is 100% custom made to the specific sizes of the wearer, inherently increasing the comfort, range of mobility, and safety of the garment. Ricochet leads the industry in order processing lead times, maintaining the fastest average production and shipping times of custom PPE for several years running. Ricochet offers highly competitive pricing to the end user, therefore increasing and maximizing the value of the increased safety and comfort that is gained when purchasing Ricochet brand PPE. Ricochet remains heavily involved in industry developments that lead to changes in how PPE is produced, worn, cleaned, and serviced, and remains on the front lines of positive change and advancement to help keep customers safe and protected from various hazards. Ricochet chooses partners very carefully, selecting only those who are able to share our passion and commitment to a mission of safety, quality, and service. These are attributes that are unique to Ricochet, and cannot be duplicated. Sourcewell entities will gain access to these attributes and commitments from Ricochet if we are awarded a contract with Sourcewell.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	Yes. Ricochet products are warrantied to be free from defects in materials and workmanship for the serviceable life of the product, including products, parts, and labor.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Our warranty does define that the products must be used for the purpose for which they were designed, by trained personnel, per the products' proper usage, inspection, maintenance, and storage instructions, but there are no specific restrictions or limitations when the product is used as intended.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable. Warranty repair for PPE cannot typically be completed in the field, and must be sent to a certified Independent Service Provider (ISP) per compliance with NFPA standards.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Warranty repairs will be covered regardless of geographic region. In some cases, a local verified and certified ISP may be chosen to conduct the repair, in other cases, shipping may be necessary, but warranties will be honored appropriately regardless of geographic location.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Ricochet will honor the warranty as stated for any item or component of an item provided by Ricochet per the terms of the Sourcewell contract.	*
52	What are your proposed exchange and return programs and policies?	Ricochet cannot accept returns or exchanges for custom Firefighting PPE products unless they have been deemed defective, as each item is tailored and manufactured to an individuals' specific sizing. In the event of a defect, we will gladly and promptly repair or replace the item.	*
53	Describe any service contract options for the items included in your proposal.	Ricochet offers cleaning, repair and inspection services within the proposal which are provided both directly by Ricochet and also through partnerships with multiple authorized and licensed third party ISPs that provide cleaning, repair, and service throughout the United States. This network will be available through Ricochet to provide these services to the Sourcewell customer or member based on location and type of services required.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	Ricochet manufacturers protective garments that meet or exceed the strict standards of NFPA 1999, NFPA 1951 and NFPA 1971. We are audited on a quarterly basis and must go through annual recertification for each of these standard. Underwriter's Laboratory ("UL") is the third party that we have employed to certify all of our products to these standards.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Ricochet is focused on customer service and providing personal responses in a timely manor. Ricochet measures the time it takes responding to a customers request for an order (submission of a PO or Quote) and the target is less than 24 hours. A response means not only do we acknowledge the receipt of the order, but we have also reviewed the order, process the order to be ready for production and responded with any questions or open issue we see with the order. Ricochet has a KPI that takes the response time for every order and keeps a running 8 week average of the result. In the first quarter of 2023, the KPI was running at 72-96 hours as a result of a huge influx of orders on February 1, 2023, to avoid a price increase. After May of 2023, this KPI remained within the target ranging between 24 for the remainder of the year!	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Ricochet provides 30-60 day payment terms to all of our dealers and direct customers. Sourcewell members will be able to purchase directly from Ricochet or from one of our many experienced dealers across the country. Each of these dealers will have their own payment terms and conditions, but these dealers typically supply products to municipalities and provide 45-60 day terms. Ricochet accepts ACH payments, wire transfers, checks and credit cards as payment for services and products.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Currently Ricochet does not provide any leasing or long-term financing options, but we work with several unrelated, financial companies that have provided financing for purchases in the past. Both Ricochet and our dealer base have recommendations available for financing options, if requested. Additionally, Ricochet is developing a rental program for short-term and long-term gear requirements. Many departments use rental gear to provide gear to new firefighters as they move through training and fire school, and wait to purchase new gear until the fire fighter has passed his or her certification requirements to become a full time fire fighter.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Ricochet uses electronic and excel based order forms, a copy of one is attached, to develop the customer specifications. Each customer has a tremendous amount of information, from names to coat lettering to the sizing that must be entered and reviewed by both the customer and by Ricochet. Ricochet receives order forms that have been completed by dealers and customers and re-enters this data into our MRP system to prepare it for production. Typically, the order form is attached to a Purchase Order and becomes the control document for questions and clarifications for the order. A copy of Ricochet's terms and conditions are also attached.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Ricochet would accept P-Card payments, and there is no additional cost for entities using this payment method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Ricochet keeps a List Price Schedule for each product line, which reflects all of the descriptions, and part numbers for the main products (coats and pants) along with all of the customization options that have been documented to date. The List Price is used as the basis for our pricing model. All sales to dealers and end users are based on a "discount" from this List Price. The attached List Price Document provides the current, 2024, List Prices. This List Price is updated, when circumstances require adjustment, and the current List Prices for each product line are available on Ricochet's web link below. If a price is changed during the year, it will be reflected on the Price List on this link. We will also send e-mails to our dealer base and customers to make them aware of the pricing change in advance. https://ricochet-gear.com/page/Cooperative-Program-2024 The List Price sheet is not an easy way to determine the cost for a fully customized product for a customer or dealer. We use detailed order forms (one order form is attached for the "Prime Package") that use the List Prices, the customers discount and all of the specific selections the customer requests to design the exact specification for their department. The attached order form provides the pricing for the Dealer, the Customer and also the Sourcewell Contract/Customer. They are all tied together, so information is only added to the "Dealer Pricing" tab of the spread sheet. Once this information is populated in the Dealer Pricing tab, the Customer and Sourcewell Contract pricing is automatically populated. s. to build actual specification that are Customers and Dealers can also see the Sourcewell pricing in Ricochet's order forms. There are some high level notes in each of the tabs of the attached order form that provide some instructions for how this document is used and the information that it provides. There are separate List Price sheets for Structural fire products, EMS and Technical Rescue products, Cleaning and Inspection Services and Purchased Products which include Bullard Helmets and Rocky Boots. The Purchased Products price list is the only price list that does not have a "List Price". It has an MSRP price form the manufacturer. We have provided the Sourcewell contract price on this price list, as it is the only Ricochet price list (products) that doesn't use the 40% discount from List Price model to determine pricing under the contract.	*

61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ricochet provides all Sourcewell members a minimum of 40% off List Price for all products and services within the scope of this contract, accept for the Bullard Helmets and the Rocky Boots, which have specific Sourcewell pricing identified in the attached Price List as well as in the Sourcewell contract information page linked below. Ricochet purchases the Bullard helmets and Rocky boots for re-distribution to customers under the Sourcewell contract as well as to certain of our dealers. The link (landing page) below also has information about the specific Bullard Helmets and Rocky Boots that are available under this contract. These manufacturers have many products and options that are too numerous to add to our List Price sheet, but if a customer would like something from one of these manufacturers which is not on our Price List, Ricochet will provide a price quote for that specific item, reflecting a consistent discount from the MSRP identified by the manufacturer. Here is the Link to the Sourcewell Contract Landing Page: https://ricochet-gear.com/page/Cooperative-Program-2024	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Ricochet works with customers and dealers to provide competitive pricing for larger orders (100 garments or 50 sets) and will provide 2-5% discounts based on the dollar value and the delivery schedule for the order. Ricochet also provides up to 5% for long-term purchase agreements, in excess of 18 months, for a particular product or group of products.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Ricochet provides quotes, an "RFQ", to price "non-standard items". Ricochet manufactures a wide range of custom products to meet the needs of our first responder customer base. Given the customer nature of our products, we do not have everything priced in our List Price sheets. When a new feature or requirement is requested by a customer, we develop pricing for this new requirement, using a similar product in the options in our price list - adjusted for any additional material, labor or purchased components needed and then we adjust all of these new cost with for our standard mark-up/margin. This new price is then reflected in the RFQ and is saved in the customers file. If this new RFQ item becomes a popular/recurring item, Ricochet will add the item to the List Price sheet as a standard option.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Ricochet does not have any additional charges or cost associated with the delivery of the products offered under this proposal.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All orders include flat rate shipping anywhere within the United States and Canada, but any "RUSH" or overnight shipping charges, shipping charges for cleaning and repair services and for any small orders, under $200, will be billed to the customer. The cost charged to the customer is based on the UPS zone and weight billing rates.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping costs discussed above apply to all North American shipments, including Hawaii and Alaska. Any other offshore shipments would be charged to the customer at the rate billed by the carrier and include any duty or other charges associated with the shipment.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NONE	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered here is consistent with the pricing we provide to all cooperative organizations and state purchasing departments, in order to keep the price consistent to all end users, and to avoid conflicts between entities that can use multiple contracts. All Ricochet Dealers and Distributors, and Ricochet, on a direct basis, can provide a more competitive price to a customer based on volume or other circumstances, but we would like to keep the playing field level at the start.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Ricochet currently tracks sales for both the New Jersey and New York State Contracts and reports revenue volume on a quarterly basis. We use Ricochet specific order forms, which have separate tabs reflecting the pricing for each contract, and purchase orders from dealers and direct customers to identify transactions that are intended and qualify for pricing under these contracts. We would employ the same process to track customers using the Sourcewell contract as well. When a customer places an order with one of our dealers or directly with Ricochet, the order form and quote will identify the fact that the customer is requesting pricing under the Sourcewell Contract. The Customer will then be instructed to identify this pricing option on the purchase order being submitted for the specific order. Ricochet's customer service team reviews each and every order, and if there is an inconsistency between the order form and the purchase order, it will be rectified and corrected to assure the proper specification and pricing is agreed upon by all parties. Upon completion of the order, the product is shipped, and an invoice is electronically sent to the customer. This invoice indicates that the order was priced using the Sourcewell Contract, giving Ricochet an easy way to track and account for the revenue earned from sales under this contract. A copy of a Ricochet order form, identifying Sourcewell pricing, has been attached.	*
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As one example, Ricochet tracks sales by dealer and by salesperson on a weekly, monthly and quarterly basis. Ricochet will add information regarding revenue, by dealer and by salesperson, generated from the Sourcewell contract, on a monthly basis to understand the trends and growth in this source of revenue.	*
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If award a Sourcewell Contract, Ricochet will pay Sourcewell an administrative fee of 1% revenue generated from this contract for facilitating, managing, and promoting the Sourcewell Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Ricochet provides both standard and customized garment solutions for first responders. Solutions are designed to meet the individual specifications and "risk assessment" developed by each agency. The agencies range from fire departments, to rescue squads, to ambulance companies, and/or any combination of the above. Many factors, such as location (urban - rural, Honolulu or Minneapolis), and the tactics employed by the departments, are considered as they develop this specification. Ricochet has the broadest range of PPE to cover these specifications, whether they are entering a burning building using structural garments (NFPA 1971 Certified), performing rescue operations from a vehicle accident or building collapse using technical rescue garments (Dual Certified to NFPA 1951 & NFPA 1999), or responding to a medical emergency at the home of a patient wearing a blood borne pathogen protective garment (certified to NFPA 1999). Ricochet will also provide access to services relating to NFPA 1851 compliance including inspection, cleaning, repair, tracing, and training. Ricochet provides some of these services directly, and some are contracted with other certified ISP's based on the location, the urgency, and the nature of the services required. Ricochet has an expansive network covering the continental US, HI, and AK. We have not provided these services in Canada historically, but our network providers, with locations on or near the border, have provided service to Canadian customers, and will continue to do so. Additionally, Ricochet has access (through our extensive network of dealers and suppliers) to various accessories needed by these first responders including hoods, gloves, helmets and boots. Ricochet has a specific selection of these accessories, which will be included in this contract, and our partner base has access to many other options to assure that the customer has options to meet their needs.	*
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Ricochet does offer some standard products and fabric combinations for some customers in order to simplify the ordering process while maximizing value and performance, however, 100% of Ricochet's orders are fully customized, which includes individual sizing and lettering, requiring every Ricochet garment to be built-to-order.	
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Ricochet recommends the use of sizing gear and we have trained all team members, including those of our dealers and distributors, to accurately perform sizing for our entire product line. All sizing will be conducted by an authorized Ricochet representative.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Here are the Sub Categories that best Describe Ricochet's offering under this Contract/RFP: 76. Protective Clothing, 81. Cleaning and decontamination service and maintenance, 77. Helmets, 78. Other related equipment and accessories. We also have access, through our cleaning and Service provider network to these other items: 80. Extractors, laundry machines, mechanical dryers, drying and storing racks, 82. Firefighting PPE cleaning supplies, 83. Cleaning equipment for other firefighting equipment and tools	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	(•) Yes ( ) No	Ricochet has more than 25 years of experience producing sophisticated, high-tech gear for the rigorous and specialized needs of the military, industrial chemical workers and emergency first responders. PPE is Ricochet primary focus. We have the broadest offering of PPE for first responders ranging from light weight garments worn by ambulance drivers (providing blood borne pathogen protection under NFPA 1999) to the heavy structural garments worn to battle an interior structure fire (certified to NFPA 1971).
77	Helmets and related accessories	(•) Yes ( ) No	Ricochet has access (through our extensive network of dealers and suppliers) to various accessories including Bullard helmets. Ricochet has a specific selection of Bullard helmets and helmet accessories, which will be included in this contract, but our dealer base has access to many other options to assure the end customer has options to meet their needs.
78	Other related equipment and accessories	(•) Yes ( ) No	Ricochet has access (through our extensive network of dealers and suppliers) to various accessories needed by these first responders including hoods, gloves, helmets and Rocky boots. Ricochet has a specific selection of these accessories, which will be included in this contract, but our dealer base has access to many other options to assure the end customer has options to meet their needs.
79	Firefighting apparel and station-wear	( ) Yes (•) No	Ricochet does not manufacture or supply station-wear or other non-certified apparel. Our Dealers may have access to these products and we would be happy to provide introductions to other companies that can supply these products if requested.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	( ) Yes (•) No	Ricochet has access to Extractors and other Cleaning Equipment, but this is not a primary focus for Ricochet at this time. We can direct customers to several options if requested.
81	Cleaning and decontamination service and maintenance	(•) Yes ( ) No	Ricochet provides services relating to NFPA 1851 compliance, including inspection, cleaning, repair, tracing and training. Ricochet provides some of these services directly, and some are contracted with other certified ISPs, based on the location, the urgency and the nature of the services required. We have a network to cover the continental US, including HI and AK.
82	Firefighting PPE cleaning supplies	(•) Yes ( ) No	Ricochet has access to Cleaning Supplies and although not a primary focus for Ricochet, we can provide customers with a few options.
83	Cleaning equipment for other firefighting equipment and tools	( ) Yes (•) No	Ricochet has access to firefighting related Accessory and Tool Cleaning Equipment, but this is not a primary focus for Ricochet at this time. We can direct customers to several options if requested.
84	Services Related to the equipment described above	(•) Yes ( ) No	Ricochet provides many services, directly or through our dealer network, including warranty repairs, cleaning, alterations & repair, NFPA 1851 training, and development of PPE specifications. Ricochet's senior management is also very involved in the Fire and Emergency Manufacturers and Services Association ("FEMSA") and provides connections to other products and services through the relationships created there.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2024-Sourcewell-CONTRACT_ Combined-Pricing-Docs _FINAL.pdf - Thursday January 04, 2024 09:44:10
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - Marketing Example.docx - Wednesday January 03, 2024 18:18:18
- WMBE/MBE/SBE or Related Certificates - PFAS Statement -FINAL - 11-21-23.docx - Wednesday January 03, 2024 18:04:23
- Warranty Information - Ricochet Structural Fire Warranty - 2020.doc - Wednesday January 03, 2024 09:49:21
- Standard Transaction Document Samples - Terms & Conditions - Website 2023.docx - Wednesday January 03, 2024 09:48:22
- Requested Exceptions (optional)
- Upload Additional Document - RICOCHET 2024_New Prime Order Form - Final.xlsx - Wednesday January 03, 2024 17:38:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - PETER ASKEY, President, Ricochet Manufacturing Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 010424-RIC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Ricochet Manufacturing Company LLC.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Firefighting Personal Protective Equipment with Related Equipment Cleaning to Sourcewell and its Participating Entities, effective Mach 26, 2024, through March 27, 2028 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Section 18. Insurance–Subsection A. Requirements– Item 3. Commercial Automobile Liability Insurance of the Contract is modified to read:
   Minimum Limits: $500,000 for each accident, a combined single accident
2. Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/ Technical, Errors and Omissions, and/or Miscellaneous Professional Liability of the Contract is deleted in its entirety.
3. Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Private Liability Insurance of the Contract is modified to read:
   Minimum limits: $1,000,000 per occurrence and $1,000,000 annual aggregate.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 4/9/2024 | 10:42 AM CDT

Ricochet Manufacturing Company LLC

By: DocuSigned by: 205389C983074E7...

Peter M. Askey, President

Date: 4/9/2024 | 8:34 AM PDT

25-916 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Action on the Award of Purchase Orders for Vehicles and Equipment for the Public Works, Fire, Police, Silicon Valley Power, Water & Sewer Utilities, Community Development, and Parks & Recreation Departments, Funded by Amounts Previously Approved in the City's Operating Budget for Fiscal Year 2025/26

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The Department of Public Works (DPW) maintains approximately 760 fleet assets citywide with an original acquisition value of approximately $45,000,000. DPW is also responsible for purchasing fleet replacements and additions that have been approved by the City Council to support mission-critical operations performed by various City departments. DPW procures vehicles and equipment through either cooperative purchase agreements established by another public agency (pursuant to Santa Clara City Code Section 2.105.270) or by conducting its own competitive solicitation utilizing vehicle and equipment specifications developed with the relevant City departments (pursuant to Santa Clara City Code Section 2.105.140).

Under Section 2.105.300(a) of the Santa Clara City Code, the City Manager is authorized to execute purchase orders and agreements up to $250,000. Any purchases exceeding $250,000 from a single vendor require approval by the City Council. Funding for new and replacement fleet assets are appropriated in the FY 2025/26 Operating Budget. Each department has confirmed the need to acquire new assets to replace aged vehicles/equipment that require increasingly high maintenance costs or to fulfill new operating demands.

DISCUSSION
DPW will utilize cooperative purchasing agreements pursuant to City Code Section 2.105.270(c), which states that the City can "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."

To secure the order of the vehicles and equipment listed below, staff is requesting City Council approval to procure the following equipment through the cooperative purchasing agreements available through Sourcewell (a service cooperative created by the Minnesota legislature as a local unit of government) and the California Department of General Services, both of which have been determined by the Purchasing Division Manager to have resulted from a competitive bidding process that meets or exceeds the competitive bidding process of the City.

- Municipal Maintenance Equipment, Inc.: One sewer inspection van for the Water Department, with an estimated purchase price of $460,000
- Downtown Ford: 14 light/medium duty vehicles for the Fire (5), Police (2), Public Works (1), Silicon Valley Power (2), and Community Development (4) Departments, with an estimated aggregate purchase price of $840,000
- Coast Counties Peterbilt.: One crane truck, one crew truck, and two dump trucks for the Water Department, with an estimated aggregate purchase price of $1,390,000
- Folsom Lake Ford: Five light duty vehicles for the Police (4) and Fire (1) Departments, with an estimated aggregate purchase price of $290,000
- National Auto Fleet Group: Three medium duty vehicles for the Public Works (1), Fire (1) and Silicon Valley Power (1) Departments, with an estimated aggregate purchase price of $500,000

The combined total estimated value of these purchases is $3,480,000. In order to successfully complete the purchase order without additional approval, DPW is requesting authorization of a 10 percent contingency in the amount of $348,000, in addition to the estimated purchase amount of $3,480,000, for a not-to-exceed total of $3,828,000. This total amount includes all applicable taxes and fees.

Prior to purchasing the vehicles and equipment, DPW will collaborate with the user departments to determine if a zero-emission vehicle (ZEV) is commercially available and can satisfy department utilization needs. The pricing for 7 of the 10 light/medium duty nonpublic safety vehicles is based on purchasing electric powered vehicles. The remainder of the vehicles and equipment described in this report will be powered by internal combustion engines.

The availability of vehicles and equipment has declined significantly over the last few years and purchase prices have significantly outpaced previous inflation projections. It is important to secure orders as early as possible to avoid potential price increases and ensure availability. The pricing provided in the estimates are not fixed until purchase orders are issued.

Approval of the recommendation will enable DPW to avoid any potential delays in procuring the vehicles. DPW will coordinate with the Finance Department to ensure the vehicle purchase is consistent with the City's established purchasing policies.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(2) because the purchase of vehicles and equipment is not considered a project.

FISCAL IMPACT

The total not-to-exceed amount to purchase one sewer inspection van, 22 light/medium duty vehicles, two dump trucks, one crane truck and one crew truck is estimated to be $3,828,000 ($3,480,000 base cost plus a 10 percent contingency of $348,000). The funding for the purchase of these vehicles and equipment has been approved in the FY 2025/26 Adopted Operating Budget.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, 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 or designee to execute purchase orders with Municipal Maintenance Equipment, Inc., Downtown Ford, Coast Counties Peterbilt, Folsom Lake Ford, and National Auto Fleet Group for the purchase of vehicles and equipment for the Public Works, Fire, Police, Silicon Valley Power, Water & Sewer Utilities, Community Development, and Parks & Recreation Departments utilizing cooperative purchase agreements via Sourcewell and the California Department of General Services on the terms and in the amounts presented, in a total aggregate amount not-to-exceed $3,828,000 (inclusive of taxes, fees, and a 10 percent contingency), in final forms approved by the City Attorney.

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

25-962 Agenda Date: 11/18/2025

REPORT TO CONSENT

SUBJECT
Action on Amendment No. 1 to the Agreement with Schaaf & Wheeler Consulting Civil Engineers for Design Professional Services for the Bowers Avenue Underpass Storm Drain Pump Station Project

BACKGROUND
The Bowers Avenue Underpass Storm Drain Pump Station (BSDPS) was constructed in 1974 and is located at the underpass of Bowers Avenue crossing under the Union Pacific Railroad right-of-way (Attachment 1). The station pumps storm water runoff from the under pass to the higher elevation storm drain mains along Bowers Avenue. The BSDPS contains all original mechanical, electrical, and plumbing, without any major replacement work since its original construction. Additionally, due to the age of the BSDPS, the City has had difficulty procuring parts to replace and maintain the station.

In January 2023, staff issued a Request for Proposals (RFP) for professional engineering services through a competitive procurement process for a condition assessment (first phase) and design services for the replacement of the BSDPS (second phase). A design professional services agreement with Schaaf & Wheeler Consulting Civil Engineers (S&W) for the first phase of the Bowers Avenue Underpass Storm Drain Pump Station Project (Project) was approved under the City Manager's authority (Attachment 2). The first phase of the Project included preparation of a Basis of Design (BOD) report for the storm drain pump station rehabilitation. The BOD was completed in September 2023 and recommended replacement of the station. Due to a lack of funding, the project was paused at the time. However, with the approval of Measure I, funding for design and construction of the Project is now available. The second phase of the Project includes design and construction of the BSDPS.

DISCUSSION
The proposed Amendment No. 1 (Attachment 3) includes a negotiated scope of services and schedule of fees that incorporates the professional design services necessary to complete the second phase of the Project. The scope of services generally includes preparing bid documents (plans, specifications, and engineer's estimate) for public works bidding, providing assistance with coordinating and securing various permits, and providing assistance during the bid, award, construction, and post-construction phases.

Staff recommends approval of Amendment No. 1 to the Agreement with Schaaf & Wheeler Consulting Civil Engineers to complete the design services needed for the Project. Approval of this amendment will provide the design professional services necessary to complete the design of the Project and proceed to construction in a timely manner. Design of the Project is anticipated to be completed by Fall 2026. The agreement includes a section covering prevailing wage requirements.

ENVIRONMENTAL REVIEW

This award is for the design phase and construction support services and is not a project which has the potential for causing a significant effect on the environment under the California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3). The Project will be reviewed for all CEQA documentation as part of their design review.

FISCAL IMPACT

The not-to-exceed amount under the current Agreement is $111,128. The proposed Amendment No. 1 increases the total not-to-exceed amount to $419,641 ($377,441 for basic services and $42,200 for additional services). The completed Phase 1 basic services fee was $96,633 and the proposed Phase 2 basic service fee is $280,808. Funding for this amendment is available in the Bowers Avenue Underpass Storm Drain Pump Station Rehabilitation Project in the Measure I General Obligation Bond Projects Fund.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Schaaf & Wheeler Consulting Civil Engineers for Design Professional Services for the Bowers Avenue Underpass Storm Drain Pump Station Project in the amount not-to-exceed $419,641, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement, including time extensions, if needed.

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

ATTACHMENTS

1. Project Location Map
2. Original Agreement
3. Amendment No. 1

Project Location Map

EBIX Insurance No. S200005046

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS FOR BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Schaaf & Wheeler Consulting Civil Engineers, a California Corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the effective date signed by the City Manager and terminate three years from the effective date.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall conform to the industry standard, and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a professional in the same discipline in the State of California.

All documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred eleven thousand one hundred twenty-eight dollars ($111,128) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov

And to Consultant addressed as follows:

Schaaf & Wheeler Consultant Civil Engineers
Attention: Glen M. Anderson
4699 Old Ironsides Dr., Ste 350
Santa Clara, CA 95054
and by e-mail at ganderson@swsv.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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

26. STATEMENT OF ECONOMIC INTERESTS

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the

Agreement in accordance with California Government Code section 87200, et seq.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

City of Santa Clara
Office of the City Attorney

Dated: 1/23/23

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
a California Corporation

Dated: 1/13/23
By (Signature):
Name: Glen M. Anderson
Title: Vice President
Principal Place of Business Address: 4699 Old Ironsides Dr., Ste. 350, Santa Clara, CA 95054
Email Address: ganderson@swsv.com
Telephone: (408) 246-4848
Fax: (408) 246-5624

"CONSULTANT"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

I. GENERAL

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

The Bowers Avenue Underpass Storm Drain Pump Station ("Bowers SDPS") was constructed in 1974 as part of the Bowers Avenue Southern Pacific Rail Road Underpass Project. The Bowers SDPS has a design capacity of 2,750 gpm and collects stormwater runoff at the undercrossing through a 24-inch pipe. The Bowers SDPS contains two-30 hp submersible pumps with motors, power control center panel, hour meter, programmable logic controller, remote telemetry unit, float switches, and other appurtenances. The Bowers SDPS contains all original mechanical, electrical, and plumbing, without any major replacement work. Due to the age of the Bowers SDPS, the City has difficulties finding parts to replace and maintain existing mechanical, electrical, and plumbing system.

In November 2010, the City completed the Storm Drain Pump Station Evaluation Report ("Pump Station Report") that assessed the City's Pump Stations and Lift Stations. The Pump Station Report provided detail information about each pump station and proposed improvements at 25-year and 50-year intervals. The Pump Station Report recommended various improvements at the BSDPS.

Besides from the Pump Station Report, in December 2015 the City completed the Storm Drain Master Plan ("Master Plan") that reviewed the City's existing storm drain network and identified and prioritized various capacity improvement projects citywide. The Master Plan also reviewed existing pump stations for capacity deficiencies and indicated that the Station has adequate capacity under existing and future conditions.

The Storm Drain Master Plan, Pump Station Assessment Report, as-builts, along with utility maps of the area are available for download and review here: https://santaclaraca-my.sharepoint.com/:f:/g/personal/hnguyen1_santaclaraca_gov/EIG_ti_ELm9Kk86RxBFh2TMBZgK6jYS7ur6r787AL0AYAA?e=5wvj8M

The Bowers Avenue Underpass Storm Drain Pump Station Rehabilitation Project (PROJECT) will be completed in two distinct phases. The first phase of the PROJECT, Phase 1 is covered by this Agreement and includes the following scope of work: conducting a detailed pump station assessment and preparing a Basis of Design Report (BOD). The BOD Report shall present condition assessment of the entire pump station including but not limited to all pumps, motors, wet well, electrical and mechanical controls and provide recommended improvements to address existing station deficiencies to meet City's needs. The BOD Report will be used as the basis for the next phase of the PROJECT.

If funding for the next phase of the project is approved, the City will coordinate with the Consultant to amend this Agreement to include the second phase of the PROJECT. The second phase scope of work includes all work necessary in preparation of (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining permits; and provide engineering support services during bid and award, construction, and post-construction phases.

III. DESCRIPTION OF SERVICES

Consultant shall provide the services described herein. All work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide recommendations for improvement to meet the goals for this PROJECT.

Phase I: Consultant shall:

1. Perform wet well condition assessment:

    a. All personnel performing this work shall be OSHA certified in fall protection and confined space entry.

b. To facilitate the condition assessment, City will provide harness and apply for confined space entry permit upon request. Consultant may also provide all necessary harness, tools, and equipment to perform his/her own confined space entry condition assessment of the wetwell.

2. Therecommendations shall include for the overall the pump station to serve its functions , but limited to the following:, :

    a. to enhance/provide needed structural integrity of the wet well
    b. to replace existing pump station mechanical, electrical, and plumbing
    c. to rehabilitate pump station building
    d. to enhance security to minimize break-ins and people digging under perimeter fencing, cutting fence and locks
    e. to enhance operation and maintenance of pump station
    f. to connect a portable generator in case of emergency

3. Besides the existing condition of the BSDPS, the City would like the consultant to provide additional recommendations beyond the replacement in kind to enhance routine maintenance and operation of the pump station. Additional recommendations may include, but are not limited to the following:

    a. Advanced pump station controls
    b. Pump alternatives that provide best availability for maintenance and replacement
    c. Electrical modifications
    d. Redundancy in case of power failure

4. Prepare Basis of Design Report

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified I their proposal as follows:

1. Consultant: SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
2. Sub-consultants to SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS:
    1) TJC and Associates, Inc. – electrical engineering, instrumentation and controls, and control systems programming.
    2) Kier + Wright – land survey
    3) Biggs Cardosa – structural engineering and wetwell condition assessment

Any changes to the Project team through the course of the Services shall be approved in writing by City.

IV. RESPONSIBILITIES OF CITY

CITY will provide the following information and support for the project as-available and applicable:

A. Record drawings (as-available)
B. CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
E. Payment of permit application fees with other internal departments, if required.
F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to perform complete evaluation of the Bowers SDPS and identify all deficiencies to enable the project to be appropriately scoped and planed for the next phase, which includes detail design and construction.

PROJECT MANAGEMENT

CONSULTANT shall:

A. Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

B. Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.

C. Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:

1. Kick-off Meeting (Phase I)
2. Draft BOD Meeting (Phase I)
3. Final BOD Meeting (Phase I)

D. Coordinate with CITY, design team members, consultants, utility companies, other

government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.

E. Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.

F. Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY appraised on the PROJECT's progress and address any issues that may arise during the course of Services.

G. Provide monthly progress reports.

H. Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.

I. Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

J. Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

K. Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

L. Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

Phase I

Task 1.0: Draft Basis of Design Report

1.1 CONSULTANT shall collect and review relevant reports, records, data, maps and other documents. Consultant shall inspect and evaluate existing condition in order to fully comprehend the site and provide recommendation to improve existing infrastructures. Provide detailed field review of the Pump Station, through coordination with the City, and assess and provide rehabilitation and improvement recommendations for pumps and motors, electrical equipment, inlet pipes, wetwell, slide gate structure, and miscellaneous metals, building and roof structures, and any other structures/elements to operate the pump station. Consultant's representatives shall be certified and equipped with appropriate harnesses and protections for confined space entry prior to entering manholes, structures, wet wells, and any other confined areas. To facilitate the condition assessment, City will provide harness and apply for confined space entry permit.

1.2 Optional Task 1, Rebar Scanning – based on the initial condition assessment of the storm drain pump station wetwell, CONSULTANT shall advise the city whether rebar scanning services are necessary to further inspect potentially problematic/structural deficient areas within the wetwell. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

1.3 CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and

submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that may be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

1.4 Any work that affects the public right-of-way, which include geotechnical boring, potholing, excavation, and other that are similar in nature requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on our website and typically include traffic control plan, work plan, insurances, re-establishment plan, and other necessary documents. The City will pay for all related encroachment application fees; however, the consultant shall borne all costs related with submitting the encroachment permit applications.

1.5 Consultant shall prepare Basis of Design Reports to address the BSDPS deficiencies. The report shall, at the minimum, include the following:

A. History and background (including photos)
B. Existing station overview and understanding of key issues.
C. Current issues at the station
D. Condition assessment of station infrastructures to remain.
E. Mechanical, hydraulic, structural, electrical, and corrosion issues.
F. Recommended improvements
G. Estimated Project costs
H. Proposed Project Schedule
I. Preliminary drawings of the recommended improvements

1.6 The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid construction using engineering judgement. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the Engineer's Estimate. The Engineer's Estimate shall consider the following factors:

A. Current economic trend.
B. When the project will be bid.
C. When construction will occur.
D. What are the risks that contractors need to consider for the project.

The aforementioned factors are not a complete list, but rather to provide a starting point for the consultant to prepare the Engineer's Estimate. If there are other

factors and assumptions that are deemed critical to prepare an accurate Engineer's Estimate, Consultant shall include them in their estimate.

1.7 The Draft Basis of Design will be routed by the city project manager to the various stakeholders for review and comments.

Deliverables:

1. Draft Basis of Design Report
2. Field photos and notes
3. QA/QC Form for primary consultant and subconsultants

Task 2.0: Final Basis of Design Report

2.1 CONSULTANT shall finalize the BOD Reports based on comments from the previous BOD Reports. The final BOD Report shall be signed, stamped and dated by CONSULTANT in responsible charge for their preparation.

2.2 Conduct a quality control (QC) review of BOD Reports in accordance with Consultant's QC program approved by City.

Deliverables:

1. Stamped, signed, and dated Basis of Design Report
2. All data and documents gathered to prepare the Basis of Design Reports.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $96,633. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $14,495. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed $111,128, subject to budget appropriations.

Consultant shall 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 City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

Description of work and task	Basic Services Cost
Task No. 1 – Draft Basis of Design Report	$65,674
Task No. 2 – Final Basis of Design Report	$18,959
Optional Task 1 (2 days of rebar scanning)	$12,000
TOTAL COST	$96,633

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed ninety-six thousand six hundred thirty-three dollars ($96,633).

III. REIMBURSABLE EXPENSES

There are no reimbursable expenses.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $14,495.

V. RATE SCHEDULE

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

Primary Consultant – SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS:

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Principal Project Manager	$250	Construction Manager	$235
Senior Project Manager	$235	Senior Resident Engineer	$210
Senior Engineer	$220	Resident Engineer	$190
Associate Engineer	$200	Assistant Resident Engineer	$175
Assistant Engineer	$185		
Junior Engineer	$175		
Designer	$160		
GIS Analyst	$160		
Technician	$155		
Engineering Trainee	$125		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at $350 per hour. Court or deposition time as an expert witness is charged at $450 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Subconsultant Billing Rates:

BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408.296.5515

CHARGE RATE SCHEDULE

Senior Principal	$290.00
Principal	$250.00
Associate	$230.00
Engineering Manager	$200.00
Senior Engineer	$180.00
Project Engineer	$165.00
Staff Engineer	$152.00
Assistant Engineer	$140.00
Junior Engineer	$128.00
Senior Computer Drafter	$145.00
Computer Drafter	$128.00
Junior Computer Drafter	$115.00
BIM/Visualization Specialist	$145.00
Project Administrator	$165.00
Project Coordinator	$135.00
Secretarial Administrative Services	$104.00
Construction Manager	$240.00
Senior Structural Representative	$210.00
Structural Representative	$187.00
Assistant Structures Representative	$150.00
Senior Bridge Inspector	$187.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	$0.32/ sq. ft.
Plots	$1.60/ sq. ft.
Mylar Plots	$3.20/ sq. ft.

KIER+WRIGHT

HOURLY RATE SCHEDULE

Effective March 1, 2022 through February 28, 2023

Principal	$ 282.00 / Hour
Principal Engineer	$ 256.00 / Hour
Senior Engineer Manager	$ 236.00 / Hour
Technical Manager	$ 236.00 / Hour
Senior Engineer	$ 223.00 / Hour
Engineer III	$ 208.00 / Hour
Engineer II	$ 173.00 / Hour
Engineer I	$ 144.00 / Hour
Senior Survey Construction Manager	$ 230.00 / Hour
Senior Land Surveyor	$ 230.00 / Hour
Project Surveyor III	$ 206.00 / Hour
Project Surveyor II	$ 166.00 / Hour
Project Surveyor I	$ 142.00 / Hour
Survey Coordinator	$ 196.00 / Hour
Engineering Tech III	$ 187.00 / Hour
Engineering Tech II	$ 169.00 / Hour
Engineering Tech I	$ 158.00 / Hour
Draftsman / Survey Tech III	$ 144.00 / Hour
Draftsman / Survey Tech II	$ 119.00 / Hour
Draftsman / Survey Tech I	$ 110.00 / Hour
3-Man Survey Crew	$ 404.00 / Hour
2-Man Survey Crew	$ 319.00 / Hour
1-Man Survey Crew	$ 197.00 / Hour
Testimony (Trial or Deposition)	$ 550.00 / Hour
Project Coordinator III	$ 135.00 / Hour
Project Coordinator II	$ 118.00 / Hour
Project Coordinator I	$ 103.00 / Hour
Engineering / Survey Intern	$ 60.00 / Hour
3D Laser Scanning Crew	$ 393.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

Schedule of Hourly Rates and Costs – 2022

TJC and Associates, Inc.

Labor

Engineer		CAD	
Level 20 (E20)	$322.00 / hour	Level 10 (C10)	$187.00 / hour
Level 19 (E19)	$310.00 / hour	Level 9 (C9)	$175.00 / hour
Level 18 (E18)	$298.00 / hour	Level 8 (C8)	$164.00 / hour
Level 17 (E17)	$286.00 / hour	Level 7 (C7)	$152.00 / hour
Level 16 (E16)	$275.00 / hour	Level 6 (C6)	$140.00 / hour
Level 15 (E15)	$263.00 / hour	Level 5 (C5)	$129.00 / hour
Level 14 (E14)	$251.00 / hour	Level 4 (C4)	$117.00 / hour
Level 13 (E13)	$239.00 / hour	Level 3 (C3)	$105.00 / hour
Level 12 (E12)	$227.00 / hour	Level 2 (C2)	$ 93.00 / hour
Level 11 (E11)	$215.00 / hour	Level 1 (C1)	$ 82.00 / hour
Level 10 (E10)	$204.00 / hour		
Level 9 (E9)	$192.00 / hour		
Level 8 (E8)	$180.00 / hour	**Administrative**	
Level 7 (E7)	$168.00 / hour	Level 15 (A15)	$151.00 / hour
Level 6 (E6)	$156.00 / hour	Level 14 (A14)	$141.00 / hour
Level 5 (E5)	$145.00 / hour	Level 13 (A13)	$131.00 / hour
Level 4 (E4)	$133.00 / hour	Level 12 (A12)	$122.00 / hour
Level 3 (E3)	$121.00 / hour	Level 11 (A11)	$112.00 / hour
Level 2 (E2)	$109.00 / hour	Level 10 (A10)	$102.00 / hour
Level 1 (E1)	$ 97.00 / hour	Level 9 (A9)	$ 93.00 / hour

Reimbursable Expenses

Auto Mileage	Standard set by IRS
Outside Services	Cost + 10%
Materials and Other Expenses	Cost + 10%

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
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BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

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 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 Public Works
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, consultants are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant and all subconsultants shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant or subconsultant may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultants MUST be a registered "public works consultant" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants and related construction Services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works consultant". Those you fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the project.

10. Should any consultant or subconsultants not be a registered public works consultant and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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EXHIBIT E
MILESTONE SCHEDULE

Description of work and task	**Duration**
Task No. 1 – Draft Basis of Design Report	5 weeks from Notice to Proceed
Task No. 2 – Final Basis of Design Report Package	4 weeks from city comments for previous task provided to the CONSULTANT
Optional Task 1	2 weeks from Authorization to Proceed

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EXHIBIT F
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE

1.0 GENERAL

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – PROJECT MANAGEMENT DOCUMENTATON SOFTWARE.

3.0 REQUIREMENTS

A. General Requirements:

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:

    a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
    b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
    c) Web Browser: Microsoft Internet Explorer 11.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;
    d) Work and Spreadsheet Processors: Microsoft Office Word, Excel

and Outlook;

e) Scheduling Software: Microsoft Project or Primavera;

f) Internet Service Provider: A reliable ISP in the area of the Project;

g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.

2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

B. <u>Project Web Requirements:</u>

1. This project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of Subconsultant's personnel.

3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

C. <u>Electronic File Requirements:</u>

1. In addition to the standard closeout submittal requirements detailed

elsewhere in the Contract Documents, the Consultant and Subconsultants shall also submit all closeout documents including all "As-Built Drawings", catalog cuts, and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

4.0 IMPLEMENTATION REQUIREMENTS

A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.

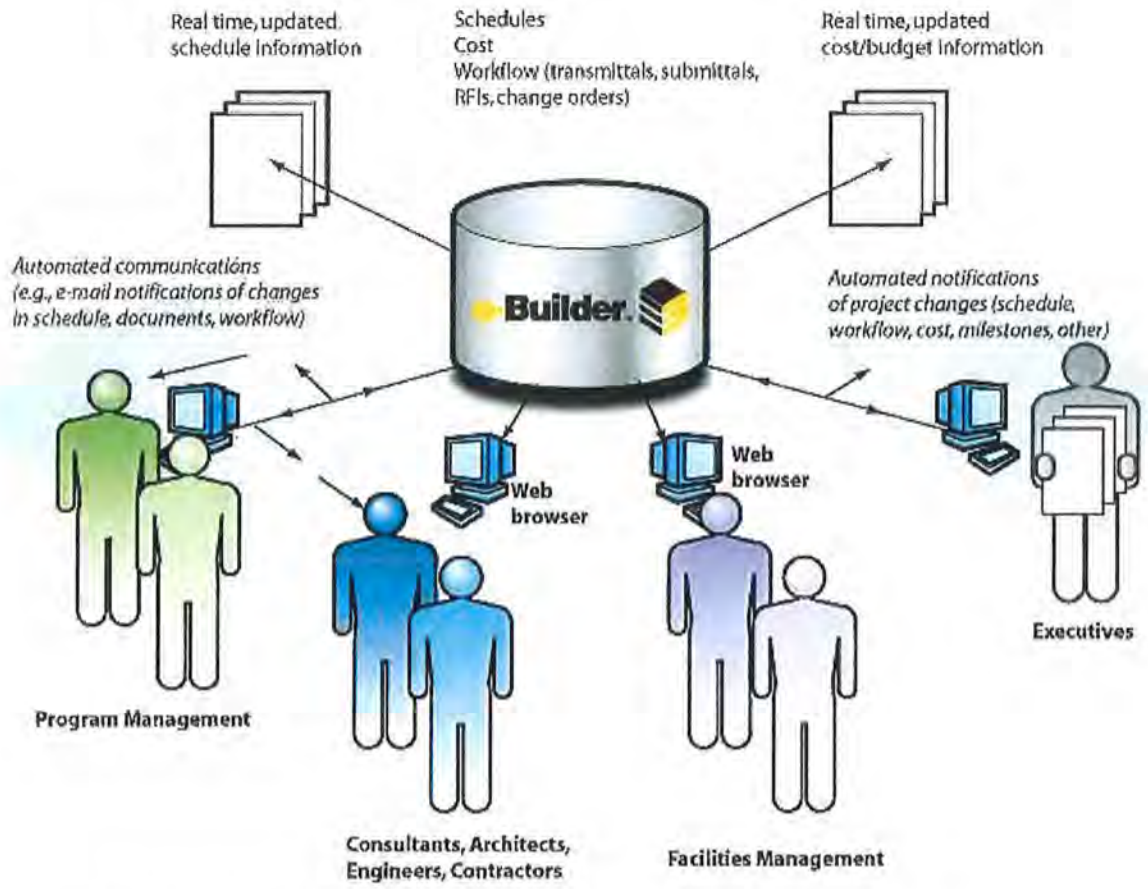
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

C. Central Document Vault: e-Builder system includes a central database that maintains all project information and manages project communications amongst team members.

D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.

F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



5.0 LICENSING REQUIREMENT

A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.

B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.

2. Quarterly e-Builder software enhancements.

3. Unlimited phone, email, and web-based support 24-hours.

C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
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CITY OF SANTA CLARA, CALIFORNIA,
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FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Schaaf & Wheeler Consulting Civil Engineers, a California Corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Schaaf & Wheeler Consulting Civil Engineers", dated January 23, 2023 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Consultant to provide engineering design services for the first phase of the Bowers Avenue Underpass Storm Drain Pump Station Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide engineering design services for the second phase of the project, which includes preparing bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding based on the Basis of Design Report, assisting with obtaining Building and Fire permits , and providing engineering support services during bid and award, construction, and post-construction phases of the Project.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement entitled "Term of the Agreement" is amended to read as follows:

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate December 31, 2032.

2. Exhibit A entitled "Scope of Services" is hereby replaced with First Revised Exhibit A, attached and incorporated by reference herein.

3. Exhibit B entitled “Schedule of Fees” is hereby replaced with First Revised Exhibit B, attached and incorporated by reference herein.

4. Exhibit E entitled “Milestone Schedule” is hereby replaced with First Revised Exhibit E, attached and incorporated by reference herein.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

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"

SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
a California Corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: _____
Fax: _____

"CONSULTANT"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
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FIRST REVISED EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

I. GENERAL

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

II. BACKGROUND AND PROJECT

The Bowers Avenue Underpass Storm Drain Pump Station ("Bowers SDPS") was constructed in 1974 as part of the Bowers Avenue Southern Pacific Rail Road Underpass Project. The Bowers SDPS has a design capacity of 2,750 gpm and collects stormwater runoff at the undercrossing through a 24-inch pipe. The Bowers SDPS contains two-30 hp submersible pumps with motors, power control center panel, hour meter, programmable logic controller, remote telemetry unit, float switches, and other appurtenances. The Bowers SDPS contains all original mechanical, electrical, and plumbing, without any major replacement work. Due to the age of the Bowers SDPS, the City has difficulties finding parts to replace and maintain existing mechanical, electrical, and plumbing system.

Due to aging of the stations and to address operations issues, in 2023 City contracted with Schaaf & Wheeler to perform condition assessment and the preliminary engineering for the Bowers storm drain pump station. The Basis of Design report was prepared in August 2023 and recommends replacement of the station.

The second phase scope of work includes all work necessary in preparation of (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining permits; and provide engineering support services during bid and award, construction, and post-construction phases.

III. DESCRIPTION OF SERVICES

Consultant shall provide the services described herein. All work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide recommendations for improvement to meet the goals for this PROJECT.

Phase I (ALREADY COMPLETE): Consultant shall:

1. Perform wet well condition assessment:

    a. All personnel performing this work shall be OSHA certified in fall protection and confined space entry.
    b. To facilitate the condition assessment, City will provide harness and apply for confined space entry permit upon request. Consultant may also provide all necessary harness, tools, and equipment to perform his/her own confined space entry condition assessment of the wetwell.

2. The recommendations shall include for the overall the pump station to serve its functions, but limited to the following:, :

    a. to enhance/provide needed structural integrity of the wet well
    b. to replace existing pump station mechanical, electrical, and plumbing
    c. to rehabilitate pump station building
    d. to enhance security to minimize break-ins and people digging under perimeter fencing, cutting fence and locks
    e. to enhance operation and maintenance of pump station
    f. to connect a portable generator in case of emergency

3. Besides the existing condition of the BSDPS, the City would like the consultant to provide additional recommendations beyond the replacement in kind to enhance routine maintenance and operation of the pump station. Additional recommendations may include, but are not limited to the following:

    a. Advanced pump station controls
    b. Pump alternatives that provide best availability for maintenance and replacement
    c. Electrical modifications

d. Redundancy in case of power failure

4. Prepare Basis of Design Report

Phase II: Consultant shall:

1. Develop selected pump station improvements from Phase I into bid documents (PS&E) for public works bidding
2. Provide assistance in obtaining a building permit.
3. Provide engineering support services during bid and award, construction, and post-construction phases.

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified I their proposal as follows:

1. Consultant: SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
2. Sub-consultants to SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS:
    1) TJC and Associates, Inc. – electrical engineering, instrumentation and controls, and control systems programming.
    2) Kier + Wright – land survey

Any changes to the Project team through the course of the Services shall be approved in writing by City.

IV. RESPONSIBILITIES OF CITY

CITY will provide the following information and support for the project as-available and applicable:

A. Record drawings (as-available)
B. CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
E. Payment of permit application fees with other internal departments, if required.
F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to perform complete evaluation of the Bowers SDPS and identify all deficiencies to enable the project to be appropriately scoped and planed for the next phase, which includes detail design and construction.

PROJECT MANAGEMENT

CONSULTANT shall:

A. Manage its team and overall project activities consistent with the direction from CITY in order to meet the project objectives, schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the PROJECT.

B. Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:

1. Kick-off Meeting (Phase I)
2. 65% BOD Meeting (Phase I)
3. 75% BOD Meeting (Phase I)
4. 75% Design Review Meeting (Phase II)
5. 100% Design Review Meeting (Phase II)
6. Punch list/Project acceptance Meeting (Phase II)

C. Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.

D. Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.

E. Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the

meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY appraised on the PROJECT's progress and address any issues that may arise during the course of Services.

F. Provide monthly progress reports.

G. Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.

H. Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

I. Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT’s basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT’s basic hourly rates and shall not be billed.

J. Only the designated Project Manager or approved delegates performing project management duties shall charge time to Project Management. CONSULTANT’s technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

<u>Deliverables</u>:

1. Progress schedules in MS Project format (submitted electronically as an 11” x 17” pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

Phase I (ALREADY COMPLETE)

Task 1.0: Draft Basis of Design Report (ALREADY COMPLETE)

1.1 CONSULTANT shall collect and review relevant reports, records, data, maps and other documents. Consultant shall inspect and evaluate existing condition in order to fully comprehend the site and provide recommendation to improve existing infrastructures. Provide detailed field review of the Pump Station, through coordination with the City, and assess and provide rehabilitation and improvement recommendations for pumps and motors, electrical equipment, inlet pipes, wetwell, slide gate structure, and miscellaneous metals, building and roof structures, and any other structures/elements to operate the pump station. Consultant's representatives shall be certified and equipped with appropriate harnesses and protections for confined space entry prior to entering manholes, structures, wet wells, and any other confined areas. To facilitate the condition assessment, City will provide harness and apply for confined space entry permit.

1.2 Optional Task 1, Rebar Scanning – based on the initial condition assessment of the storm drain pump station wetwell, CONSULTANT shall advise the city whether rebar scanning services are necessary to further inspect potentially problematic/structural deficient areas within the wetwell. Prior to performing work, CONSULTANT shall provide a work plan to the City for review and approval. No work shall be performed unless authorized by the City.

1.3 CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that may be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

1.4 Any work that affects the public right-of-way, which include geotechnical boring, potholing, excavation, and other that are similar in nature requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on our website and typically include traffic control plan, work plan, insurances, re-establishment plan, and other necessary documents. The City will pay for all related encroachment application fees; however, the consultant shall borne all costs related with submitting the encroachment permit applications.

1.5 Consultant shall prepare Basis of Design Reports to address the BSDPS deficiencies. The report shall, at the minimum, include the following:

A. History and background (including photos)
B. Existing station overview and understanding of key issues.
C. Current issues at the station
D. Condition assessment of station infrastructures to remain.
E. Mechanical, hydraulic, structural, electrical, and corrosion issues.
F. Recommended improvements
G. Estimated Project costs
H. Proposed Project Schedule
I. Preliminary drawings of the recommended improvements

1.6 The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid construction using engineering judgement. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the Engineer's Estimate. The Engineer's Estimate shall consider the following factors:

A. Current economic trend.
B. When the project will be bid.
C. When construction will occur.
D. What are the risks that contractors need to consider for the project.

The aforementioned factors are not a complete list, but rather to provide a starting point for the consultant to prepare the Engineer's Estimate. If there are other factors and assumptions that are deemed critical to prepare an accurate Engineer's Estimate, Consultant shall include them in their estimate.

1.7 The Draft Basis of Design will be routed by the city project manager to the various stakeholders for review and comments.

Deliverables:

1. Draft Basis of Design Report
2. Field photos and notes
3. QA/QC Form for primary consultant and subconsultants

Task 2.0: Final Basis of Design Report (ALREADY COMPLETE)

2.1 CONSULTANT shall finalize the BOD Reports based on comments from the previous BOD Reports. The final BOD Report shall be signed, stamped and dated by CONSULTANT in responsible charge for their preparation.

2.2 Conduct a quality control (QC) review of BOD Reports in accordance with Consultant's QC program approved by City.

Deliverables:

1. Stamped, signed, and dated Basis of Design Report
2. All data and documents gathered to prepare the Basis of Design Reports.

Phase II

Task 3.0: 75% Construction Documents

Based on the approved Basis of Design Report, approved project scope within budget, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

3.1 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.

3.2 Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications are, but not be limited to, the followings:

1. Description of work
2. Type of Contractor's License required
3. Construction Schedule
4. Bid Schedule
5. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
6. Identification of any changes to the City's standard specifications that are required.

3.3 Prepare 75% level project plans and specifications based on the Basis of Design Report including:

- All civil demo, layout, grading and utility details and plans.
- All mechanical, electrical, and structural details and plans.
-

3.4 Prepare an updated engineering cost estimate. If 75% engineering cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the preliminary engineering/evaluation phase, the Consultant shall explain and justify the increase and shall submit a list of proposed modifications to

bring the cost within budget.

3.5 Prepare an updated project schedule.

3.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

3.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

3.8 CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

3.9 CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 75% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the design shall be revised as appropriate to incorporate CITY's comments.

Task 3 Deliverables - Electronic files of the following documents in PDF:

1. 75% Plans
2. 75% Specifications
3. 75% Engineering cost estimate
4. Updated project schedule
5. Meeting minutes – One (1) PDF
6. Quality control checklist for 75% design submittal.
7. Written response matrix – One (1) PDF

Task 4.0: 100% Construction Documents

Based on City's comments and direction on the 75% PS&E, Consultant prepare the 100% PS&E. Consultant shall:

4.1 Prepare 100% level project plans, specifications, and engineer's estimate.

4.2 Prepare an updated project schedule.

4.3 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

4.4 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal. A statement to indicate Peer Review has been performed and signature of the Engineer who performed it shall be added to the Plans Cover Sheet.

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.

> "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."

4.5 Prepare and submit Special Inspection Form for the Project.

4.6 Provide list of potential bidders including company name, email address, contact number, and address of business.

4.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

4.8 CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

4.9 CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 75% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the design shall be revised as appropriate to incorporate CITY's comments.

4.10 Provide documents and support for Caltrain right of entry permit agreement for any work within the railroad right of way.

4.11 Provide Building Division and Fire Permit submittal package, review comments, and prepare re-submittal to Building Division and Fire Department as needed to obtain final approval.

Task 4 Deliverables - Electronic files of the following documents in PDF:

1) 100% Plans, Specifications, and Engineer's Estimate
2) All Necessary Calculations
3) Consultant Lessons Learned
4) Updated Project Schedule
5) All Permit application packages with all necessary supporting documentations.
6) Special Inspection Form
7) Meeting minutes
8) Quality control checklist for 100% design submittal.
9) Written response matrix
10) Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer
11) Recent similar project bid summaries (if applicable) to validate engineer's estimate.
12) List of potential bidders

Task 5.0: Bid Documents

Based on City's comments including Building and Fire department comments and all permitting agency comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

5.1 Prepare final bid documents of project plans, specifications, and engineer's estimate.

5.2 Prepare an updated project schedule, if necessary.

5.3 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

5.4 Incorporate permit issuers' comments into final bid documents and coordinate with permitting departments and agencies to obtain acceptance of permit application package.

5.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 5 Deliverables - Electronic files of the following documents in PDF:

1) Provide updated documents that were identified under Task 4 deliverables and any other documents to complete the project bid package.
2) Project drawings in AutoCAD format in addition to PDF.

Task 6.0: Bid and Award Phase

Consultant shall provide assistance to the City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary,

assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

6.1 Attend and conduct Pre-Bid Conference/Sites Visit.

6.2 Assist the City with responses to bidder's inquiries through the City's Project Manager.

6.3 Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.

6.4 Assist the City in evaluating bids (if required by the City).

6.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

Task 8 Deliverables - Electronic files of the following documents in PDF:

1. Written response to bidder's inquiries
2. Support information for addenda
3. Written recommendation letter to award of contract for the Project
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

Task 7.0: Construction Phase

7.1 Consultant shall attend the Pre-construction meeting.

7.2 Consultant shall visit the project site as required for the benefit of the Project during this phase. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.

7.3 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to three (3) meetings.

7.4 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable

promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals.

7.5 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs.

7.6 The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said COs

Task 7 Deliverables - Electronic files of the following documents in PDF:

1. Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions. Assume four (4) rounds of review.
2. Change Order recommendations
3. Field reports completed by Consultant and sub-consultants

Task 8.0: Post-Construction Phase

8.1 When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion.

8.2 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

8.3 Consultant shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.

8.4 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.

8.5 Provide a complete set of the Record Drawings in both electronic PDF and AutoCAD formats.

Task 8 Deliverables:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on USB drive.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

FIRST REVISED EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $377,441. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $42,200. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed $419,641, subject to budget appropriations.

Consultant shall 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 City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

Description of work and task	**Basic Services Cost**
Phase 1	
Task No. 1 – Draft Basis of Design Report	$65,674
Task No. 2 – Final Basis of Design Report	$18,959
Optional Task 1 (2 days of rebar scanning)	$12,000

Phase 2	
Task No. 3 – 75% Construction Documents	$120,382
Task No. 4 – 100% Construction Documents	$46,049
Task No. 5 – Bid Documents	$29,687
Task No. 6 – Bid and Award Phase	$15,361
Task No. 7 – Construction Phase	$52,444
Task No. 8 – Post-Construction Phase	$16,885
TOTAL COST	$377,441

The total amount of all the Tasks is a not-to-exceed amount. Upon mutual agreement between CITY and CONSULTANT in writing, basic service task fees may be allocated to other tasks as needed to facilitate CONSULTANT's invoicing. In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed three hundred seventy-seven thousand four hundred forty-one dollars ($377,441).

III. REIMBURSABLE EXPENSES

There are no reimbursable expenses.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $42,200.

V. RATE SCHEDULE

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

Primary Consultant – SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS:

SCHAAF & WHEELER
CONSULTING CIVIL ENGINEERS

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr
Principal Project Manager	$315
Senior Project Manager	$290
Senior Engineer	$265
Associate Engineer	$230
Assistant Engineer	$210
Junior Engineer	$195
Designer	$185
GIS Analyst	$185
Technician	$170
Engineering Trainee	$145

Litigation Charges

Court or deposition time as an expert witness is charged at $500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Subconsultant Billing Rates:

BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408.296.5515

CHARGE RATE SCHEDULE

Senior Principal	$347.00
Principal	$305.00
Associate	$278.00
Engineering Manager	$252.00
Senior Engineer	$226.00
Project Engineer	$210.00
Staff Engineer	$194.00
Assistant Engineer	$179.00
Junior Engineer	$163.00
Senior Computer Drafter	$184.00
Computer Drafter	$163.00
Junior Computer Drafter	$147.00
BIM/Visualization Specialist	$184.00
Project Administrator	$221.00
Project Coordinator	$174.00
Secretarial Administrative Services	$137.00
Construction Manager	$305.00
Senior Structural Representative	$263.00
Structural Representative	$236.00
Assistant Structures Representative	$189.00
Senior Bridge Inspector	$236.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%

The rates shown are valid from July 1, 2025 thru June 30, 2026, and subject to periodic increases starting July 1, 2026

KIER+WRIGHT

HOURLY RATE SCHEDULE

Effective February 24, 2025 through February 28, 2026

Principal	$ 325.00 / Hour
Development Services Manager	$ 305.00 / Hour
Associate	$ 275.00 / Hour
Structural Engineering Manager	$ 260.00 / Hour
Technical Manager (SME) / Senior Engineering Manager	$ 260.00 / Hour
Senior Engineer	$ 249.00 / Hour
Engineer III	$ 228.00 / Hour
Engineer II	$ 198.00 / Hour
Engineer I	$ 160.00 / Hour
Engineering Tech III	$ 208.00 / Hour
Engineering Tech II	$ 189.00 / Hour
Engineering Tech I	$ 153.00 / Hour
Project Coordinator III	$ 150.00 / Hour
Project Coordinator II	$ 137.00 / Hour
Project Coordinator I	$ 129.00 / Hour
Senior Land Surveyor	$ 255.00 / Hour
Senior Survey Construction Manager	$ 255.00 / Hour
Survey Operations Coordinator	$ 225.00 / Hour
Project Surveyor III	$ 228.00 / Hour
Project Surveyor II	$ 185.00 / Hour
Project Surveyor I	$ 158.00 / Hour
Draftsman / Survey Tech III	$ 178.00 / Hour
Draftsman / Survey Tech II	$ 152.00 / Hour
Draftsman / Survey Tech I	$ 132.00 / Hour
3D Laser Scanning Crew	$ 444.00 / Hour
3-Man Survey Crew	$ 467.00 / Hour
2-Man Survey Crew	$ 367.00 / Hour
1-Man Survey Crew	$ 227.00 / Hour
Engineering / Survey Intern	$ 90.00 / Hour
Testimony (Trial or Deposition)	$ 589.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.
Time spent for preparation for testimony will be billed in accordance with the above hourly rates

Schedule of Hourly Rates and Costs – 2026

TJC and Associates, Inc.

Labor

Engineer

Level 20 (E20)	$377.00 / hour
Level 19 (E19)	$363.00 / hour
Level 18 (E18)	$349.00 / hour
Level 17 (E17)	$335.00 / hour
Level 16 (E16)	$321.00 / hour
Level 15 (E15)	$307.00 / hour
Level 14 (E14)	$294.00 / hour
Level 13 (E13)	$280.00 / hour
Level 12 (E12)	$266.00 / hour
Level 11 (E11)	$252.00 / hour
Level 10 (E10)	$238.00 / hour
Level 9 (E9)	$224.00 / hour
Level 8 (E8)	$211.00 / hour
Level 7 (E7)	$197.00 / hour
Level 6 (E6)	$183.00 / hour
Level 5 (E5)	$169.00 / hour
Level 4 (E4)	$155.00 / hour
Level 3 (E3)	$141.00 / hour
Level 2 (E2)	$128.00 / hour
Level 1 (E1)	$114.00 / hour

CAD

Level 10 (C10)	$219.00 / hour
Level 9 (C9)	$205.00 / hour
Level 8 (C8)	$191.00 / hour
Level 7 (C7)	$178.00 / hour
Level 6 (C6)	$164.00 / hour
Level 5 (C5)	$150.00 / hour
Level 4 (C4)	$137.00 / hour
Level 3 (C3)	$123.00 / hour
Level 2 (C2)	$109.00 / hour
Level 1 (C1)	$ 95.00 / hour

Administrative

Level 15 (A15)	$176.00 / hour
Level 14 (A14)	$165.00 / hour
Level 13 (A13)	$154.00 / hour
Level 12 (A12)	$142.00 / hour
Level 11 (A11)	$131.00 / hour
Level 10 (A10)	$120.00 / hour
Level 9 (A9)	$108.00 / hour

Reimbursable Expenses

Auto Mileage	Standard set by IRS
Outside Services	Cost + 10%
Materials and Other Expenses	Cost + 10%

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR
BOWERS AVENUE UNDERPASS STORM DRAIN PUMP STATION PROJECT

FIRST REVISED EXHIBIT E
MILESTONE SCHEDULE

Description of work and task	**Duration**
Task No. 3 – 75% Construction Documents	60 Days
Task No. 4 – 100% Construction Documents	40 Days
Task No. 5 – Bid Construction Documents	20 Days
Task No. 6 – Bid & Award Support	3 Months
Task No. 7. – Construction Support	1 Year
Task No. 8. – Post-Construction	1 Month

25-787 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on an Amendment to an Existing Agreement with Accela, Inc. for Land Management Software and the Related Budget Amendment

BACKGROUND

The City uses Accela's Civic Platform, a centralized software-as-a-subscription services solution to manage its diverse land management operations. This platform enables the City to offer a variety of online services, including processing permit applications, payments, plan reviews, code enforcement, and inspection scheduling.

Since its implementation in 2021, the City has expanded its use of the platform to provide a variety of new services including processing and tracking of site clearances, maintaining subdivision maps and title documents, fee collections and meter release processing, abandoned vehicle reporting, computer-aided dispatch audio requests for law enforcement, and special events permitting.

The City Council originally approved the agreement with Accela on August 21, 2018, for the technical and professional services related to the software integration and ongoing license usage. This agreement authorized a maximum compensation of $1,218,660 over an initial five-year term ending August 28, 2023, with options to renew for up to two additional one-year terms.

On December 7, 2021, through RTC # 21-1484, the City Council authorized the City Manager to execute Amendment No.1 to extend the term through November 29, 2025, and increase compensation by $1,420,640, for a revised maximum of $2,639,300, to support the purchase of up to 100 additional licenses.

On June 25, 2024, through RTC # 24-1141, the City Council authorized the City Manager to execute Amendment No. 2 to increase compensation by $235,872 for a revised maximum compensation of $2,875,172 for the purchase of up to another 100 additional licenses.

As the current agreement expires on November 29, 2025, this item presents for Council consideration Amendment No. 3 to extend the agreement for five additional years, increase the maximum allowable license quantities available for purchase, and make related changes to pricing and terms.

DISCUSSION

The City's use of Accela's Civic Platform is based on a licensing model that has evolved to meet the City's needs. Individual employees are granted unlimited access to the software through a unique Named User License. As the City's use of the platform has expanded, it has purchased additional licenses to support new users and operations.

To accommodate the staggered work schedules of Fire Department personnel, Accela created a specialized version of the Named User License entitled the Fire Enterprise Device License. This license provides the same services as the Named User License, but at a reduced cost, ensuring the City is not paying full price for individual licenses that are only used for a fraction of the time of a standard license.

Under the current agreement, the City can activate up to 281 Named User Licenses and 59 Fire Enterprise Device Licenses per year. After reviewing current usage and future needs, the City has determined that over the next five years it will require up to 310 Named User Licenses and 50 Fire Enterprise Device Licenses annually to support existing operations, developing projects, and anticipated departmental growth.

The City also subscribes to Accela Citizen Access, the public-facing online system that allows citizens to create an account. This account enables them to interact directly with the platform's various services using a web based online portal.

As the current agreement expires on November 29, 2025, the City is recommending Amendment No. 3 to extend the contract for five additional years, through November 29, 2030, and increase the maximum allowable license quantities available for purchase in each annual term. This extension would increase the total compensation by $4,153,609 for a revised maximum compensation of $7,028,781. This multi-year extension allowed the City to negotiate annual price escalations down from 5% per year to 3% for the first two years of the contract and 5% for the remaining three years, resulting in cost savings of approximately $135,000. The maximum annual cost per subscription service is further detailed in Table 1 below.

Table 1 - Maximum Annual Cost (2025-2030)

Term	Citizen Access (Max. 1)	Named User (Max. 310)	Fire Enterprise (Max. 50)	Maximum Annual Cost
11/30/25 - 11/29/26	$15,950.94	$681,690.00	$65,970.50	$763,611.44
11/30/26 - 11/29/27	$16,429.47	$702,140.70	$67,949.50	$786,519.67
11/30/27 - 11/29/28	$17,250.94	$737,248.20	$71,347.00	$825,846.14
11/30/28 - 11/29/29	$18,113.49	$774,110.30	$74,914.50	$867,138.29
11/30/29 - 11/29/30	$19,019.16	$812,813.80	$78,660.00	$910,492.96
Maximum Five-Year Total				$4,153,608.50

Although the City's standard service agreement usually contains a "termination for convenience" clause, which allows the City to terminate a contract for any reason upon 30 days' notice, for this renewal Accela has asked that the City delete its standard language and instead agree to termination only in the event of default or non-appropriation of funds. The City understands that deleting the "termination for convenience" clause is appropriate for this specific renewal, given the system's foundational role in municipal operations and the substantial costs associated with transitioning away from a platform of this complexity on short notice.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The contract amendment will extend the term through November 2030 and increase the maximum compensation by $4,153,609 for a revised maximum compensation of $7,028,781. Funding for the Accela contract is budgeted in the Non-Departmental section of the General Fund and is supported by the Technology Fee.

Staff recommends the following budget amendment in the General Fund to account for the costs associated with the new maximum licensing amounts in Amendment No. 2, funded by the use of the Technology Fee Reserve.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
General Fund			
Expenditures			
Non-Departmental	$38,861,319	$68,790	$38,930,109
Fund Balance			
Technology Fee Reserve	$2,355,271	($68,790)	$2,286,481

The increases identified in the outyears of the agreement will be factored into the operating budget as part of the budget cycle.

COORDINATION

This report has been coordinated with the Finance Department.

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager or designee to execute Amendment No. 3 to the Agreement with Accela, Inc. to extend the term by five years through November 29, 2030, and increase the maximum compensation by $4,153,608.50 for a revised maximum compensation of $7,028,780.75;
2. Authorize the City Manager or designee to negotiate and execute future amendments as

needed to (1) add, modify, or delete services and (2) make de minimis changes, all subject to the total maximum compensation, appropriation of funds, and review and approval as to form by the City Attorney; and

3. Approve the FY 2025/26 budget amendment in the General Fund to increase the Non-Departmental appropriation in the amount of $68,790 and decrease the Technology Fee Reserve in the amount of $68,790 (five affirmative Council votes required for the use of unused balances).

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

ATTACHMENTS

1. 2018 Original Agreement with Accela, Inc.
2. 2021 Amendment No. 1 to Agreement with Accela, Inc.
3. 2024 Amendment No. 2 to Agreement with Accela, Inc.
4. 2025 Amendment No. 3 to Agreement with Accela, Inc.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ACCELA, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Accela, Inc., a California corporation, with its principal place of business located at 2633 Camino Ramon, Suite 500, San Ramon, CA 94853 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services for hosted subscriptions services, (collectively referred to as "Subscribed Services" as defined in Exhibit H, Paragraph 3) to satisfactorily complete the work required by City at his/her own risk and expense. Subscribed Services to be provided to City are more fully described in Exhibit H. All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT OF SUBSCRIBED SERVICES.

CUSTOMER'S SUBSCRIPTION TERM COMMENCES ON A MUTUALLY AGREED UPON DATE TO OCCUR BEFORE SEPTEMBER 30, 2018 AND SAID DATE IS CUSTOMER'S "SERVICE DATE" FOR PURPOSES OF DESIGNATING THE START OF ANY SUBSCRIPTION TERM. FOR THE AVOIDANCE OF DOUBT, THE SERVICE DATE AND THE EFFECTIVE DATE MAY NOT BE THE SAME.

Contractor shall begin providing the Subscription services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties Contract execution.

When City determines that Contractor has satisfactorily completed the Services. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Service Date. The Agreement may be renewed by the City, at its sole discretion, for two additional one (1) year terms.

6. MONITORING OF SUBSCRIBED SERVICES.

City may monitor the Subscribed Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Subscribed Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. PERFORMANCE OF SUBSCRIBED SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Subscribed Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Subscribed Services furnished by it, as set forth under this Agreement, including any exhibits or attachments. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City (subject to any limitations in this Agreement) in accordance with applicable law for all damages to City caused by Contractor's Agreement, applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Subscribed Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Subscribed Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement, which will be effective on the following anniversary of the Subscription Term provided such Notice of Termination is received 30 days prior to the anniversary of the Effective Date of the upcoming Subscription Term. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Subscribed Services satisfactorily performed up to such date.

If City renews the Agreement for additional one year terms after first five (5) year term, then upon such renewal either Party may terminate the Agreement without cause by giving the other Party Notice of Termination. Such Notice of Termination shall be effective ninety (90) days after receipt by the other Party. Upon any such Notice of Termination after the first five (5) year term, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

Either party may terminate this Agreement if either Party materially breaches any terms and conditions of this Agreement after receiving a written notice describing the circumstances of the material breach, and the Party fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by City, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

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

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Subscribed Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Subscribed Services nor be disclosed to an entity not connected with performance of the Subscribed Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

Please refer to Exhibit H.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for two (2) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Subscribed Services hereunder.

20. CORRECTION OF SUBSCRIBED SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Subscribed Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION. PLEASE REFER TO EXHIBIT H.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Subscribed Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

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

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Community Development Department, Building Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-3823

And to Contractor addressed as follows:

Name: General Counsel
Address: 2633 Camino Ramon
San Ramon, CA94853
or by facsimile at 925-659-3201

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

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

31. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

Dated: 8/24/2018

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

ACCELA, INC.
a California corporation

Dated: May 29, 2018

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Jonathon Knight

Title: Chief Customer Officer

Local Address: 2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Email Address: jknight@accela.com

Telephone: (925) 359-3200

Fax: (925) 659-3201

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Service\OVER $50K SERVICE AGREEMENT FORM.doc

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

EXHIBIT A

SCOPE OF SUBSCRIBED SERVICES

This exhibit is not used in this agreement. For the software subscription terms and conditions, please refer to Exhibit H.

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ACCELA, INC.

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Million Two Hundred Eighteen Thousand Six Hundred Fifty-Nine Dollars and Ninety-Eight Cents ($1,218,659.98), subject to budget appropriations.

Citizen Access

PART #	PRODUCT NAME	QTY	NET PRICE
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 12,594.80
	Subtotal		USD 12,594.80

Civic Platform

PART #	PRODUCT NAME	QTY	NET PRICE
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	40	USD 71,520.00
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 257,829.60
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 265,563.93
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 273,531.52
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	140	USD 281,737.01
	Subtotal		USD 1,150,182.06

PART #	PRODUCT NAME	QTY	NET PRICE
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 13,363.08
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 13,753.52
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 14,169.15
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	125,948	USD 14,597.37
	Subtotal		USD 55,883.12

TOTAL: USD 1,218,659.98

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as policy limits, which 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 General 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 non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. The Commercial General Liability insurance will include the 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.

2. Primary and non-contributing. Commerical General Liability 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. Commercial General Liability policy shall contain language or be endorsed to reflect that no cancellation 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 cancellation

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation 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 cancellation.

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 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 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 portions of the actual insurance policies or renewals or replacements to the extent necessary to ensure compliance with this Exhibit C. 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, Community Development Department, Building Division
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

H. QUALIFYING INSURERS

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

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over $50,000 limited exposure.doc

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCLA, INC.

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving 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 City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ACCELA, INC.

a California corporation

By: _____
Signature of Authorized Person or Representative

Name: Jonathon Knight

Title: Chief Customer Officer

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

See attached CA Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On May 29th 2018 before me, Esther Sigona, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jonathan Knight
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ESTHER SIGONA
Notary Public - California
Contra Costa County
Commission # 2237556
My Comm. Expires Apr 9, 2022

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
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☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

EXHIBIT F

SPECIFICATIONS AND REQUIREMENTS

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SPECIFICATIONS AND REQUIREMENTS

Product Specifications

Accela's solution for the City's permitting and inspection functions will leverage Accela Civic Platform's Land Management solution along with its integral components for Citizen Access, GIS, and Mobile.

Land Management

The Civic Platform allows the City to automate and streamline your civic processes related to permitting.

Accela's Land Management makes it easy for state, county and city agencies of all sizes to coordinate activities for the consideration and approval of land use and building permits, inspections and enforcement to meet your jurisdiction codes. The solution saves time, increases productivity and connects government agencies to the businesses, professionals and citizens they serve.

Accela's Land Management:

- **Simplifies the permit process.** Manage your entire permitting process including application check-in, plan reviews, fee calculation and collection, inspections, sign-offs, task lists, and more. Easily manage both the proposed plan and the relationships to the project – including imposing restrictions on transactions, property or individuals until compliance measures and fees are satisfied.
- **Engages your citizens 24/7/365 days of the year.** Accela's Citizen Access and IVR capabilities provide quick and easy access to information about permits and inspections directly from any telephone, web browser, or mobile device.
- **Visualizes information with built-in GIS capabilities**, which deliver mapping and routing functionality to the enterprise. This overlays government data onto GIS maps and allows customers to initiate and manage permit activities from a geospatial platform.
- **Provides online access to save time for agency staff out in the field.** Productivity apps, such as Analytics, Inspector, and Contractor Central, connect and equip agency field workers with the right mobile device for the job.

User Interface

Accela's web-based Civic Platform user interface shows several screens on a single page and are configured to meet the needs of individual user roles.

Among the most frequently used screens are those presenting alerts and notifications, upcoming and overdue tasks, performance-based charting, and frequently used data queries. When used with Accela's GIS capabilities, government activity data is viewable on a map screen, confirming the solution's versatility in how data is represented.

When used with Accela's mobile capabilities, all land management activity data is available to field staff, enabling a full mobile field office solution. Inspector assignments, schedules, routes, status reports, and inspection results are all logically presented. Data collected in the field is recorded electronically and uploaded to the solution for immediate availability throughout the enterprise.

Further extending Land Management offerings to the public are Accela's Citizen Access, which promote true government transparency and citizen self-service by bringing government services to the public 24/7. Self-service options may include property information, online applications, fee collection and inspection scheduling. In eliminating the need for in-person and paper processing, these solution components unite governments and their constituents through accessible technology while reducing costs.

Citizen Access

Citizen participation and collaboration are now one of the most urgent needs facing our government. The ability to put processes online greatly assists this mission in two key ways — by allowing applicants to take advantage of self-service and by increasing agency staff productivity. Another obvious advantage is the solution's inherent ability to address budgetary concerns and help government do more with less.

Accela has long been cognizant of the need for transparency and accountability. Through a self-service web portal and an open user interface, Citizen Access extends government services to the public 24-hours a day by providing members of the public with online access to apply for land development applications, permits, licenses, schedule inspections, request services, and perform tasks from the convenience of their home, office or job site. This presents a useful way for public users to interact with your agency in an efficient manner.

By configuring a custom welcome page and designing page flows that are intuitive, easy-to-use, and come with agency defined context specific help agencies can better engage and connect with their public. This enables truly transparent government operations. Citizen Access supports IE 11 and the latest stable versions of Firefox, Safari, Chrome, and Opera browsers.

Exhibit 1: Citizen Access Dashboard

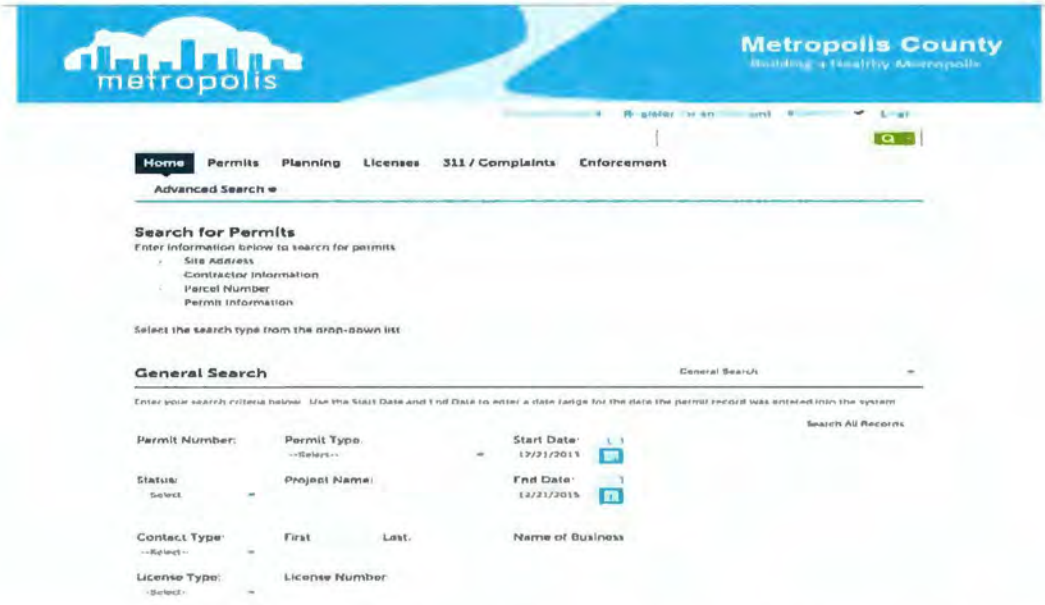


Exhibit 2: Advanced search in Citizen Access

Among the many citizen privileges available, external users can take advantage of the following capabilities:

- Apply for permits
- Research parcels using Esri GIS
- Submit complaints
- Submit requests for service
- Check status of applications, permits, and inspections
- Upload electronic plans and other documents or photographs
- View solution generated alerts and notifications
- View a history of all complaints/requests
- Conduct searches
- Pay fees
- View data on maps
- Search addresses/parcel information
- Access government documents
- View all parcel history

Citizen Access is available in English (U.S. and Australian), Spanish, French, Arabic, Chinese, Portuguese, and Vietnamese language packs. Additionally, we developed the solution so that all financial transactions are PCI DSS compliant. Furthermore, our solution is Section 508c compliant, to make our products accessible to people with disabilities — such as blindness and low vision.

Purchase of Citizen Access includes the mobile application, Mobile Citizen Access, which further enhances accessibility options for public users. Constituents now enjoy a truly mobile access to government data, using iOS or Android devices.

Citizen Access inherits the exact business rules established in Land Management. System administrators simply select which service request activities are to be made available to the public. Additionally, the Civic Platform utilizes one central database—data submitted through Citizen Access is immediately available for processing by back office users in Land Management.

GIS

The Civic Platform includes GIS functionality out of the box to help streamline mapping processes. The technology integration offers governments a geographic view of all land-use, zoning and infrastructure information associated with parcels, permits, inspections, and service requests, and works seamlessly with Esri maps, layering the information for increased visibility. The Civic Platform map component is built using the Esri JavaScript map control and consumes GIS services published from the agency's ArcGIS Server or ArcGIS Online, as well as can consume Open Geospatial Consortium Web Mapping and Web Feature Service map services.

GIS also provides visualization of an agency's government data geographically by plotting locations of activities captured in the Civic Platform on the map. GIS provides enhanced user experience with

- Optimal server response times
- Smooth panning
- Context-sensitive commands and menu items

- Drag and drop functionality
- Client side graphic rendering

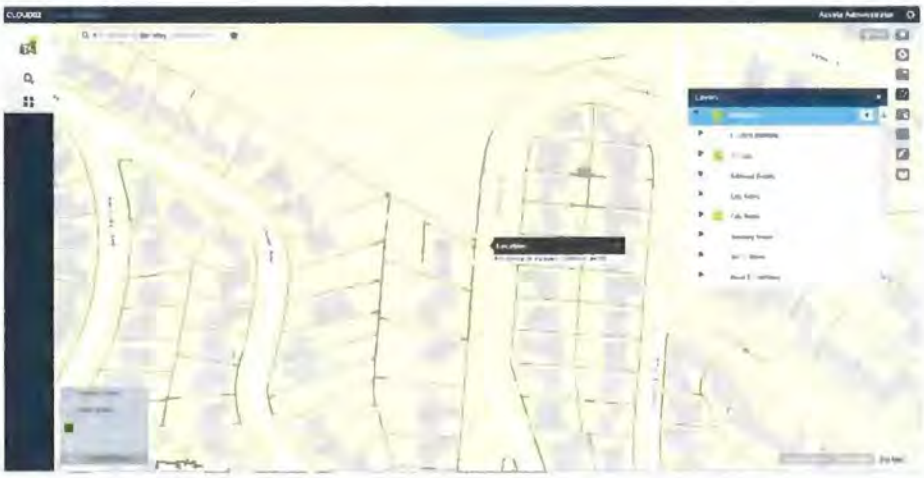
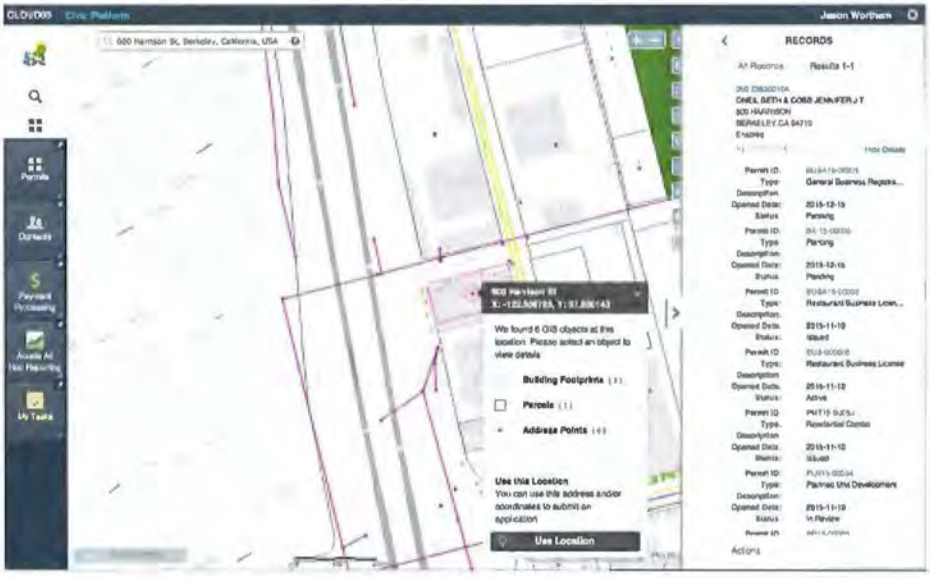


Exhibit 3: GIS Map Interface

Accela's GIS gives users the option to initiate and manage all land management activities from a map interface. GIS is a bi-directional interface enabling viewing, interaction, and presentation of both tabular and spatial information. It leverages an agency's GIS database and map services published by one or more ArcGIS Servers. Base maps published from one agency can be combined with map data from another agency to provide a comprehensive view of geographic information.



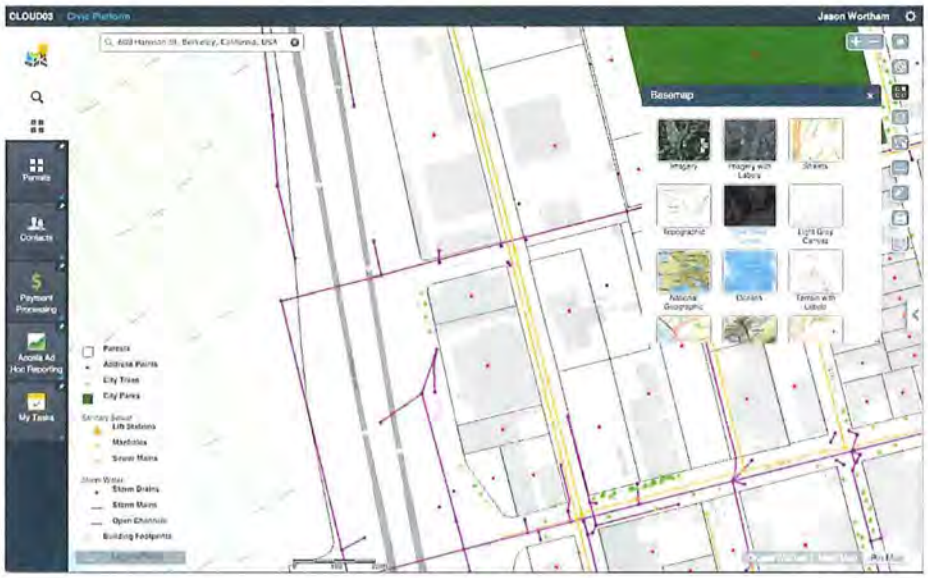


Exhibit 4: Share the Civic Platform data in Esri ArcGIS Online

Optional map editing tools empower end users to draw new features using points, lines, or polygons to represent actual geographic elements or assets. Once these new features are created, they can be associated with transactions in the Civic Platform database. GIS supports efficient fieldwork through its routing features. Inspection schedules can be automatically routed or users can choose to optimize inspection schedules based on shortest distance or travel time.

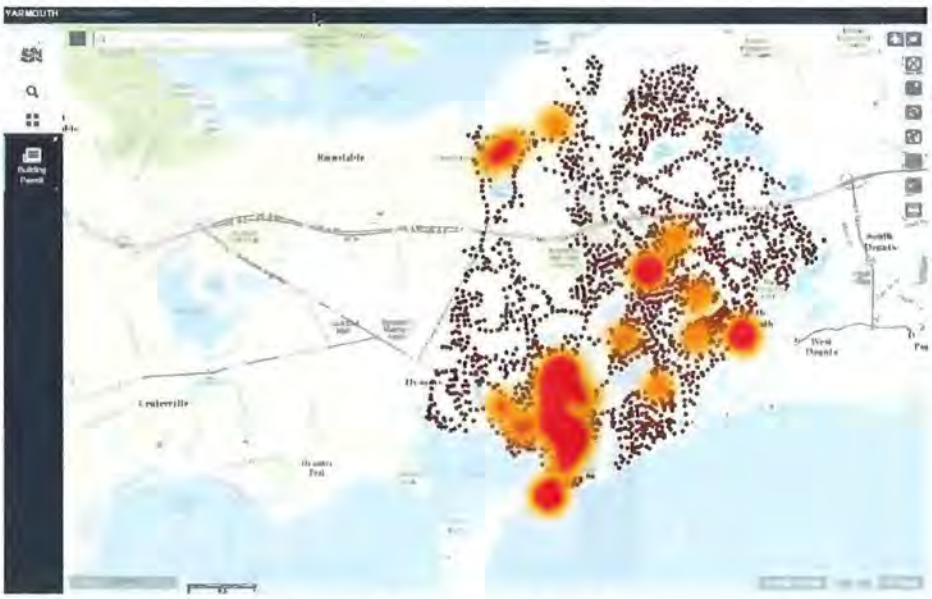


Exhibit 5: Accela GIS Heat Map

Customers may enhance user views by adding the agency's ArcGIS map layers to the map viewer. Together, these data sources, united with Accela transaction data, offer the most comprehensive visual representation of government and location data available. Users can manage, edit, and update data from the map viewer. The map viewer presents reference data and context-based action items for a selected parcel(s) (i.e., create a record, show record, create inspection, etc.).

When deployed with Mobile, routing capabilities are available whether connected or disconnected from the network. Routes and driving directions can be saved and printed as needed. Optimized routing can be done one of two ways:

1. To use an agency's street file, that agency needs ArcGIS Server Network Extension and a published routing service. The agency typically creates the network via ArcGIS Desktop and the Network Analyst extension.

2. The agency may not have a quality street file in an Esri GIS format or does not have the additional Esri software list noted above in number one.

The following is a list of features/functions that are available out of the box in Accela's GIS solution:

- Plotting event locations (address, parcel or asset matching)
- Start new application/transaction from selected map feature
- Navigation (pan, zoom in/out, zoom to scale/selected/full extent)
- Select (by line, polygon, rectangle)
- Buffer selection
- Attach/associate feature to transaction record
- Add selected features to a Set in Accela
- Redlining (point, line, polygon and text box)
- Identify (click on map and see attributes of features)
- Reverse geocoding for mobile mapping

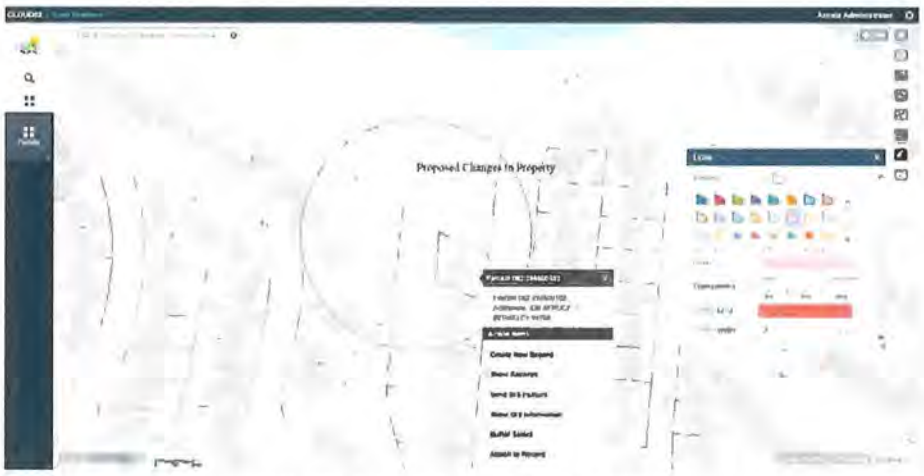


Exhibit 6: Redlining in Accela GIS

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EXHIBIT G

CLOUD SERVICE PROVIDER CHECKLIST

Title:

Date:

Compliance	Audit Planning	CO-01	CO-01.1	Do you produce audit assertions using a structured, industry accepted format (ex. CloudAudit/A6 URI Ontology, CloudTrust, SCAP/CYBEX, GRC XML, ISACA's Cloud Computing Management Audit/Assurance Program, etc.)?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Audit and Accountability (AU) security controls.
Compliance	Independent Audits	CO-02	CO-02.1	Do you allow (describe/explain/attach/embed associated documents) tenants to view your SAS70 Type II/SSAE 16 SOC2/ISAE3402/ISO27001:2005 or similar third party audit reports?	Yes. Accela makes the following reports available to clients and potentia clients with NDA's on file for their review: • SSAE 16/SOC 2 • PCI AOC • NIST 800-53 Controls Status and POAM summary for any remediation efforts that may be in progress at the time.
Compliance			CO-02.2	Do you conduct (describe/explain/attach/embed associated documents) network penetration tests of your cloud service infrastructure regularly as prescribed by industry best practices and guidance?	Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly.
Compliance			CO-02.3	Do you conduct (describe/explain/attach/embed associated documents) regular application penetration tests of your cloud infrastructure as prescribed by industry best practices and guidance?	Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly.
Compliance			CO-02.4	Do you conduct (describe/explain/attach/embed associated documents) internal audits regularly as prescribed by industry best practices and guidance?	Yes. External SSAE 16/SOC 2 and PCI audits are completed annualy. External NIST 800-53 audits are completed bi-annually. Accela has an internal audit function that is continuously reviewing compliance with specific control families.

Compliance			CO-02.5	Do you conduct (describe/explain/attach/embed associated documents) external audits regularly as prescribed by industry best practices and guidance?	Yes. External SSAE 16/SOC 2 and PCI audits are completed annualy. External NIST 800-53 audits are completed bi-annually. Accela has an internal audit function that is continuously reviewing compliance with specific control families.
Compliance			CO-02.6	Are the results of the network penetration tests available to tenants at their request?	No, due to the sensitive nature of this information. However, result summaries and remediation plans are available for client review.
Compliance			CO-02.7	Are the results of internal and external audits available to tenants at their request?	No, due to the sensitive nature of this information. However, result summaries and remediation plans are available for client review.
Compliance	Third Party Audits	CO-03	CO-03.1	Do you permit tenants to perform independent vulnerability assessments?	No. Due to the instability this may cause in shared tenant environment, this activity is carefully planned and coordinated by Accela.
Compliance			CO-03.2	Do you have (describe/explain/attach/embed associated documents) external third-party conduct vulnerability scans and periodic penetration tests on your applications and networks?	Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly.
Compliance	Contact / Authority Maintenance	CO-04	CO-04.1	Do you maintain liaisons and points of contact with local authorities in accordance with contracts and appropriate regulations?	Yes. Accela maintains contact with various parties associated with NIST 800-53, PCI-DSS and SSAE 16 compliance regulations.
Compliance	Information System Regulatory Mapping	CO-05	CO-05.1	Do you have (describe/explain/attach/embed associated documents) the ability to logically segment or encrypt customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?	Yes. Tenants are logically segmented at the database attribute level.

			CO-05.2	Do you have (describe/explain/attach/embed associated documents) capability to logically segment and recover data for specific customer in the case of a failur or data loss?	Yes. Tenants are logically segmented at the database attribute level. Procedures are in place for tenant data restoration.
Compliance	Intellectual Property	CO-06	CO-06.1	Do you have (describe/explain/attach/embed associated documents) policies and procedures in place describing what controls you have in place to protect tenants intellectual property?	Yes. Accela has several policies that address confidentiality, integrity and availability of client data.
Compliance	Intellectual Property	CO-07	CO-07.1	If utilization of tenants services housed in the cloud is mined for cloud provider benefit, are the tenants IP rights preserved?	Accela does not mine client data.
Compliance	Intellectual Property	CO-08	CO-08.1	If utilization of tenants services housed in the cloud is mined for cloud provider benefit, do you provide (describe/explain/attach/embed associated documents) tenants the ability to opt-out?	Accela does not mine client data.
Data Governance					
Data Governance	Ownership / Stewardship	DG-01	DG-01.1	Do you follow (describe/explain/attach/embed associated documents) a structured data-labeling standard (ex. ISO 15489, Oasis XML Catalog Specification, CSA data type guidance)?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.

Data Governance	Classification	DG-02	DG-02.1	Do you provide (describe/explain/attach/embed associated documents) a capability to identify virtual machines via policy tags/metadata (ex. Tags can be used to limit guest operating systems from booting/instantiating/transporting data in the wrong country, etc.)?	No, however, platform instantiation is carefully managed and monitored.
Data Governance			DG-02.2	Do you provide (describe/explain/attach/embed associated documents) a capability to identify hardware via policy tags/metadata/hardware tags (ex. TXT/TPM, VN-Tag, etc.)?	Yes. All hardware is tracked as part of asset management.
Data Governance			DG-02.3	Do you have (describe/explain/attach/embed associated documents) a capability to use system geographic location as an authentication factor?	No.
Data Governance			DG-02.4	Can you provide (describe/explain/attach/embed associated documents) the physical location/geography of storage of a tenant's data upon request?	Yes. All data is housed in the continental United States in either our East or West Coast data centers.
Data Governance			DG-02.5	Do you allow (describe/explain/attach/embed associated documents) tenants to define acceptable geographical locations for data routing or resource instantiation?	No. Accela carefully selects georgraphical locations for services and data based on numerous factors, including throughputassociated with physical distance and client load patterns.
Data Governance	Handling / Labeling / Security Policy	DG-03	DG-03.1	Are Policies and procedures established for labeling, handling and security of data and objects, which contain data?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.

Data Governance			DG-03.2	Are mechanisms for label inheritance implemented for objects that act as aggregate containers for data?	Applications do not use data labeling. Although Public or private/sensitive data are implied during system implementation/configuration, it is which controlled by access rights. At the application level, 'sensitive data' is managed by leveraging hashing & encryption algorithms. No labeling is used at the database level.
Data Governance	Retention Policy	DG-04	DG-04.1	Do you have (describe/explain/attach/embed associated documents) technical control capabilities to enforce tenant data retention policies?	Accela does not delete or archive client data. Clients have the capability, via the user interface or a special Services request, to delete and archive data.
Data Governance			DG-04.2	Do you have (describe/explain/attach/embed associated documents) a documented procedure for responding to requests for tenant data from governments or third parties?	Yes. Accela does not grant requests for client data from 3rd parties or governments unless required by written subpoena.
Data Governance	Secure Disposal	DG-05	DG-05.1	Do you support (describe/explain/attach/embed associated documents) secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the tenant?	Data is deleted but no extra steps to wipe slack space are taken. That data is reclaimed and used by other DB segments as part of normal processing.
Data Governance			DG-05.2	Can you provide (describe/explain/attach/embed associated documents) a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of tenant data once a customer has exited your environment or has vacated a resource?	Data is deleted but no extra steps to wipe slack space are taken. That data is reclaimed and used by other DB segments as part of normal processing.

Data Governance	Nonproduction Data	DG-06	DG-06.1	Do you have (describe/explain/attach/embed associated documents) procedures in place to ensure production data shall not be replicated or used in non-production environments?	Yes. Accela has policies in place prohibiting the exporting of production data to non-production environments with the exception of using sanitized production data for testing and troubleshooting purposes.
Data Governance	Information Leakage	DG-07	DG-07.1	Do you have (describe/explain/attach/embed associated documents) controls in place to prevent data leakage or intentional/accidental compromise between tenants in a multi-tenant environment?	Yes.
Data Governance			DG-07.2	Do you have (describe/explain/attach/embed associated documents) a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your cloud service offering?	Yes.
Data Governance	Risk Assessments	DG-08	DG-08.1	Do you provide (describe/explain/attach/embed associated documents) security control health data in order to allow tenants to implement industry standard Continuous Monitoring (which allows continual tenant validation of your physical and logical control status?)	Security & Complaince control status information is available to all clients upon request.

Facility Security					
Facility Security	Policy	FS-01	FS-01.1	Can you provide (describe/explain/attach/embed associated documents) evidence that policies and procedures have been established for maintaining a safe and secure working environment in offices, rooms, facilities and secure areas?	Yes. Accela enforces policies and standards that comply with the NIST 800-53 family of controls.
Facility Security	User Access	FS-02	FS-02.1	Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background verification?	Yes. Per Accela Background Check policy, background checks are conducted on all permanent employees and contractors.
Facility Security	Controlled Access Points	FS-03	FS-03.1	Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) implemented?	Yes. All data centers and work areas have standard physical controls in place. Data centers comply with SSAE 16 compliance.
Facility Security	Secure Area Authorization	FS-04	FS-04.1	Do you allow (describe/explain/attach/embed associated documents) tenants to specify which of your geographic locations their data is allowed to traverse into/out of (to address legal jurisdictional considerations based on where data is stored vs. accessed)?	No. Accela carefully selects georgraphical locations for services and data based on numerous factors, including throughput associated with physical distance and client-load patterns.

Facility Security	Unauthorized Persons Entry	FS-05	FS-05.1	Are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises monitored, controlled and isolated from data storage and process?	Yes. Accela enforces policies and standards that comply with the NIST 800-53 family of controls.
Facility Security	Offsite Authorization	FS-06	FS-06.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation that describes scenarios where data may be moved from one physical location to another? (ex. Offsite backups, business continuity failovers, replication)	Yes. Accela enforces policies and standards that comply with NIST 800-53, Physical and Environmental Protection (PE) security controls.
Facility Security	Offsite equipment	FS-07	FS-07.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation describing your policies and procedures governing asset management and repurposing of equipment?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.
Facility Security	Asset Management	FS-08	FS-08.1	Do you maintain a complete inventory of all of your critical assets, which includes ownership of the asset?	Yes All critical assets are maintained in the Configuration Management Database (CMDB) and updated throughthe use of Accela's Change Managemeent process.
Facility Security			FS-08.2	Do you maintain a complete inventory of all of your critical supplier relationships?	Yes. Our contract management function maintains this list.
Human Resources Security					
Human Resources Security	Background Screening	HR-01	HR-01.1	Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background verification? What is checked during the background verification?	Yes. Per Accela Background Check policy, background checks are conducted on all permanent employees and contractors.
	Employment Agreements	HR-02	HR-02.1	Do you specifically train your employees regarding their role vs.	Yes. All Accela employees are required to participate in required, annual Security and Complaince awareness classes.

Human Resources Security				the tenant's role in providing information security controls?	
			HR-02.2	Do you document employee acknowledgment of training they have completed?	Yes. This is systematically captrured in our centralized training system.
Human Resources Security	Employment Termination	HR-03	HR-03.1	Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated?	Yes.
Information Security					
Information Security	Management Program	IS-01	IS-01.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation describing your Information Security Management Program (ISMP)?	Yes. Various security and compliance artifacts, including security control status, Plaon of Action and Milestones (POAM), and various types of complaince reports or attestation of compliance (AOC) are available upon request
Information Security	Management Support / Involvement	IS-02	IS-02.1	Are policies (describe/explain/attach/embed associated documents) in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution?	Yes. Accela publishes and maintains and Information Technology and Security Standards documentation that is distributed to all applicable team members. Executive management reviews and approves security and complaince roadmaps and POAMS.
Information Security	Policy	IS-03	IS-03.1	Do your information security and privacy policies align with particular	Yes. Thety are aligned with NIST 800-53, PCI and SSAE 16 controls.

				industry standards (ISO-27001, ISO-22307, CoBIT, etc.)?	
			IS-03.2	Do you have (describe/explain/attach/embed associated documents) agreements, which ensure your providers adhere to your information security and privacy policies?	Yes. Accela has Interconnect Agreements in place.
			IS-03.3	Can you provide (describe/explain/attach/embed associated documents) evidence of due diligence mapping of your controls, architecture and processes to regulations and/or standards?	Yes. Detailed control status and POAM's are available upon request.
Information Security	Baseline Requirements	IS-04	IS-04.1	Do you have (describe/explain/attach/embed associated documents) documented information security baselines for every component of your infrastructure (ex. Hypervisors, operating systems, routers, DNS servers, etc.)?	Yes. Baselines are documented for critical components. These baselines are reviewed and potentially adjusted annualy.
Information Security			IS-04.2	Do you have (describe/explain/attach/embed associated documents) a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?	Yes. Accela's internal audit function regularly audits security controls and reports results, which consequently transition into a Plan of Action and Milestone (POAM).
Information Security			IS-04.3	Do you allow (describe/explain/attach/embed associated documents) your clients to provide their own trusted virtual machine image to ensure conformance to their own internal standards?	No.
Information Security	Policy Reviews	IS-05	IS-05.1	Do you notify your tenants when you make material changes to your information security and/or privacy policies?	No. However, Accela's security and complaince status are readiuly available for client review.

Information Security	Policy Enforcement	IS-06	IS-06.1	Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?	Yes. This is specifically managed Human Resources and the resource manager.
Information Security			IS-06.2	Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?	Yes.
Information Security	User Access Policy	IS-07	IS-07.1	Do you have (describe/explain/attach/embed associated documents) controls in place ensuring timely removal of systems access, which is no longer required for business purposes?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Access Control (AC) security controls.
Information Security			IS-07.2	Do you provide (describe/explain/attach/embed associated documents) metrics that track the speed with which you are able to remove systems access which is no longer required for business purposes?	Yes. Timely deactivation of accounts is governed by policy.

Information Security	User Access Restriction / Authorization	IS-08	IS-08.1	Do you document how you grant and approve access to tenant data?	Internal access requests from Accela team members is reviewed through the use of the change management process and explicit approval is required by the Change Management Review Board (CMRB). All change management activity is recorded using an enterprise change management tool.
Information Security			IS-08.2	Do you have (describe/explain/attach/embed associated documents) a method of aligning provider and tenant data classification methodologies for access control purposes?	Yes. Accela adhered to a data classification methodology.
Information Security	User Access Revocation	IS-09	IS-09.1	Is timely de-provisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or third parties?	Yes. Timely deactivation of accounts is governed by policy.
Information Security			IS-09.2	Is any change in status intended to include termination of employment, contract or agreement, change of employment or transfer within the organization?	Yes. Status changes requiring access review include termination, role change or department transfer.
Information Security	User Access Reviews	IS-10	IS-10.1	Do you require at least annual certification of entitlements for all system users and administrators	Yes. Accela adhered to bi-annual and annual policy, procedure and standards review, which includes entitlements.

				(exclusive of users maintained by your tenants)?	Yes. The incident and change management processes are used.
Information Security			IS-10.2	If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?	Yes.
Information Security			IS-10.3	Will you share user entitlement remediation and certification reports with your tenants, if inappropriate access may have been allowed to tenant data?	
Information Security	Training / Awareness	IS-11	IS-11.1	Do you provide (describe/explain/attach/embed associated documents) or make available a formal security awareness training program for cloud-related access and data management issues (i.e., multi-tenancy, nationality, cloud delivery model segregation of duties implications, and conflicts of interest) for all persons with access to tenant data?	Yes. All Accela employees are required to participate in required, annual Security and Complaince awareness classes.
Information Security			IS-11.2	Are administrators and data stewards properly educated on their legal responsibilities with regard to security and data integrity?	
Information Security	Industry Knowledge / Benchmarking	IS-12	IS-12.1	Do you participate in industry groups and professional associations related to information security?	Yes. Some of the groups Accela is associated with are ISACA, $(ISC)^2$, NIST, US-Cert.
			IS-12.2	Do you benchmark your security controls against industry standards?	Yes. NIST 800-53 and PCI are reviewed on a continuous basis by our internal audit team for compliance. External audits are conducted annualy.
Information Security	Roles / Responsibilities	IS-13	IS-13.1	Do you provide (describe/explain/attach/embed associated documents) tenants with a role definition document clarifying your administrative responsibilities vs. those of the tenant?	Yes.

Information Security	Management Oversight	IS-14	IS-14.1	Are Managers responsible for maintaining awareness of and complying with security policies, procedures and standards that are relevant to their area of responsibility?	Yes. Security policies and procedures are reviewed annually with managers. Managers are expected to deessiminate relevant information to staff.
Information Security	Segregation of Duties	IS-15	IS-15.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation on how you maintain segregation of duties within your cloud service offering?	Yes. Information is available upon request.
Information Security	User Responsibility	IS-16	IS-16.1	How are users made aware of their responsibilities for maintaining awareness and compliance with published security policies, procedures, standards and applicable regulatory requirements?	Accela uses the Security and Compliance awareness program to achieve this goal. Additionally, meetings are help on as needed nasis to review policies with stakeholders, especially if material changes have been made to these documents.
Information Security			IS-16.2	How are users made aware of their responsibilities for maintaining a safe and secure working environment?	Accela uses the Security and Compliance awareness program to achieve this goal.
Information Security			IS-16.3	How are users made aware of their responsibilities for leaving unattended equipment in a secure manner?	Accela communicates these requirements through the on-boarding process and is governed by security policies.
Information Security	Workspace	IS-17	IS-17.1	Do your data management policies and procedures address tenant and service level conflicts of interests?	Although this is not explicitly addressed within our policies, however, Accela is committed to remediating any SLA/service conflicts with our clients. To date, this has not been an area of contention or conflict with our clients.
Information Security			IS-17.2	Do your data management policies and procedures include a tamper audit or software integrity function for unauthorized access to tenant data?	Yes. Data integrity algorithms are enforce. Log activity is also monitored on a periodic basis.
Information Security			IS-17.3	Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the	Yes. Baselines are defined and used to detect changes to the build/configuration of the VM's

				build/configuration of the virtual machine?	
Information Security	Encryption	IS-18	IS-18.1	Do you have (describe/explain/attach/embed associated documents) a capability to allow creation of unique encryption keys per tenant?	Encryption keys are not unique per tenant.
Information Security			IS-18.2	Do you support (describe/explain/attach/embed associated documents) tenant generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate. (E.g. Identity based encryption)?	No. This is not practical in a multi-tenant environment with shared data stores.
Information Security	Encryption Key Management	IS-19	IS-19.1	Do you encrypt tenant data at rest (on disk/storage) within your environment?	Yes. Data at rest and in transit are encypted.
Information Security			IS-19.2	Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances?	Yes.
Information Security			IS-19.3	Do you have (describe/explain/attach/embed associated documents) a capability to manage encryption keys on behalf of tenants?	Yes.
Information Security			IS-19.4	Do you maintain key management procedures?	Yes. This is integrated into Accela Information Technology and Security Standards.
Information Security	Vulnerability / Patch Management	IS-20	IS-21.1	Do you conduct (describe/explain/attach/embed associated documents) network-layer vulnerability scans regularly as prescribed by industry best practices?	Yes. This is conducted on a monthly basis.
Information Security			IS-20.2	Do you conduct (describe/explain/attach/embed associated documents) application-layer vulnerability scans regularly as	Yes. This is conducted on an annual basis or as deemed necessary due to signifincat changes.

				prescribed by industry best practices?	
Information Security			IS-20.3	Do you conduct (describe/explain/attach/embed associated documents) local operating system-layer vulnerability scans regularly as prescribed by industry best practices?	Yes. This is conducted on a monthly basis.
Information Security			IS-20.4	Will you make the results of vulnerability scans available to tenants at their request?	High-level summary of findings, along with general remediation plans may be made available to tenants upon request. Detailed vulnerability scan and penetration test results are general not available due to the sensitive nature of this information.
Information Security			IS-20.5	Do you have (describe/explain/attach/embed associated documents) a capability to rapidly patch vulnerabilities across all of your computing devices, applications, and systems?	Yes. This is systematically perfomed on a regular basis.
Information Security			IS-20.6	Will you provide your risk-based systems patching timeframes to your tenants upon request?	Yes.
Information Security	Antivirus / Malicious Software	IS-21	IS-21.1	Do you have (describe/explain/attach/embed associated documents) anti-malware programs installed on all systems that support your cloud service offerings?	Yes. These programs are updated on a regular basis.
Information Security			IS-21.2	Do you ensure that security threat detection systems that use signatures, lists, or behavioral patterns are updated across all infrastructure components within industry accepted timeframes?	Accela has IDS capabilities deployed in a limited fashion. Accela's IDS capabilities is currently under review. The goal is to define an enterprise strategy across all data centers., m.
Information Security	Incident Management	IS-22	IS-22.1	Do you have (describe/explain/attach/embed associated documents) a documented security incident response plan?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Incident Response (IR) security controls.

Information Security			IS-22.2	Do you integrate customized tenant requirements into your security incident response plans?	Accela is committed to continuous improvement of the IR processes and welcomes client feedback that may be incorporated as enterprise standards.
Information Security			IS-22.3	Do you publish a roles and responsibilities document specifying what you vs. your tenants are responsible for during security incidents?	Tennant responsibilities are not included yet. This will be considered in the roles and responsibilities section of a futire version of the IR policy.
Information Security	Incident Reporting	IS-23	IS-23.1	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?	Yes. BI tools are used against the merged results to conduct analysis and generate trending data.
Information Security			IS-23.2	Does your logging and monitoring framework allow isolation of an incident to specific tenants?	Yes.
Information Security	Incident Response Legal Preparation	IS-24	IS-24.1	Does your incident response plan comply with industry standards for legally admissible chain-of-custody management processes & controls?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Incident Response (IR) security controls.
Information Security			IS-24.2	Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?	Yes.
Information Security			IS-24.3	Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific tenant without freezing other tenant data?	Yes. Point in time archives may be completed for this purpose.
Information Security			IS-24.4	Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas?	Yes. Tenant data separation is accomplished through the use of logical controls.
Information Security	Incident Response Metrics	IS-25	IS-25.1	Do you monitor and quantify the types, volumes, and impacts on all information security incidents?	Yes. The IR ifecycle includes, identification, validation, inpact anaylsis and after-incident debriefs.
Information Security			IS-25.2	Will you share statistical information security incident data with your tenants upon request?	Yes.

Information Security	Acceptable Use	IS-26	IS-26.1	Do you provide (describe/explain/attach/embed associated documents) documentation regarding how you may utilize or access tenant data and/or metadata?	Yes. Accela discloses how it uses tenant data. Tennat data is not sold or shared with external entities unles required by law.
Information Security			IS-26.2	Do you collect or create metadata about tenant data usage through the use of inspection technologies (search engines, etc.)?	Yes. This is mainly done to help with product and feature roadmaps.
Information Security			IS-26.3	Do you allow (describe/explain/attach/embed associated documents) tenants to opt-out of having their data/metadata accessed via inspection technologies?	No, since this is performed strictly for Accela-internal use and to help improve the product.
Information Security	Asset Returns	IS-27	IS-27.1	Are systems in place to monitor for privacy breaches and notify tenants expeditiously if a privacy event may have affected their data?	Yes.
Information Security			IS-27.2	Is your Privacy Policy aligned with industry standards? What standards are they aligned to?	Yes. Nist 800-53 security and privacy controls.
Information Security	e-commerce Transactions	IS-28	IS-28.1	Do you provide (describe/explain/attach/embed associated documents) open encryption methodologies (3.4ES, AES, etc.) to tenants in order for them to protect their data if it is required to traverse public networks? (ex. the Internet)	Yes.

Information Security			IS-28.2	Do you utilize open encryption methodologies any time your infrastructure components need to communicate to each other over public networks (ex. Internet-based replication of data from one environment to another)?	Yes.
Information Security	Audit Tools Access	IS-29	IS-29.1	Do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)	Yes. Only select roles are granted access to these coponents.
Information Security	Diagnostic / Configuration Ports Access	IS-30	IS-30.1	Do you utilize dedicated secure networks to provide management access to your cloud service infrastructure?	Yes.
Information Security	Network / Infrastructure Services	IS-31	IS-31.1	Do you collect capacity and utilization data for all relevant components of your cloud service offering?	Yes.
Information Security			IS-31.2	Do you provide (describe/explain/attach/embed associated documents) tenants with capacity planning and utilization reports?	Capacity planning and utilization reports are internally monitored to provide clients with adequate support and resources. This information may be made available upon request.

Information Security	Portable / Mobile Devices	IS-32	IS-32.1	Are policies (describe/explain/attach/embed associated documents) and procedures established and measures implemented to strictly limit access to sensitive data from portable and mobile devices, such as laptops, cell phones, and personal digital assistants (PDAs), which are generally higher-risk than non-portable devices (e.g., desktop computers at the provider organization's facilities)?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls.
Information Security	Source Code Access Restriction	IS-33	IS-33.1	Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?	Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis.
Information Security			IS-33.2	Are controls in place to prevent unauthorized access to tenant application, program or object source code, and assure it is restricted to authorized personnel only?	Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis.
Information Security	Utility Programs Access	IS-34	IS-34.1	Are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?	Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis.
Information Security			IS-34.2	Do you have (describe/explain/attach/embed associated documents) a capability to detect attacks which target the virtual infrastructure directly (ex. shimming, Blue Pill, Hyper jumping, etc.)?	The virtual infrastructure is not a component of the presentation layer. ESXi firewalls are in place with limited open ports. ESXi 6 hardening methods are generally used which serve as prenetative measures against threats such as "blue pill".

Information Security			IS-34.3	Are attacks that target the virtual infrastructure prevented with technical controls?	Yes.
Legal					
Legal	Nondisclosure Agreements	LG-01	LG-01.1	Are requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details identified, documented and reviewed at planned intervals?	Yes, these items are documented and reviewed on planned intervals.
Legal	Third Party Agreements	LG-02	LG-02.1	Do you select and monitor outsourced providers to verify that they comply with laws in the country where the data is processed and stored and transmitted?	Legal places requirements in contracts that are passed through for these types of data issues, and our provides comply.
Legal			LG-02.2	Do you select and monitor outsourced providers in compliance with laws in the country where the data originates?	Yes, we address for Canada and the United States. The Mideast and SOPAC are managed separately.
Legal			LG-02.3	Does legal counsel review all third party agreements?	Yes, legal reviews.
Operations Management					
Operations Management	Policy	OP-01	OP-01.1	Are policies (describe/explain/attach/embed associated documents) and procedures established and made available for all personnel to adequately support services operations roles?	Yes. Polcies and standards are periodically reviewed with personnel and are also made available post-review.

Operations Management	Documentation	OP-02	OP-02.1	Are Information system documentation (e.g., administrator and user guides, architecture diagrams, etc.) made available to authorized personnel to ensure configuring, installing, and operating the information system is completed and performed correctly?	Yes. System documentation is periodically reviewed with personnel and are also made available post-review. Secuirty baselines have been established and incorporated into Information Technology and Security standards.
Operations Management	Capacity / Resource Planning	OP-03	OP-03.1	Do you provide (describe/explain/attach/embed associated documents) documentation regarding what levels of system (network, storage, memory, I/O, etc.) oversubscription you maintain and under what circumstances/scenarios?	No.
Operations Management			OP-03.2	Do you restrict use of the memory oversubscription capabilities present in the hypervisor?	Yes, however, these limits are usually not reached.
Operations Management	Equipment Maintenance	OP-04	OP-04.1	If using virtual infrastructure, does your cloud solution include hardware independent restore and recovery capabilities?	Yes.
Operations Management			OP-04.2	If using virtual infrastructure, Do you provide (describe/explain/attach/embed associated documents) tenants with a capability to restore a Virtual Machine to a previous state in time?	Tenant data may be restored to particular point in time.
Operations Management			OP-04.3	If using virtual infrastructure, Do you allow (describe/explain/attach/embed associated documents) virtual	No. This is shared environment with multiple tenants.

				machine images to be downloaded and ported to a new cloud provider?	
Operations Management			OP-04.4	If using virtual infrastructure, are machine images made available to the customer in a way that would allow the customer to replicate those images in their own off-site storage location?	No.
Operations Management			OP-04.5	Does your cloud solution include software / provider independent restore and recovery capabilities?	Yes.
Risk Management					
Risk Management	Program	RI-01	RI-01.1	Is your organization insured by a 3rd party for losses?	
Risk Management			RI-01.2	Do your organization's service level agreements provide tenant remuneration for losses they may incur due to outages or losses experienced within your infrastructure?	We do provide downtime credits for unplanned unavailability for Subscription/Hosting per those standard agreements.
Risk Management	Assessments	RI-02	RI-02.1	Are formal risk assessments aligned with the enterprise-wide framework and performed at least annually, or at planned intervals, determining the likelihood and impact of all identified risks, using qualitative and quantitative methods?	Yes. Risk assesmenst are conducted in tandem with internal, external audits.
Risk Management			RI-02.2	Is the likelihood and impact associated with inherent and residual risk determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance)?	Yes, but not using formal methods.

Risk Management	Mitigation / Acceptance	RI-03	RI-03.1	Are risks mitigated to acceptable levels based on company-established criteria in accordance with reasonable resolution time frames?	Yes. In areas where company-wide criteria is not pre-defined, management reviews risks on an as-needed basis.
		RI-03	RI-03.2	Is remediation conducted at acceptable levels based on company-established criteria in accordance with reasonable time frames?	Yes. In areas where company-wide criteria is not pre-defined, management reviews remediation plans and residual risk on an as-needed basis.
Risk Management	Business / Policy Change Impacts	RI-04	RI-04.1	Do risk assessment results include updates to security policies, procedures, standards and controls to ensure they remain relevant and effective?	Risk assessments are evaluation and consequently, a remediation plan is developed and managed to completion. Annual reviews are conducted to maintain relevance with policies and standards.
Risk Management	Third Party Access	RI-05	RI-05.1	Do you provide (describe/explain/attach/embed associated documents) multi-failure disaster recovery capability?	Yes this is included in Accela's Business Continuity Plan (BCP).
			RI-05.2	Do you monitor service continuity with upstream providers in the event of provider failure?	Accela works closely with service providers during and post incident activity.
			RI-05.3	Do you have (describe/explain/attach/embed associated documents) more than one provider for each service you depend on?	Yes for infrastructure, critical components and services.
			RI-05.4	Do you provide (describe/explain/attach/embed associated documents) access to operational redundancy and continuity summaries that include the services on which you depend?	Yes, upon request.
			RI-05.5	Do you provide (describe/explain/attach/embed associated documents) the tenant the ability to declare a disaster?	No, however, the client may be a key stakeholder to validate a declaration of a disaster depending the extent, location and impact of such an event.

			RI-05.6	Do you provide (describe/explain/attach/embed associated documents) a tenant triggered failover option?	No. Failover options are managed by Accela personnel.
			RI-05.7	Do you share your business continuity and redundancy plans with your tenants?	Yes upon request.
Release Management					
Release Management	New Development / Acquisition	RM-01	RM-01.1	Are policies (describe/explain/attach/embed associated documents) and procedures established for management authorization for development or acquisition of new applications, systems, databases, infrastructure, services, operations, and facilities?	Yes. Accela enforces policies and standards that comply with NIST 800-53, Service Acquisition (SA) security controls.
Release Management	Production Changes	RM-02	RM-02.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation which describes your production change management procedures and their roles/rights/responsibilities within it?	Yes, upon request
Release Management	Quality Testing	RM-03	RM-03.1	Do you provide (describe/explain/attach/embed associated documents) your tenants with documentation which describes your quality assurance process?	Yes, upon request.
Release Management	Outsourced Development	RM-04	RM-04.1	Do you have (describe/explain/attach/embed associated documents) controls in place to ensure that standards of	Yes. They are available for review upon request.

				quality are being met for all software development?	Yes. Detailed code walk-throughs are part of our security review process.
Release Management			RM-04.2	Do you have (describe/explain/attach/embed associated documents) controls in place to detect source code security defects for any outsourced software development activities?	
Release Management	Unauthorized Software Installations	RM-05	RM-05.1	Do you have (describe/explain/attach/embed associated documents) controls in place to restrict and monitor the installation of unauthorized software onto your systems?	Yes. This is governed by policy. Additionally, periodic review of software and system configurations (bi-annual and annual, depending on the subject area).
Resiliency					
Resiliency	Management Program	RS-01	RS-01.1	Are Policy, process and procedures defining business continuity and disaster recovery in place to minimize the impact of a realized risk event and properly communicated to tenants?	Yes. Accela has Business Continuity Process (BCP) and Disaster Recovery (DR) plans enforce.
Resiliency	Impact Analysis	RS-02	RS-02.1	Do you provide (describe/explain/attach/embed associated documents) tenants with ongoing visibility and reporting into your operational Service Level Agreement (SLA) performance?	Yes. This is available upon request.
Resiliency			RS-02.2	Do you make standards-based information security metrics (CSA, CAMM, etc.) available to your tenants?	This capability is currently under development.

Resiliency			RS-02.3	Do you provide (describe/explain/attach/embed associated documents) customers with ongoing visibility and reporting into your SLA performance?	Yes. This is available upon request.
Resiliency	Business Continuity Planning	RS-03	RS-03.1	Do you provide (describe/explain/attach/embed associated documents) tenants with geographically resilient hosting options?	Yes. Accela has established a DR plan that includes a geographically, separate DR data center.
Resiliency			RS-03.2	Do you provide (describe/explain/attach/embed associated documents) tenants with infrastructure service failover capability to other providers?	Accela manages all infrastructure failover capabilities, including ones associated with services provided by other providers.
Resiliency	Business Continuity Testing	RS-04	RS-04.1	Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?	Yes. Accela tests a variety of plans on an annual basis, incuding Incident Response and related plans such as BCP and DR.
Resiliency	Environmental Risks	RS-05	RS-05.1	Is physical protection against damage from natural causes and disasters as well as deliberate attacks anticipated, designed and countermeasures applied?	Yes. This is incorporated in Accela's Business Continuity Plan (BCP).
Resiliency	Equipment Location	RS-06	RS-06.1	Are any of your datacenters located in places which have a high probability/occurrence of high-impact environmental risks (floods, tornadoes, earthquakes, hurricanes, etc.)?	No. Accela has taken great care in selecting production and disaster recovery data centers.

Resiliency	Equipment Power Failures	RS-07	RS-07.1	Are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)?	Yes. Comprehensive power redundancy is in place.
Resiliency	Power / Telecommunications	RS-08	RS-08.1	Do you provide (describe/explain/attach/embed associated documents) tenants with documentation showing the transport route of their data between your systems?	Not usually, however, this is an area that may be revisited especially I the context of a related incident. All network traffic is constrained to continental United States.
Resiliency			RS-08.2	Can Tenants define how their data is transported and through which legal jurisdiction?	No. All network traffic is constrained to continental United States.
Security Architecture					
Security Architecture	Customer Access Requirements	SA-01	SA-01.1	Are all identified security, contractual and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets and information systems?	Yes.
Security Architecture	User ID Credentials	SA-02	SA-02.1	Do you support (describe/explain/attach/embed associated documents) use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?	Not at the moment, however, this is actively being pursued and it is on the product roadmap.
Security Architecture			SA-02.2	Do you use open standards to delegate authentication capabilities to your tenants?	Yes.
Security Architecture			SA-02.3	Do you support (describe/explain/attach/embed associated documents) identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?	Not at the moment, however, this is actively being pursued and it is on the product roadmap.
Security Architecture			SA-02.4	Do you have (describe/explain/attach/embed associated documents) a Policy Enforcement Point capability (ex.	Accela uses Active Directory (AD).

				XACML) to enforce regional legal and policy constraints on user access?	Although role-based identity management is in place, it is not done systematically, yet. Not at the moment, however, this is actively being pursued and it is on the product roadmap.
Security Architecture			SA-02.5	Do you have (describe/explain/attach/embed associated documents) an identity management system in place which enables both role-based and context-based entitlement to data (enables classification of data for a tenant)?	Agency administrators can restrict users in the system to groups which have different levels of functionality and access.
Security Architecture			SA-02.6	Do you provide (describe/explain/attach/embed associated documents) tenants with strong (multifactor) authentication options (digital certs, tokens, biometric, etc.) for user access?	Not in the hosted environment.
Security Architecture			SA-02.7	Do you allow (describe/explain/attach/embed associated documents) tenants to use third party identity assurance services?	We don't have any in the hosted environment using this. SSO adapters in an on-premise setting may provide that depending on the use case.
Security Architecture	Data Security / Integrity	SA-03	SA-03.1	Is your Data Security Architecture designed using an industry standard? (ex. CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP CAESARS)	We are working towards a FISMA (NIST 800-53) compliancy audit date 10/16.

Security Architecture	Application Security	SA-04	SA-04.1	Do you utilize industry standards (Build Security in Maturity Model [BSIMM] Benchmarks, Open Group ACS Trusted Technology Provider Framework, NIST, etc.) to build-in security for your Systems/Software Development Lifecycle (SDLC)?	We are working towards a FISMA (NIST800-53) compliancy audit date 10/16.
Security Architecture			SA-04.2	Do you utilize an automated source-code analysis tool to detect code security defects prior to production?	HP WebInspect is used during the development process to detect issues.
Security Architecture			SA-04.3	Do you verify that all of your software suppliers adhere to industry standards for Systems/Software Development Lifecycle (SDLC) security?	
Security Architecture	Data Integrity	SA-05	SA-05.1	Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?	There is basic data input validation. Additionally, administrators can create custom expressions for other types of extended validaation.
Security Architecture	Production / Nonproduction Environments	SA-06	SA-06.1	For your SaaS or PaaS offering, Do you provide (describe/explain/attach/embed associated documents) tenants with separate environments for production and test processes?	Yes, each tenant gets two other environments (support, test) along with production.
Security Architecture			SA-06.2	For your IaaS offering, Do you provide (describe/explain/attach/embed associated documents) tenants with guidance on how to create suitable production and test environments?	Yes, our Customer Support and Services teams can help with these.

Security Architecture	Remote User Multifactor Authentication	SA-07	SA-07.1	Is multi-factor authentication required for all remote user access?	Yes
Security Architecture	Network Security	SA-08	SA-08.1	For your IaaS offering, Do you provide (describe/explain/attach/embed associated documents) customers with guidance on how to create a layered security architecture equivalence using your virtualized solution?	We can provide information on network communication for all endpoints such that the architecture can be built.
Security Architecture	Segmentation	SA-09	SA-09.1	Are system and network environments logically separated to ensure Business and customer security requirements?	Yes
Security Architecture			SA-09.2	Are system and network environments logically separated to ensure compliance with legislative, regulatory, and contractual requirements?	Yes
Security Architecture			SA-09.3	Are system and network environments logically separated to ensure separation of production and non-production environments?	Yes, production and non-production environments use their own independent resources.

Security Architecture			SA-09.4	Are system and network environments logically separated to ensure protection and isolation of sensitive data?	Yes
Security Architecture	Wireless Security	SA-10	SA-10.1	Are policies (describe/explain/attach/embed associated documents), procedures established, and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic?	Yes
Security Architecture			SA-10.2	Are policies (describe/explain/attach/embed associated documents) and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.)	Yes
Security Architecture			SA-10.3	Are policies (describe/explain/attach/embed associated documents) and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue)	Yes

				network devices for a timely disconnect from the network?	
Security Architecture	Shared Networks	SA-11	SA-11.1	Is access to systems with shared network infrastructure restricted to authorized personnel in accordance with security policies, procedures and standards? Networks shared with external entities shall have a documented plan detailing the compensating controls used to separate network traffic between organizations. Provide information about your plan.	Yes
Security Architecture	Clock Synchronization	SA-12	SA-12.1	Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference?	Yes
Security Architecture	Equipment Identification	SA-13	SA-13.1	Is automated equipment identification used as a method of connection authentication to validate connection authentication integrity based on known equipment location?	No, equipment is not identified in an automated fashion.
Security Architecture	Audit Logging / Intrusion Detection	SA-14	SA-14.1	Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis and response to incidents?	Yes
Security Architecture			SA-14.2	Is Physical and logical user access to audit logs restricted to authorized personnel?	Yes
Security Architecture			SA-14.3	Can you provide (describe/explain/attach/embed associated documents) evidence that due diligence mapping of regulations and standards to your	Yes, our System Security Plan, which is used within our NIST 800-53 controls for FISMA, is evidenice of our due dillegence in regards to security controls.

				controls/architecture/processes has been done?	
Security Architecture	Mobile Code	SA-15	SA-15.1	Is mobile code authorized before its installation and use? Is the code configuration checked to ensure that the authorized mobile code operates according to a clearly defined security policy?	Yes
Security Architecture			SA-15.2	Is all unauthorized mobile code prevented from executing?	Yes

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

EXHIBIT H

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date set forth in the body of the Agreement.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's may renew subscription as set forth in the Agreement. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term and Customer agrees to the change in pricing in writing. Any price increase will be effective at the start of the renewal term, subject to Customer's budget appropriations and approvals. No such price increase will exceed three percent (3%) of the prior term's annual pricing.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property, employees, and as set forth in Section 8 of this Agreement.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or

share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. **WARRANTIES AND DISCLAIMERS**

8.1 Specifications. Accela shall be responsible for the acquisition and operation of all network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of Accela. The system shall be available 24/7/365 (with agreed-upon maintenance downtime) and provide service to customer as defined in the SLC set forth in section 8.2 of this Exhibit. Subject to the limitations set forth below, Accela warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Service so that it conforms to foregoing warranty.

8.2 Service Level Commitment. During the Subscription Period, Accela further warrants that the Service will meet the performance level specified in the Service Level Commitment, as made available by Accela in the Attachment A to Exhibit I. The Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Service performance level.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of

the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Service Level Commitment).

8.4 **MUTUAL INDEMNIFICATION**

8.5 Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which Accela is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) Accela providing Customer with prompt written notice of such claim; (b) Accela providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

8.6 Indemnification by Accela. Accela will defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Accela's obligations under this Section 7.2 are contingent upon: (a) Customer providing Accela with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Accela, at Accela's expense, in the defense and settlement of such claim; and (c) Accela having sole authority to defend or settle such claim. THIS SECTION 9.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. Accela will have no liability under this Section 9.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by Accela, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by Accela.

8.7 Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 9.2 arises or (ii) Accela's right to provide the Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

9 **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER DURING THE SUBSCRIPTION PERIOD UNDER WHICH INCIDENT OCCURS.

9.1 Exclusion of Damages. NEITHER ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT ACCELA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

9.2 Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any security breach caused by any such persons, entities, or technologies.

9.3 Any Accela security patches for "Very High" and "High" severity level security risks will be available to customer and patched within thirty (30) days of patch availability. Accela defines a Very High severity level where the offending line or lines of code is a very serious weakness and is an easy target for an attacker. Accela defines High severity level where the offending line or lines of code have significant weakness.

9.4 Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

9.5 Data Breach Notification:
The service provider shall inform the Customer of any unauthorized and unlawful acquisition of unencrypted personal data ("Data Breach").

a. Data Breach Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the Customer should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Data Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed Data Breach that affects the security of any Customer content that is subject to applicable Data Breach notification law, the service provider shall (1) promptly notify the appropriate Customer identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

9.6 Basis of Bargain. THE LIMITATIONS OF LIABLITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 10 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ACCELA AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

11. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or c) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

12. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

13. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

14. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

15. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

16. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

Accela acknowledges that Customer is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Customer acknowledges that Accela may submit information to Customer that Accela considers

confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Accela acknowledges that Customer may submit to Accela information that Customer considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Recipient as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Recipient. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Recipient, the Recipient shall be permitted to comply with the Requestor's demand and is not required to defend against it.

17. **ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN INSURANCE COVERAGE AS SET FORTH IN EXHIBIT C. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY.**

18. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

19. Accela may not assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets without Customer's written consent.

20. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, and 21 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-day period. Section 20 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

EXHIBIT I

ACCELA SECURITY EXHIBIT

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

Data Location:

> The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to provide technical support. The service provider may provide technical user support on a 24/7 basis using a Follow-the-Sun model, unless otherwise prohibited in the SLC listed in this Exhibit H.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power.

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy

- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems

and the Accela applications that operate within these systems

- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, production, support and staging environments.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. Accela's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. Accela will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where we have the ability to stand up the Accela application stack and restore service.

Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

(i) a copy of its data in a database dump file
(ii) an APO property conversion upload
(iii) a Crystal Report placement

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Accela shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer pays any and all unpaid amounts due to Accela.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

The Customer shall have the ability to import or export data in piecemeal at its discretion without interference from the service provider. Accela will provide the customer with a full database export on a quarterly basis at the request of Customer. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide system redundancy.

2. Accela will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

1. Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

2. Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.

3. Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage.

D. Facilities Services

Accela will provide a PCI-DSS compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.

2. Accela will perform the following:

- Provide the operational support processes required for up/down monitoring
- Document and track all detected problems using the site problem management process
- Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.

2. Accela will perform the following:
   - Perform systems operation functions such as power on/off and start/stop/reset device intervention
   - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
   - Maintain responsibility for procuring any expendable supplies (CDs,

tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.

2. Accela will perform the following:

- Install and maintain system-level software, such as operating system and other system-level products software requiring user access
- Monitor system software status and take necessary action to resolve any issues
- Perform operation system software tuning as required to maintain daily operations for Accela-provided services
- Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
- Install patches per vendor instructions for security exposures deemed critical by the vendor
- Participate in the identification of connectivity and associated network problems
- Plan and implement necessary changes for the System
- Document and track all configuration management changes using the site change management process
- Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system.

2. Accela will perform the following:

- Design and implement the backup Plan
- Perform backups
- Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.

2. Accela will perform to following:
   - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
   - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
   - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
   - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti- virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset

parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

> Suspected error conditions will be investigated and corrected by ACCELA personnel at ACCELA'S offices to the extent possible. Onsite corrections shall be at the exclusive judgement of ACCELA at no additional cost to the User. User may, however, request that ACCELA conduct such investigations and travel to the location of the User at the User's request; User will pay ACCELA for reasonable travel and subsistence expenses. If ACCELA, in its reasonable judgment, determines that the suspected error condition was attributable to a

cause other than an error in ACCELA'S Subscribed Service or an enhancement by ACCELA, the User will pay for ACCELA'S efforts on a time and materials basis.

ACCELA may provide the User with unsolicited error corrections or changes to the Subscribed Service, without additional charge, which ACCELA determines are necessary for proper operation of its Subscribed Service, and User shall incorporate these corrections or changes into the Subscribed Service within 180 days of release by ACCELA. ACCELA will provide all documentation changes necessary as a result of changes to the software.

ACCELA will provide User all enhancements released by ACCELA as standard enhancements, and which are generally made available to other users purchasing comparable Subscribed Service during the term of this Agreement.

EXHIBIT I
ATTACHMENT A

ACCELA, INC. SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment ("SLC") is a policy governing the use of Accela software-as-service products (individually or collectively, the "Service") under the terms of the Accela Master Services Agreement (the "Agreement") between Accela, Inc. and its affiliates ("Accela", "us" or "we") and the purchaser of Accela's Subscription Service ("Customer").

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. Accela reserves the right to change the terms of this SLC in accordance with the Agreement.

DEFINITIONS

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

"Service Credit" is a dollar credit, calculated as set forth below, that Accela may credit back to an eligible Customer account.

"Unavailable" means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than five (5) minutes; (iv) Customer is unable to connect and sync mobile applications within the Service to Accela servers; and/or (v) Customer is unable to download or sync data from mobile applications within the Service to Accela servers. The foregoing events must be verifiable or replicable by Accela or its designee. Availability of Accela APIs, as separate from Service access, is expressly excluded from this SLC.

SERVICE COMMITMENT

Accela will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the "Commitment"). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

SCHEDULED & EMERGENCY MAINTENANCE

Accela will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. Accela will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours' notice prior to Services unavailability due to planned maintenance.. Accela's standard maintenance window will generally fall between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday local time.

Accela will endeavor to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

Accela will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

SERVICE CREDITS

System availability is measured by the following formula:

$$x = (n - y) * 100 / n$$

Notes: (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month. (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
> 99.9%	2%
99.5% - < 99.9%	5%
99.0% - < 99.5%	10%
95.0% - < 99.0%	0%
90.0% - < 95.0%	40%
< 90.0% - < 80.0%	45%
< 80%	50%

Accela will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Accela. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Accela to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

SLC EXCLUSIONS

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within Accela's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, Accela may issue a Service Credit with consideration to pertinent factors as assessed by Accela in its sole discretion.

SUPPORT COMMITMENT

This Silver Support SLA Addendum (the "Addendum") is issued under and subject to additional conditions and limitations as set out in the agreement by and between Accela and Customer.

The following Issues, Response Goals and Resolution Goals are applicable to support services for Accela supported products functioning in Customer's production environment (the "Supported Products") and is not applicable to any other Accela software, services or environments. Any references to "business day" are exclusive of the U.S. federal and state holidays observed by Accela:

Priority	Definition	Response Goal	Resolution Goal
Critical Severity Issue (Priority 1)	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).	Confirmation of receipt within one (1) business hour. Update as information arrives or at the interval specified by Customer.	Upon confirmation of receipt, Accela will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated.
High Severity Issue (Priority 2)	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).	Confirmation of receipt within four (4) business hours.	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within fourteen (14) business days after the problem has been diagnosed and/or replicated.
Medium Severity Issue (Priority 3)	Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).	Confirmation of receipt within eight (8) business hours.	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within twenty-one (21) business days after the problem has been diagnosed and/or replicated.
Low Severity Issue (Priority 4)	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).	Confirmation of receipt within twenty-four (24) business hours.	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.

AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Accela, 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 the Performance of Services by and between the City of Santa Clara, California and Accela, Inc.", dated August 29, 2018 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide software subscription services for the City's permit system, and the Parties now wish to amend the Agreement to make certain revisions to the terms as set forth below.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

   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 November 29, 2025.

2. Exhibit B of the Agreement, entitled "Fee Schedule", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Alexander Abbe Digitally signed by Alexander Abbe Date: 2021.12.16 13:50:44 -08'00'

Office of the City Attorney
City of Santa Clara

Dated: 12/16/2021

for DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ACCELA, INC.
a California corporation

Dated: 10/28/2021

By (Signature): Docu Signed by: Aaron Haggarty A04439D926344D6...

Name: Aaron Haggarty

Title: Chief Legal Officer

Principal Place of Business Address: 2633 Camino Ramon, Suite 500, San Ramon, CA 94583

Email Address: ahaggarty@accela.com

Telephone: ( )

Fax: ( )

"CONTRACTOR"

FIRST REVISED EXHIBIT B
FEE SCHEDULE

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Two Million Six Hundred Thirty-Nine Thousand Three Hundred Dollars ($2,639,300)** during the term of the Agreement, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. CIVIC PLATFORM ANNUAL SOFTWARE SUBSCRIPTION SERVICES

Table B1 sets forth the estimated number of software subscriptions required by the City. Notwithstanding the foregoing, the actual quantity that will be purchased by the City will be listed on the Order and shall be evidenced by the City's issuance of a Purchase Order. All order documents, including Contractor's Order Form and the City's Purchase Order, shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto.

For the avoidance of doubt, the Per Unit Price will serve as the baseline for the annual software subscription fees to be charged during any Subscription Term. Notwithstanding anything to the contrary contained herein, at least 60 calendar days prior to the start of the upcoming Subscription Term, the City will provide Contractor with the number of subscriptions required for the upcoming term. Contractor shall adjust the annual invoice for the upcoming Subscription Term based on the number of subscriptions provided by the City and in accordance with the Per Unit Price set forth in Table B1.

Table B1: Civic Platform - Part # SS-37

Product Name	Estimated Quantity	Per Unit Price	Extended Total
Accela Civic Platform Silver - Subscription Term: 11/30/18 - 11/29/19	40	$1,788.00	$71,520.00
Accela Civic Platform Silver - Subscription Term: 11/30/19 - 11/29/20	140	$1,841.64	$257,829.60
Accela Civic Platform Silver - Subscription Term: 11/30/20 - 11/29/21	140	$1,896.89	$265,564.60
Accela Civic Platform Silver - Subscription Term: 11/30/21 - 11/29/22	140	$1,953.80	$273,532.00
Accela Civic Platform Silver - Subscription Term: Prorated 1/1/22 to 11/29/22)	100	//////////	$179,025.00
Accela Civic Platform Silver - Subscription Term: 11/30/22 - 11/29/23	240	$2,012.40	$482,976.00
Accela Civic Platform Silver - Subscription Term: 11/30/23 - 11/29/24	240	$2,072.77	$497,464.80
Accela Civic Platform Silver - Subscription Term: 11/30/24 - 11/29/25	240	$2,134.95	$512,388.00
		Total	**$2,540,300.00**

3. CITIZEN ACCESS ANNUAL FEE

Table B1 sets forth the annual fee for Citizen Access.

Table B2: Citizen Access - Part # AS-37		
Product Name	**Population Size**	**Net Price**
Accela Citizen Access - Subscription Population: 11/30/18 - 11/29/19	125,948	$12,594.80
Accela Citizen Access - Subscription Population: 11/30/19 - 11/29/20	125,948	$13,363.08
Accela Citizen Access - Subscription Population: 11/30/20 - 11/29/21	125,948	$13,753.52
Accela Citizen Access - Subscription Population: 11/30/21 - 11/29/22	125,948	$14,169.15
Accela Citizen Access - Subscription Population: 11/30/22 - 11/29/23	125,948	$14,597.37
Accela Citizen Access - Subscription Population: 11/30/23 - 11/29/24	125,948	$15,035.29
Accela Citizen Access - Subscription Population: 11/30/24 - 11/29/25	125,948	$15,486.35
	Total	**$98,999.56**

24-1141 **Agenda Date: 6/25/2024**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Agreement with Accela, Inc. to Purchase Additional Licenses for Land Management Software and Increase the Maximum Compensation by $235,872.25 for a Maximum Contract Compensation of $2,875,172.25 and Approve the Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND

On August 21, 2018, the City Council authorized staff to execute an agreement with Accela, Inc. (Accela) to purchase a land management software system called Civic Platform. Land management software provides a centralized platform for planning, permitting, licensing, and related activities.

City staff use Civic Platform to support a variety of service areas:

- Building, Planning, and Housing & Community Services Divisions for online permit submittal and payment services, plan review, inspection scheduling, affordable housing tracking, fee collection, and reporting.
- Fire Department for online permit submittal and payment services, plan review, operational permit inspections, and internal reporting tools.
- Land and Property Development Division of Public Works for processing and tracking site clearances, subdivision maps, title documents, and encroachment permits.
- Street Division-Stormwater Division of Public Works for code enforcement, inspections, fee collection, and reports.
- Water and Sewer Utilities Department for plan review and fee collection.
- Silicon Valley Power for plan review, fee collection, and meter release processes.
- Police Department for online submittal of abandoned vehicle abatement reporting by staff and members of the public, and the ability for personnel to make computer-aided dispatch audio requests.

The Accela Civic Platform permitting system went live in August 2021, and the City has experienced numerous benefits from its use. The integrated system allows for citywide collaboration, improving business processes and customer service by streamlining plan review, approval, and information sharing. Technological enhancements, such as a public permitting online portal, mobility through apps, and 24/7 availability from anywhere, have also been implemented.

DISCUSSION

Amendment No. 2 increases the number of named user licenses to address increased usage and

adds new public safety shift-based licenses. The shift-based licenses have a lower cost per license and are intended to account for the unique hours/shifts of the public safety work.

Named User Licenses for Land Development

The agreement with Accela requires the City to purchase a named user license for each user. A named user license provides unlimited access to the licensed software for the individual user. When the City originally purchased the software in 2018, the Community Development Department (CDD) estimated a need for 140 named user licenses for City staff. Following the launch of the Civic Platform in the fall of 2021, the City required additional licenses for the platform since the use of the system had increased beyond what was originally anticipated. This widespread adoption by multiple City departments drove the need for additional named user licenses. In December 2021, the City Council approved Amendment No. 1 to increase the number of licenses from 140 to 240. This citywide expansion improved efficiency in plan reviews and inter-departmental coordination of permit applications. Additionally, the expanded use provided greater transparency in the plan review process, contributing to a higher level of customer service.

Adoption of the Accela Civic Platform continues to increase as departments identify new use cases to automate City services and improve efficiencies. Additionally, the City is filling vacancies, and these positions will need licenses.

The proposed Amendment No. 2 increases the number of named user licenses by 41, bringing the total number of licenses to 281 from the current 240 licenses per Amendment No. 1. As outlined in Table 1, 260 of the licenses would be attributed to specific departments while the remaining 21 would be available as a contingency to address future needs.

Table 1: Named User Licenses

Department	Existing Named User Licenses	Proposed Named User Licenses	Total Named User Licenses	Justification
CDD	89	+21	110	Hiring new staff and consultants involved in the development review process and inspections.
City Manager's Office	1	0	1	N/A
Finance	7	+2	9	New staff support to promote cross-training and coverage.
Fire	34	-10	24	Named users are being transitioned to the shift-based license type. *(Refer to the "Shift-Based Licenses for Public Safety" section for more information.)*
Parks & Recreation	3	0	3	N/A
Police	3	0	3	N/A

Public Works	35	+10	45	Support staff to process, review, and approve encroachment permits which helps streamline services for our customers for proposed construction work in the public right of way.
Silicon Valley Power	31	+10	41	Support new and existing staff to process, review, and approve building permit and encroachment permits related to new customers for electric service and encroachment applications for any conflicts with electric infrastructure.
Water & Sewer	10	+1	11	The new license is needed by the new Water Conservation Specialist to begin reviewing Land Development projects for compliance with the Model Water Efficient Landscape Ordinance (MWELO).
System Administration	13	0	13	N/A
Sub-Total	**226**	**34**	**260**	
Contingency	14	7	21	Contingency ensures flexibility to accommodate unforeseen City needs and growth. The City does not pay for any licenses that are not being utilized.
Not-to-Exceed	**240**	**41**	**281**	

Staff actively manages the assignment of named user licenses citywide. When there are changes to staffing, licenses are re-assigned to new users.

Shift-Based Licenses for Public Safety

The Fire Department's Code Enforcement module, designed for use by the Community Risk Reduction and Field Operations Divisions, is included in the original Accela contract. Accela will modernize the Divisions' inspection operations by replacing fragmented databases with a unified platform already employed by the Community Risk Reduction Division for development-related operations. This transition will significantly enhance the integration and communication with both internal teams and external customers.

To fully implement this integration, the Fire Department is requesting 59 new shift-based licenses for the Field Operations Division and Fire and Police Communications. These licenses are tailored to meet the specific needs of the departments' emergency response personnel, accommodating their varied work schedules and shared computer usage. With these licenses, the Field Operations personnel will be equipped to conduct inspections and manage critical code enforcement notifications across departments. Fire and Police Communication personnel will use the licenses to access essential emergency response information required by emergency responders during time-sensitive operations.

Table 2 Shift-Based Licenses

Department	Existing Shift-Based Licenses	Proposed Additional Shift-Based Licenses	Total Shift-Based Licenses	Justification
Fire	0	+54	54	To conduct fire inspections at businesses in the City.
Police	0	+5	5	For the Dispatch Center to obtain emergency contact information for businesses in the City (e.g., emergency contact information of property owner).
Total	0	59	59	
Not-to-exceed	**0**	**59**	**59**	

Agreement Term
The current agreement will expire on November 30, 2025. Staff expects to bring forth an amendment or new agreement to extend the term at a later point in time. This allows staff more time to negotiate with Accela while enabling business operations to grow.

The approval of Amendment No. 2 will increase staff productivity and enhance customer service for the City's permitting and fire occupancy process. By allowing expanded use of the Accela Civic Platform system, staff can better coordinate City activities, enhance internal and external communication, and provide more transparency into the process.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(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 fee for the additional named user licenses is consistent with the pricing outlined in the agreement at $2,073 per user/per year in the sixth year, with set increases each year over the remaining term of the contract. The shift-based license fee is $1,240 per device/per year in the sixth year of the agreement, with set increases each year over the remaining term of the contract. Through November 2025, the purchase of additional licenses will increase the maximum, not-to-exceed compensation by $235,872.25 for a revised maximum compensation amount of $2,875,172.25 as outlined in Attachment 2 (License Not-To-Exceed Breakdown By Agreement and Year). The FY 2024/25 budget for Accela licenses is $570,889 and is included in the Non-Departmental budget in the General Fund, which is subject to the approval of the FY 2024/25 operating budget. With the proposed increase recommended in Amendment No. 2, an additional $76,045 is required for FY 2024/25. The ongoing costs of the increased licensing will be factored into the budget development process.

The Technology Fee Reserve, which is sourced from a technology fee applied to various development and operational permit applications, funds Accela licenses. The following amendment is recommended to allocate available technology fee funds to cover the cost increase.

Budget Amendment
FY 2024/25

	Current	Increase/ (Decrease)	Revised
General Fund			
Expenditures			
Non-Departmental	$26,733,386	$76,045	$26,809,431
Fund Balance			
Technology Fee Reserve	$2,581,145	($76,045)	$2,505,100

COORDINATION

This report has been coordinated with the Fire Department, Information Technology Department, City Attorney's Office, and the Finance Department.

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the Agreement with Accela, Inc. to purchase additional licenses for Land Management Software and increase the maximum compensation by $235,872.25 for a maximum contract compensation of $2,875,172.25 in a final form approved by the City Attorney; and
2. Approve the FY 2024/25 budget amendment in the General Fund to increase the Non-Departmental appropriation in the amount of $76,045 and decrease the Technology Fee Reserve in the amount of $76,045 **(five affirmative Council votes required for the use of unused balances)**.

Reviewed by:
Reena Brilliot, Acting Director of Community Development
Ruben Torres, Fire Chief
Gaurav Garg, Director of Information Technology / Chief Information Officer

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Amendment No. 2 to Agreement with Accela, Inc. (2024)
2. License Not-To-Exceed Breakdown By Agreement and Year
3. Original Agreement with Accela, Inc. (2018)
4. Amendment No. 1 to Agreement with Accela, Inc. (2021)

Search

Insured Name

Accela, Inc. (S200000696)

Accela, Inc. (S200000696)

Active Records Only

Advance Search

Insured Tasks **Admin Tools**

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Queue a Call
- Contract Screen
- Miner
- Trainers

Add

Edit

Help

Video Tutorials

Insured

Name:	Accela, Inc.
Account Number:	S200000696
Address:	2633 Camino Ramon Ste 120, San Ramon, CA, USA, 94583
Status:	Compliant with Waived Deficiencies.

Insured

Business Unit(s) | DBA Name | Add to Watch List | Insured History | Print Insured Info

Account Information

Account Number:	S200000696		
Risk Type:	Exhibit C2 - Svc Contract>$50,000-Limited Exposure		
Do Not Call:		Address Updated:	

Address Information

Mailing Address		**Physical Address**	
Insured:	Accela, Inc.		
Address 1:	2633 Camino Ramon Ste 120		
Address 2:			
City:	San Ramon		
State:	CA		
Zip:	94583		
Country:	USA		

Contract Information

Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:	Agreement for Services Between City of Santa Clara and Tidemark Computer Systems, Inc	Safety Form II:	No

Contact Information

Contact Name:	Jayne Souza	Misc:	
Phone Number:	2062871713	Alt Phone Number:	
Fax Number:	2062871913		
E-Mail Address:			
Approval Date:			
Rush:	Yes		
Contract on File:	No		
Certificate Received:	No		
Indemnification Agreement:	No		
Tax Id:			

This Account created by 391 on 10/14/2003.

Search

Insured Name

Accela, Inc. (S200000696)

Accela, Inc. (S200000696)

Active Records Only

Advance Search

Insured Tasks **Admin Tools**

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Queue a Call
- Contract Screen
- Miner
- Trainers

Add

Edit

Help

Video Tutorials

Deficiencies

Name:	Accela, Inc.
Account Number:	S200000696
Address:	2633 Camino Ramon Ste 120, San Ramon, CA, USA, 94583
Status:	Compliant with Waived Deficiencies.

The following deficiencies are according to last validation on :07/04/2024

Deficiencies Information

Date	Policy	Coverage	Deficiency	Waived	Waiver Reason	Created By	Authorized By	Effective Date	Expiration Date
09/05/2023		Workers Comp	Workers Comp - Missing Required Waiver of Subrogation Endorsement. * We have not received a copy of the required waiver of subrogation endorsement.	Yes	Business Decision	juliahill		12/10/2015	

Major deficiencies are displayed in red.
Minor deficiencies are displayed in black.
Waived deficiencies are displayed in blue.
Future waived deficiencies are displayed in orange.

Ebix Insurance No. S200000696

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

PREAMBLE

This amendment ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Accela, Inc., a Delaware 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 City previously entered into an agreement with Accela Inc., a California Corporation, entitled "Agreement for the Performance of Services by and between the City of Santa Clara and Accela, Inc.", dated May 29, 2018 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated December 16, 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";

C. Accela Inc., a California Corporation, converted to a Delaware Corporation on August 29, 2023, and Accela Inc., a Delaware Corporation, has the same obligations and rights previously held by Accela Inc., a California Corporation, under the Agreement as Amended; and

D. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide software subscription and related services, and the Parties now wish to amend the Agreement as Amended to increase compensation by $235,872.25 for a revised not-to-exceed maximum compensation amount of $2,875,172.25 for the purchase of additional 41 named user licenses and 59 shift-based licenses.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. First Revised Exhibit B of the Agreement as Amended, entitled "Fee Schedule", is hereby amended to read as shown in Second Revised Exhibit B, attached and incorporated into this Amendment No. 2.

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:

GLEN R. GOOGINS
City Attorney

Dated: 7/9/24

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"

ACCELA, INC.
a Delaware corporation

Dated: 7/3/2024

By (Signature): DocuSigned by: Michael E Gigliello

Name: Michael E Gigliello

Title: Controller

Principal Place of Business Address: 9110 Alcosta Blvd., Ste H #3030 San Ramon, CA 94853

Email Address: DG_Legal@Accela.com

Telephone: ( ) 925-659-3200

Fax: ( )

"CONTRACTOR"

SECOND REVISED EXHIBIT B
FEE SCHEDULE

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Two Million, Eight Hundred Seventy-Five Thousand, One Hundred Seventy-Two Dollars and Twenty-Five Cents ($2,875,172.25)** during the term of the Agreement, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. CIVIC PLATFORM ANNUAL SOFTWARE SUBSCRIPTION SERVICES

Table B1 sets forth the maximum price per subscription, based on the Subscription Term, and the quantity of subscriptions that City has purchased in prior periods.

a. New Subscriptions. The Parties will follow the ensuing process to purchase additional subscriptions. When the City desires to purchase additional subscriptions during a Subscription Term:

i. City will provide Contractor with the quantity, type, price, and activation date of new subscriptions.

ii. The Contractor will prepare and deliver to City an Order Form summarizing the terms of the purchase. Contractor will prorate the subscription Per Unit Price from the activation date through the end of the Subscription Term.

iii. City shall evidence the purchase of new subscriptions by issuance of a Purchase Order which, together with Contractor's Order Form, shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto.

b. Annual Renewal. Notwithstanding anything to the contrary contained herein, at least sixty (60) calendar days prior to the beginning of a new Subscription Term:

i. City will confirm with Contractor the quantity and type of subscriptions that should be renewed for the upcoming Subscription Term.

ii. Contractor shall adjust the annual renewal invoice for the new Subscription Term based on the information provided by the City and in accordance with the Per Unit Price set forth in Table B1.

Table B1: Civic Platform - Part # SS-37

Product Name	Quantity of licenses[1]	Per License Price	Extended Total[1]
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/18 - 11/29/19 (Year 1)	40	$1,788.00	$71,520.00
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/19 - 11/29/20 (Year 2)	140	$1,841.64	$257,829.60
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/20 - 11/29/21 (Year 3)	140	$1,896.89	$265,564.60

Accela Civic Platform Silver – Named User License Subscription Term: 11/30/21 - 11/29/22 (Year 4)	140	$1,953.80	$273,532.00
Accela Civic Platform Silver – Named User License Subscription Term: 1/1/22 to 11/29/22[2] (Year 4)	100	/////	$179,025.00
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/22 - 11/29/23 (Year 5)	240	$2,012.40	$482,976.00
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/23 - 11/29/24 (Year 6)	240	$2,072.77	$497,464.80
Accela Civic Platform Silver – Named User License Subscription Term: June 2024 – November 2024[2] (Year 6)	41	$1,033.55	$42,375.55
Accela Civic Platform Silver – Shift-Based License Subscription Term: June 2024 – November 2024[2] (Year 6)	49	$620.13	$30,386.37
Accela Civic Platform Silver – Named User License Subscription Term: 11/30/24 - 11/29/25 (Year 7)	281	$2,134.95	$599,920.95
Accela Civic Platform Silver – Shift-Based License Subscription Term: 11/30/24 - 11/29/25 (Year 7)	59	$1,280.98	$75,577.82
		7-Year Not to Exceed Total	**$2,776,172.69**

[1]Not to exceed amounts
[2]Prorated

3. CITIZEN ACCESS ANNUAL FEE

Table B2 sets forth the population-based, annual subscription fee for Citizen Access.

Table B2: Citizen Access - Part # AS-37

Product Name	Population Size	Net Price
Accela Citizen Access - Subscription Population: 11/30/18 - 11/29/19	125,948	$12,594.80
Accela Citizen Access - Subscription Population: 11/30/19 - 11/29/20	125,948	$13,363.08
Accela Citizen Access - Subscription Population: 11/30/20 - 11/29/21	125,948	$13,753.52
Accela Citizen Access - Subscription Population: 11/30/21 - 11/29/22	125,948	$14,169.15
Accela Citizen Access - Subscription Population: 11/30/22 - 11/29/23	125,948	$14,597.37
Accela Citizen Access - Subscription Population: 11/30/23 - 11/29/24	125,948	$15,035.29
Accela Citizen Access - Subscription Population: 11/30/24 - 11/29/25	125,948	$15,486.35
	Total	**$98,999.56**

AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Accela, Inc., a Delaware 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 City previously entered into an agreement with Accela Inc., a California Corporation, entitled "Agreement for the Performance of Services By and Between the City of Santa Clara and Accela, Inc.", dated August 29, 2018 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, and Amendment No. 2, dated July 9, 2024, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement";

C. Accela Inc., a California Corporation, converted to a Delaware Corporation on August 29, 2023, and Accela Inc., a Delaware Corporation, has the same obligations and rights previously held by Accela Inc., a California Corporation, under the Agreement; and

D. The Parties entered into the Agreement for the purpose of having Contractor provide software subscription and related services, and the Parties now wish to amend the Agreement to extend the term, update exhibits, and increase compensation by $4,153,608.50 from $2,875,172.25 for a revised not-to-exceed maximum compensation amount of $7,028,780.75 for the continuation of current services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

"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 August 29, 2018 and shall terminate on November 29, 2030. This Agreement may be renewed for additional terms in increments of one (1) to no more than five (5) years upon mutual consent of both parties and through formal written amendment."

2. Section 11 of the Agreement, entitled "Termination of Agreement" is revised and restated as follows:

   Termination for Non-Appropriation of Funds. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement will constitute an obligation of future legislative bodies of the City to appropriate funds for the purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. In the event of a non-appropriation, notwithstanding anything to the contrary, Contractor shall not refund sums previously paid to it by City, and City will pay Contractor for any Services performed in accordance with this Agreement up to the date of termination, according to the rates set forth in Third Revised Exhibit B (Schedule of Fees).

   Termination for Default. Either party may terminate this Agreement if either Party materially breaches any terms and conditions of this Agreement after receiving a written notice describing the circumstances of the material breach, and the Party fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by City, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination."

3. Second Revised Exhibit B of the Agreement, entitled "Fee Schedule", is hereby amended by replacing it in its entirety with the Third Revised Exhibit B, attached and incorporated into this Amendment No. 3.

4. Exhibit H of the Agreement, entitled "Accela Subscription Terms and Conditions", Section 4 is amended to read as follows:

   "While the Agreement Term is from August 29, 2018 to November 29, 2030, the Subscription Term for the individual products for which Customer is subscribed is twelve (12) years ("Subscription Term" or "subscription term") (years 1-7 are listed in the Second Revised Exhibit B, Amendment No. 2 and Years 8-12 are listed in the Third revised Exhibit B, Amendment No. 3). The list of Customer's subscriptions can be found in the Third Revised Exhibit B (Fee Schedule). Subscriptions are paid annually in advance in increments of twelve (12) calendar months (unless otherwise stated on an Order Form). Throughout the duration of this Agreement Term and during any active Subscription Term, Customer may add new subscriptions as set forth in the Third Revised Exhibit B (Fee Schedule).

Notwithstanding anything to the contrary, the Agreement and Subscription Terms are not subject to termination other than for Termination for Default or Termination for Non-Appropriation of Funds, as described in Section 11 (Termination)."

5. 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. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

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"

ACCELA, INC.
a Delaware corporation

Dated: Nov-14-2025

By (Signature): Signed by: Michael E Gigliello

Name: Michael Gigliello

Title: Controller

Principal Place of Business Address: 9110 Alcosta Blvd, Ste H #3030 San Ramon, CA 94853

Email Address: ContractsAdmin@Accela.com

Telephone: 925-659-3200

Fax: ( )

"CONTRACTOR"

THIRD REVISED EXHIBIT B
FEE SCHEDULE

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Seven Million, Twenty-Eight Thousand, Seven Hundred Eighty Dollars and Seventy-Five Cents** during the term of the Agreement, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. CIVIC PLATFORM ANNUAL SOFTWARE SUBSCRIPTION SERVICES

Table B1 sets forth the maximum price per subscription, based on the Subscription Term, and the quantity of subscriptions that City has purchased in prior periods.

a. New Subscriptions. The Parties will follow the ensuing process to purchase additional subscriptions, up to the Maximum Allowable Quantities listed in the table below. When the City desires to purchase additional subscriptions during a Subscription Term:

   i. City will provide Contractor with the quantity, type, price, and activation date of new subscriptions.

   ii. The Contractor will prepare and deliver to City an Order Form summarizing the terms of the purchase. Contractor will prorate the subscription Per Unit Price from the activation date through the end of the Subscription Term.

   iii. City shall evidence the purchase of new subscriptions by issuance of a Purchase Order which, together with Contractor's Order Form, shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto.

b. Annual Renewal. Notwithstanding anything to the contrary contained herein, at least sixty (60) calendar days prior to the beginning of a new Subscription Term:

   i. City will confirm with Contractor the quantity and type of subscriptions that should be renewed for the upcoming Subscription Term. Quantities must be equal to the quantities from the prior Subscription Term and can be increased up to the Maximum Allowable Quantities listed in the table below, however cannot be decreased. Contractor shall adjust the annual renewal invoice for the new Subscription Term based on the information provided by the City and in accordance with the Per Unit Price set forth in Table B1.

Table B1 – Pricing for 5-Year Extension (Years 8-12)*

***Pricing for Years 1-7 listed in the Second Revised Exhibit B (Fess Schedule), Amendment No. 2.**

Term: 11/30/2025 - 11/29/2026			
Product	**Maximum Allowable Quantity**	**Per License Price**	**Extended Total**
Citizen Access Subscription Population (125,948 Population)$_1$	1	$15,950.94	$15,950.94
Accela Civic Platform Subscription Users$_2$	310	$2,199.00	$681,690.00
Accela Fire Enterprise Device-SaaS$_3$	50	$1,319.41	$65,970.50
		Year 8 TOTAL:	$763,611.44
Term: 11/30/2026 - 11/29/2027			
Product	**Maximum Allowable Quantity**	**Per License Price**	**Extended Total**
Citizen Access Subscription Population (125,948 Population)	1	$16,429.47	$16,429.47
Accela Civic Platform Subscription Users	310	$2,264.97	$702,140.70
Accela Fire Enterprise Device-SaaS	50	$1,358.99	$67,949.50
		Year 9 TOTAL:	$786,519.67
Term: 11/30/2027 - 11/29/2028			
Product	**Maximum Allowable Quantity**	**Per License Price**	**Extended Total**
Citizen Access Subscription Population (125,948 Population)	1	$17,250.94	$17,250.94
Accela Civic Platform Subscription Users	310	$2,378.22	$737,248.20
Accela Fire Enterprise Device-SaaS	50	$1,426.94	$71,347.00
		Year 10 TOTAL:	$825,846.14
Term: 11/30/2028 - 11/29/2029			
Product	**Maximum Allowable Quantity**	**Per License Price**	**Extended Total**
Citizen Access Subscription Population (125,948 Population)	1	$18,113.49	$18,113.49
Accela Civic Platform Subscription Users	310	$2,497.13	$774,110.30

Accela Fire Enterprise Device-SaaS	50	$1,498.29	$74,914.50
		Year 11 TOTAL:	$867,138.29
Term: 11/30/2029 - 11/29/2030			
Product	**Maximum Allowable Quantity**	**Per License Price**	**Extended Total**
Citizen Access Subscription Population (125,948 Population)	1	$19,019.16	$19,019.16
Accela Civic Platform Subscription Users	310	$2,621.98	$812,813.80
Accela Fire Enterprise Device-SaaS	50	$1,573.20	$78,660.00
		Year 12 TOTAL:	$910,492.96

[1]A single Citizen Access Subscription license supports a total population of up to 125,948
[2]The Accela Civic Platform Subscription license supports 1 license for every 1 user
[3]The Accela Fire Enterprise Device Subscription supports 1 license for every 3 users

[1] Customer's current subscriptions as of the Subscription Term ending 11/29/2025 include the following quantities: 1 Citizen Access, 265 Accela Civic Platform, and 48 Accela Fire Enterprise Device - SaaS

25-1007 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT
Informational Report on 2025 Q3 Legislative Updates

BACKGROUND
On October 9, 2018, the City Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy. The LAP Policy establishes guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government. The policy also provides guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

The Council is required to annually adopt or update LAPs at the beginning of the calendar year to identify specific legislative priorities outside of the LAP Policy's legislative guiding principles. On February 25, 2025, the City Council adopted eleven (11) LAPs that were updated for 2025 on the following key issues:

- Broadband, Cable Services, and Wireless Telecommunications Facilities
- Community Services
- Emergency Management
- Energy Legislation, Regulations and Issues
- Housing
- Human Resources and Public Sector Employment
- Public Safety
- Regional Issues and Collaboration
- Sustainability and Environmental Protection
- Transportation Issues
- Water Supply and Conservation

The LAP Policy includes the following procedures that streamline the City's legislative review and advocacy process:

- If the City Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the City.

- In order to keep the City Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in the Council Meeting Agendas.
- Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to the City Council and departments.

In coordination with staff, the City's legislative advocacy consultant, Townsend Public Affairs, Inc. (Townsend), tracks legislation and advocates the City's position on various legislation at the state and federal levels of government. This report provides an update on such efforts.

DISCUSSION

A 2025 Q3 Legislative Update prepared by Townsend summarizes key state and federal updates that have occurred recently (Attachment 1). Townsend has also provided a 2025 Q3 Legislative Bill Matrix that outlines key state legislation that staff and Townsend are tracking (Attachment 2). The bills are summarized and grouped by LAP topic or legislative entity.

City action on legislative items for the quarter is documented in the 2025 Q3 Legislative Action Summary (Attachment 3), along with copies of legislative letters, in accordance with the LAP Policy requirement to provide copies of the letters or a summary of actions to 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

The City has an existing agreement with Townsend Public Affairs for state and federal legislative advocacy services. Townsend's services described in this report are included in the consultant's monthly service fee.

COORDINATION

This report has been coordinated with Townsend Public Affairs 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

Note and file the informational report on 2025 Q3 legislative updates.

Reviewed by: Christine Jung, Deputy City Manager

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. 2025 Q3 Legislative Update by Townsend Public Affairs
2. 2025 Q3 Legislative Bill Matrix
3. 2025 Q3 Legislative Action Summary

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TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

M E M O R A N D U M

To: **City of Santa Clara**

From: **Townsend Public Affairs**
Casey Elliott, Vice President & Chief Strategy Officer

Date: October 30, 2025

Subject: **Q3 Legislative Update**

Mid-September marked the conclusion of the first year of the 2025-26 Legislative Session. The Assembly and Senate were originally scheduled to hold floor sessions from September 2nd through 12th, in order to vote on and pass active bills prior to adjournment; however, a flurry of last-minute negotiations changed the timeline. On September 10th, Legislative Leadership and the Governor reached an agreement on Cap-and-Trade reauthorization, prompting both chambers to adopt special rules extending the session by one day. As a result, the Legislature concluded its work for the year on September 13th.

The final days of the session were characterized by spirited debate, particularly over measures affecting local governments, before most of the remaining bills advanced to the Governor's desk. With the extension of the session by one day, the Governor had until October 13th to act on measures approved by the Legislature.

In other notable developments, the Senate approved a formal resolution acknowledging Senator Monique Limón as the next Senate President pro Tempore. Under the provisions of the resolution, Senator Limón will formally assume the position of Senate pro Tem on November 17th.

With adjournment on September 13th, the Legislature entered its interim recess, which runs through the end of the year. Lawmakers are scheduled to reconvene for the 2026 Legislative Session beginning January 5, 2026.

October 2025 Legislative Update: Governor Signs Key Measures into Law

As the 2025 legislative session drew to a close, Governor Gavin Newsom finalized action on hundreds of bills ahead of the October 13 signing deadline, approving major policy packages across housing, labor, energy, public safety, health care, and disaster recovery.

Overall, during the 2025 legislative session, 917 measures reached the Governor's Desk; with 794 measures being signed into law, and 123 measures vetoed, for a veto rate of 13.4%. Of the measures signed into law, 476 were Assembly Bills and 318 were Senate Bills. Of the measures vetoed, 74 were Assembly Bills and 49 were Senate Bills.

Elections, Transparency, and Government Operations

Governor Newsom signed several measures aimed at strengthening public trust and government accountability. AB 16 (Alanis) updates the timelines for processing vote-by-mail ballots to align

with recent election law changes, while AB 343 (Pacheco) expands protections for public officials by broadening the definition of "elected or appointed official" in state law to safeguard personal information from disclosure. AB 769 (Wilson) modernizes governance procedures for regional park and open-space districts, improving flexibility for land management and voter-approved projects. Collectively, these measures reinforce California's commitment to efficient, transparent, and secure public administration.

Disaster Recovery and the California FAIR Plan

Responding to recent wildfire impacts, Governor Newsom enacted a bipartisan 23-bill wildfire recovery package focused on rebuilding communities, improving insurance processes, and strengthening resilience. The new laws provide property tax relief and tenant protections for wildfire survivors, enhance permitting and rebuilding timelines, and impose stricter penalties for looting or impersonating first responders in disaster zones. Funding is directed toward wildfire prevention grants, vegetation management, and new research on fire risk modeling to improve long-term readiness statewide.

In a related move, the Governor signed a bipartisan package of five bills reforming the California FAIR Plan, the state's insurer of last resort. The reforms introduce state-backed financing tools to expedite claims after disasters, expand coverage for manufactured homes, and add legislative appointees to the FAIR Plan governing board to improve oversight and accountability. Together, these actions strengthen California's approach to insurance stability and disaster resilience amid rising climate risks.

Energy, Water, and Climate Resilience

California's climate policy agenda remained a central focus this session, with the Governor signing several landmark measures into law that advance the state's transition to a low-carbon economy. These actions reinforce California's leadership in clean-energy innovation, methane reduction, and community-level climate adaptation, building on the state's commitment to achieve carbon neutrality by 2045.

In energy and water policy, AB 39 (Zbur) strengthens local electrification and energy transition planning, while AB 368 (Ward) directs the California Energy Commission (CEC) to study the cost-effectiveness of passive house standards by climate zone. In a related effort, SB 72 (Caballero) revises the California Water Plan and sets new long-term water supply targets through 2050, establishing an interim goal of developing nine million acre-feet of additional water by 2040.

In climate policy, AB 70 (Aguiar-Curry) defines pyrolysis and allows biomethane derived from organic waste to count toward state procurement goals beginning in 2027. AB 1046 (Bains) exempts food processing establishments that have not historically disposed of organic waste in a landfill from specified organic waste management requirements.

These initiatives advance California's broader climate strategy; reducing waste, accelerating decarbonization, and investing in long-term water security.

Housing and Land Use

Housing remained a top policy priority this session, with Governor Newsom signing an extensive package of bills to accelerate construction, streamline approvals, and strengthen local accountability. Among the most high-profile measures is SB 79 (Wiener), which streamlines the

development of qualifying housing near major transit stops by allowing such projects on sites zoned for residential, mixed-use, or commercial uses, subject to specified local and state standards. The law also authorizes transit agencies to adopt transit-oriented development (TOD) zoning standards for their own properties, advancing California's efforts to promote sustainable, transit-accessible communities and reduce vehicle dependence.

Additionally, the Governor signed two notable measures with contingent operation—AB 670 (Quirk-Silva) and AB 726 (Ávila Farías). Together, the bills expand local housing reporting requirements under California's Planning and Zoning Law to improve the tracking of housing production, rehabilitation, and preservation. Specifically, AB 670 requires cities and counties, beginning with reports due April 1, 2027, to include additional information in their annual housing reports, such as the number of new housing units, demolitions, and replacement housing. While AB 726 allows local agencies to include in those reports deed-restricted affordable housing units that are at least 15 years old and have been substantially rehabilitated with local funding, while clarifying that those rehabilitated units cannot be counted toward eligibility for streamlined housing approvals.

Health Care and Behavioral Health

Governor Newsom signed several bills aimed at expanding coverage, lowering costs, and improving behavioral health outcomes. SB 41 (Wiener) strengthens oversight of pharmacy benefit managers (PBMs) by requiring state licensure, prohibiting spread pricing, and mandating a transparent pass-through payment model to ensure fair reimbursement and greater accountability. AB 224 (Bonta) broadens California's essential health benefits benchmark plan—pending federal approval—to include coverage for hearing aids, specified durable medical equipment, and infertility treatment beginning January 1, 2027.

Addressing behavioral health and homelessness, AB 348 (Krell) makes individuals with serious mental illness—such as those experiencing unsheltered homelessness or transitioning from long-term institutional settings or incarceration—presumptively eligible for full-service partnership programs under the Behavioral Health Services Act. These partnerships provide intensive, coordinated services to support recovery, housing stability, and community reintegration.

Collectively, these measures reinforce the state's commitment to improving access to health care, reducing inequities, and integrating behavioral health within a more coordinated and equitable statewide care system.

Vetoed Measures

Alongside the substantial number of bills signed into law in October, Governor Newsom also vetoed several measures, citing fiscal constraints, administrative feasibility, and policy redundancy as key considerations. The vetoed bills reflect areas where the Administration's priorities diverged from the Legislature's, particularly around energy policy, environmental regulation, and data privacy.

Among the more notable vetoes was AB 44 (Schultz), which would have required the California Energy Commission (CEC) to establish "load modification protocols" for utilities and aggregators to better forecast and reduce energy demand, and SB 454 (McNerney), which proposed the creation of a PFAS Mitigation Fund to support water treatment efforts. The Governor also vetoed SB 274 (Cervantes), which sought to impose new annual auditing and data retention requirements on users of automated license plate recognition (ALPR) technology, and AB 986 (Muratsuchi),

which would have expanded the statutory definition of a state or local emergency to include landslides.

Governor Newsom's veto messages consistently emphasized a desire to avoid duplicative programs, unfunded mandates, or premature statutory changes in areas already under regulatory review. For example, several vetoed measures overlapped with ongoing administrative or budgetary initiatives, leading the Governor to defer action pending further evaluation. Collectively, these decisions underscore the Administration's fiscal caution and preference for targeted, coordinated policy implementation over the creation of new standalone programs.

While the vetoed bills will not move forward this session, many are eligible for reconsideration in January 2026. Lawmakers may revisit their proposals with revised funding structures or narrower scopes, particularly as the state prepares for the second year of the legislative cycle and continued debate over climate, data governance, and infrastructure policy.

Cap and Trade Extends 2025 Legislative Session

Legislators were engaged in an intense, time-sensitive effort during the final week of the legislative session, to extend the state's Cap and Trade program, now named the Cap and Invest program through 2045. The Assembly, Senate, and Governor's Office held near-daily negotiations to reach an agreement before the legislative session's end. State law required bills to be publicly available for 72 hours before a vote, meaning any deal needed to be finalized and printed by September 9 for consideration before the session ended on September 12th. An agreement was ultimately reached on September 10th, prompting the Legislature to adopt special rules extending the session to September 13th. At that stage, the legislative process was highly compressed, with proposals being shaped in real time and input flowing from lawmakers, administration officials, and key stakeholders.

The Cap and Trade program, enacted in 2006, sets a statewide limit on carbon emissions and allows major polluters to buy and sell allowances in a market system. Extending the program would not only reaffirm the state's long-term climate policy but also provide regulatory certainty for investors and markets, which experts say is crucial to keeping allowance prices stable. Without reauthorization, allowance prices are likely to remain at their floor, potentially costing the state billions in lost revenue for the Greenhouse Gas Reduction Fund; funds that finance climate projects and consumer utility bill credits.

The agreement was mostly split into two measures, one in each house. AB 1207 (Irwin) renews the program and makes modest adjustments to how the California Air Resources Board distributes free "allowances" (permits that authorize certain levels of emissions) to different types of regulated entities.

SB 840 (Limón) sets a framework for how the state will allocate revenue from the program beginning in 2026. It dedicates $1 billion per year to High-Speed Rail and $1 billion per year for the Legislature to allocate through the state budget. SB 840 also continues funding for housing, public transit, clean-air initiatives, wildfire prevention, and safe drinking water projects. In addition, it directs the air resources board to review its rules on "offsets", which allow companies to balance their emissions by funding reductions elsewhere, with an updated study due in 2026.

On September 19th, Governor Newsom signed the Cap-and-Invest program reauthorization into law.

Personal Income Tax Withholding Exceeds Expectations

In October, the Legislative Analyst's Office (LAO) released its Income Tax Withholding Tracker report, indicating that California's personal income tax withholding continues to exceed expectations. In September 2025, withholding collections were approximately $925 million above the projections in the state budget—12% higher than estimated and 19% above the same month last year.

From June through September, total withholding rose about 13% over the prior year, generating roughly $3.6 billion in additional revenue. The LAO attributed this growth in part to strong wage gains and increased withholdings from employee bonuses and stock-based compensation, which now make up a larger portion of overall receipts. These patterns suggest ongoing strength in payroll-driven income tax revenues heading into the final quarter of 2025.

Governor Newsom Announces Action to Withhold State Funding from Universities That Accept President Trump's "Compact"

On October 2nd, Governor Gavin Newsom announced that California will withhold state funding from any university in the state that signs on to the Trump Administration's proposed "Compact for Academic Excellence in Higher Education." According to the Governor's Office, the compact would place new conditions on universities in exchange for federal support.

The Governor stated that any agreement by a California institution would trigger the loss of state funding, including access to Cal Grants, California's $2.8 billion student financial aid program. The proposal has reportedly been extended to nine universities nationwide, with the University of Southern California (USC) identified as the only California institution to have received the offer.

The White House has indicated that participation is voluntary, though observers note that its structure could advantage institutions that agree to its terms.

Looking ahead, universities in California may face a potential conflict between federal incentives and state penalties. Decisions about whether to participate could also carry implications for student aid, institutional funding, and long-term planning.

Governor Newsom's announcement highlights broader tensions between federal and state roles in higher education policy, with possible impacts on campus governance, funding streams, and institutional independence.

California's Legal Challenge to Federalization of the National Guard

On September 2nd, Governor Newsom announced that California would seek an injunction to block the Trump Administration from continuing its federalization of the California National Guard through Election Day. The move followed a court ruling earlier that same day that sided with the state in challenging the administration's authority on the matter.

Governor Newsom argued that keeping the Guard under federal control through November would risk undermining state sovereignty and could interfere with emergency response operations. By pursuing an injunction, California aimed to ensure that the Guard remained available for wildfire, disaster, and public safety duties during the critical fall months. The legal action was described by the Governor as both a constitutional matter and a practical safeguard—reflecting the state's

interest in defending the balance of authority between state and federal governments, while also ensuring operational readiness for emergencies.

Later that day, a federal judge reinforced California's position, ruling that the administration's deployment of National Guard troops in Los Angeles exceeded lawful authority. The court issued an injunction to prevent further federal use of the Guard for civilian law-enforcement purposes, but delayed enforcement to allow the federal government time to appeal. The Trump Administration has since filed its appeal with the Ninth Circuit, triggering a pause in the ruling's full effect. In response, the district court has placed further proceedings on hold until the appellate court weighs in.

As a result, California secured an initial legal victory but faces ongoing uncertainty while the case proceeds through appeal. The outcome will determine not only whether the state regains full control of its Guard forces during the election season, but also how far federal authority can extend into matters traditionally reserved to the states.

Lawsuit Filed Over Suspension of SNAP Benefits During Shutdown

On October 28th, Governor Newsom and Attorney General Rob Bonta announced that California joined a coalition of over 20 states in filing a lawsuit against the Trump Administration. The lawsuit alleges that the federal government is unlawfully withholding Supplemental Nutrition Assistance Program (SNAP) benefits during the ongoing federal government shutdown.

The lawsuit contends that the U.S. Department of Agriculture (USDA) is required to distribute November 2025 SNAP benefits using contingency funds previously appropriated by Congress to maintain the program through September 2026. The state argues that withholding these payments violates federal law and undermines access to food assistance for millions of households.

According to state officials, the suspension could affect approximately 5.5 million Californians who rely on SNAP for food security. The multistate legal action seeks to compel the federal government to release the funds and prevent what would be the first-ever suspension of SNAP benefits due to a government shutdown.

To mitigate the potential impact, Governor Newsom previously announced up to $80 million in emergency state funding and mobilized the California National Guard to support food banks and community organizations across the state.

PRIORITY LEGISLATION

Legislative Calendar

Below are the upcoming relevant dates for the Legislature:

January 5th – Legislature reconvenes session
January 10th – Deadline for Governor to release his January Budget proposal
January 16th – Deadline for policy committees to consider two-year bills in their House of Origin
January 23rd – Deadline for fiscal committees to consider two-year bills in their House of Origin
January 31st – Deadline for two-year bills to be passed out of their House of Origin

Priority Bills

AB 544 (Davies) – Electric bicycles: required equipment
Current law requires a bicycle operated during darkness on a highway, sidewalk, or bikeway to be equipped with, among other things, a red reflector or a solid or flashing red light with a built-in reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. Current law defines "bicycle" for these purposes to, among other things, include an electric bicycle. Current law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power and categorizes electric bicycles into 3 classes. This bill would require an electric bicycle during all hours to be equipped with a red reflector or a solid or flashing red light with a built-in reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. Status: This measure was signed into law by the Governor.

AB 650 (Papan) – Housing element: regional housing needs allocation
Current law requires a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing and take no action that is materially inconsistent with its obligation to affirmatively further fair housing. The Planning and Zoning Law requires that a housing element include, among other things, a program that sets forth a schedule of actions during the planning period. Existing law requires the Department of Housing and Community Development to develop a standardized reporting format for programs and actions taken pursuant to the requirement to affirmatively further fair housing. This bill would require the department to develop the above-described standardized reporting format on or before December 31, 2026. Status: This measure was vetoed by the Governor.

AB 888 (Calderon) – California Safe Homes Grant Program
This bill would establish the California Safe Homes grant program to be developed by the Department of Insurance to reduce local and statewide wildfire losses, among other things. The bill would require the department to prioritize specified needs when awarding grant funds, and would require eligible program applicants, which would include individuals, cities, counties, and special districts, to meet specified criteria. The bill would establish the Sustainable Insurance Account within the Insurance Fund and would make the funds available to the department for the program upon appropriation by the Legislature or upon receipt of federal or other grants or funds. The bill would require the department to collect specified information about the performance of the program and, on or before January 1, 2027, and every 2 years thereafter, to publish a performance report that would be posted to its internet website and submitted to the Legislature. Status: This measure was signed into law by the Governor

SB 79 (Wiener) – Planning and zoning: transit-oriented development
This bill would require that a housing development project within a specified distance of a transit-oriented development (TOD) stop, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and floor area ratio in accordance with a development's proximity to specified tiers of TOD stops. The bill would provide that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards shall be deemed consistent, compliant, and in conformity with prescribed requirements. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area

would be presumed in violation of the Housing Accountability Act and immediately liable for penalties, beginning on January 1, 2027. These provisions would not apply to a local agency until July 1, 2026. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements, and would specify that the project is required to comply with certain affordability requirements, under that law. Status: This measure was signed into law by the Governor.

SB 90 (Seyarto) – Grants: improvement to public evacuation routes: mobile rigid water storage
The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, known as Proposition 4, allows for $10 billion in bonds to fund projects related to water safety, drought, wildfire resilience, and climate solutions. Approved in the November 2024 election, it allocates $1.5 billion for wildfire prevention. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks to support firefighting efforts, prepositioned mobile rigid water storage, and improvements to the response and effectiveness of fire engines and helicopters. Status: This measure was held in the Senate Appropriations Committee on the Suspense File. The measure is now a two-year bill and not eligible for additional consideration until January 2026.

SB 456 (Ashby) – Contractors: exemptions: muralists
Current law makes it a misdemeanor for a person to engage in the business, or act in the capacity, of a contractor without a license, unless exempted. Current law exempts from the Contractors State License Law, among other things, a nonprofit corporation providing assistance to an owner, as specified. This bill would exempt from that law an artist who draws, paints, applies, executes, restores, or conserves a mural pursuant to an agreement with a person who could legally authorize the work. Status: This measure was signed into law by the Governor.

SB 496 (Hurtado) – Advanced Clean Fleet Regulation: appeals advisory committee
This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified governmental and nongovernmental entities. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website. Status: This measure was held in the Senate Appropriations Committee on the Suspense File. The measure is now a two-year bill and not eligible for additional consideration until January 2026.

SB 569 (Blakespear) – Department of Transportation: homeless encampments
This bill would require the Department of Transportation to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual

report to the Legislature summarizing specified information and recommendations regarding homeless encampments. Status: This measure was not considered by the Assembly Transportation Committee prior to the Second House Policy Committee deadline. As such, the measure is now a two-year bill and not eligible for additional consideration until January.

SB 634 (Perez) – Homelessness: civil and criminal penalties
This bill would prohibit a local jurisdiction from adopting a local ordinance, or enforcing an existing ordinance, that prohibits a person or organization from providing support services to a person who is homeless or assisting a person who is homeless with any act related to basic survival. The bill would define various terms for these purposes. Status: This measure was signed into law by the Governor.

SB 701 (Wahab) – Signal jammers
Current law makes it an infraction to possess or equip a vehicle with a device that is capable of interfering with a device used by a law enforcement agency to measure the speed of moving objects and makes it a misdemeanor to possess four or more of those devices. The bill would make it a crime to willfully or maliciously use a signal jammer to block state or local public safety communications, if the person knows or should know that using the signal jammer is likely to result in death or great bodily injury and great bodily injury or death is sustained by any person as a result of that use, punishable as either a misdemeanor or a felony. The bill would require forfeiture of the signal jamming device upon conviction for these crimes. Status: This measure was signed into law by the Governor.

SB 707 (Durazo) – Open meetings: meeting and teleconference requirements
This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings. Status: This measure was signed into law by the Governor.

FEDERAL LEGISLATIVE UPDATES

A Government Shutdown Began October 1st, Congress Remains Divided on an Offramp, Agencies Begin Closure and Post Guidance

A lapse in appropriations, more commonly referred to as a government shutdown, began at the end of Fiscal Year (FY25) on October 1st. In a last ditch effort to avoid the shutdown, two votes in the Senate on temporary continuing resolutions (CRs), to keep the government open at previous funding levels to allow more time for negotiations, bills failed on September 30th.

On September 19th, the House passed a clean CR, HR 5371, to maintain current funding levels for seven weeks, allowing more time to pass the 12 annual appropriations bills. Meanwhile, the House and Senate Minority Leaders released a draft CR outlining their negotiating position. Advancing either CR in the Senate would require support from all Republican members, as well as seven Democratic Senators, which was not secured. The Senate Minority has withheld support, citing a lack of meaningful engagement from the Majority.

Three Democrat Senators voted in favor of the Republican proposal, and Senate Majority Leader John Thune has committed to holding a vote on the clean CR every voting day until the 60-vote

threshold to advance their CR is met. House Democrats reiterated their strong opposition to a clean CR and pushed their version in the leadup to the shutdown.

Prior to the shutdown, the White House and the Office of Management and Budget (OMB) sent a memo to federal agencies requesting they use the furlough of non-essential employees, typical of a shutdown, to instead conduct additional mass layoffs (reductions in force). Federal agencies have begun to publish their contingency plans, outlining their initial responses to a shutdown and the potential impacts on services recipients of federal grants, federal contractors, and the public will face due to the shutdown. The White House also posted additional guidance for current grantees and contractors.

The Department of Housing and Urban Development's (HUD) plan outlines continued operations of Ginnie Mae and the Federal Housing Administration and continued entitlement/formula funding disbursement, though monthly subsidy programs, including those for public housing, housing choice vouchers and multifamily assistance contracts, will operate only as long as funds remain available. The Department of Education will continue to operate Federal Student Aid (FSA) programs and collect student loan payments, though of the Agency's roughly 2500 staff, only around 500 are expected to be deemed essential. The majority of the Department of Veteran's Affairs (VA) will continue to operate, though research positions and some administrative functions are expected to close. The Social Security Administration will furlough approximately 12% of its workforce, and discontinue benefit verifications, FOIA requests, Medicare card replacement, and trainings. The Department of Agriculture will significantly reduce staffing, though food safety inspections will likely continue and food assistance benefits (SNAP/CalFresh, WIC, TANF) will continue until all remaining FY25 funding is expended.

Notably, the Environmental Protection Agency's (EPA) contingency plan outlined a 90% reduction in staffing, leaving only some types of legal enforcement, experiments, and staff to protect their various facilities working through the shutdown. Civil enforcement inspections, approval of state expenditures, permitting, and grant issuance are expected to stop. The Department of Transportation's (DOT) shutdown plan would keep air traffic controllers on the job though temporarily unpaid. Additionally, certain surface transportation programs will continue to operate alongside support functions necessary to provide timely payments to contractors and grantees.

The Administration has encouraged agencies to revise their contingency plans as needed the longer a government shutdown goes on, further reinforcing the idea of using a shutdown to conduct large reductions in force.

November 1st Impacts of the Shutdown Have the Potential to Push Negotiations Forward

As the shutdown of the federal government continues, pressure is increasing on Senate Democrats to vote for HR 5371, the Republican introduced, House-passed 'clean' CR funding the government at FY25 levels through November 21st. Though Democrats also see the beginning of November as a pressure point for Republicans as health insurance premium increase notices will begin to be issued. Meanwhile, Republicans argue that the broader consequences of a shutdown, including missed paychecks for federal workers, reduced funding for social programs, and efforts to make furloughs permanent, are creating negotiating space in their favor.

Seven Democratic Senators are needed to pass the CR, which has been brought for a vote over 12 times in the Senate. Democrats maintain that their alternative, which would extend the Affordable Care Act health insurance premium subsidies and prevent future rescissions packages

is a reasonable alternative, and Republican commitments to negotiate once the government is open have not previously come to fruition.

An increasing number of 'bullet' bills have been introduced in Congress, funding individual programs or paying certain types of federal workers during the shutdown. The Administration has also initiated efforts to pay troops using donated funding and use tariff revenue to temporarily fund WIC. If any of the bills were to pass, they would lower the pressure on Congress to reopen the government, potentially prolonging the shutdown. House Speaker Mike Johnson has rejected efforts to fund certain social spending programs during the shutdown, arguing the CR under consideration in the Senate would fund them by reopening the government.

Agencies have begun the process of updating their contingency plans, detailing their operations under a shutdown, taking down their initial plans and are anticipated to post updated versions at the start of November.

Even if the current 'clean' CR were to pass, the November 21st end date would almost certainly necessitate another CR, as it generally takes six weeks for appropriators and staff to compile finished bills after a framework is agreed to by leadership. Republican leadership has proposed introducing a longer-term CR, until mid-January, though that would necessitate House Speaker Mike Johnson bringing the chamber back into session, the Speaker has kept the House out of session since mid-September.

Congress to Reorganize Fall Priorities Post Shutdown

To increase pressure on the Senate to act on the House-passed 'clean' CR and to avoid additional procedural votes, Speaker Mike Johnson has kept the House out of session since September 19th.

This has caused significant delays in what was anticipated to be a busy fall working on a variety of issues that saw progress during the August recess. Among those include the upcoming 2026 Surface Transportation Reauthorization Act, a partial Farm Bill to authorize programs not included in HR 1, the One Big Beautiful Bill Act (OBBBA), permitting reform legislation, a second set of cryptocurrency or stablecoin bills, and artificial intelligence regulations. The National Defense Authorization Act (NDAA) progressed in the Senate through the shutdown and is now in conference between the two chambers.

Given the shortened time frame before the end of the year, and the general cycle of Congress, leadership is working to prioritize legislation to consider in the fall before the second session of the 119th Congress begins in January. It is likely the Farm Bill provisions not included in the OBBBA and the NDAA will take priority. On October 29th, Congressional Majority Leadership acknowledged the low probability of passing a second budget reconciliation package, the same legislative mechanism as the OBBBA, enacting large portions of the Administration's agenda in one piece of legislation.

Administration Attempts to Use Shutdown to Layoff Federal Employees

In early October, the Administration began executing reductions in force (RIFs) of federal employees in an attempt to create additional pressure on Senate Democrats to pass HR 5371, the House-passed clean CR that would temporarily maintain FY25 funding levels and end the government shutdown.

In a court filing by the Department of Justice (DOJ), in advance of an October 16th hearing, DOJ disclosed planned layoffs at federal agencies, including approximately 466 employees from the Department of Education, 1,100-1,200 from the Department of Health and Human Services, and 422 from the Department of Housing and Urban Development. Multiple federal employee unions are challenging the legality of RIFs during a shutdown.

The Administration previously encouraged agencies to use the furlough of federal employees to conduct mass layoffs, and announced a review of two infrastructure megaprojects in New York. The announcement calls for the review of compliance with a prior interim rule on diversity, equity, and inclusion, temporarily freezing funding for the projects, and terminated funding for clean energy projects, including $1.2 billion for California's Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES).

These actions are broadly viewed as executing the plans announced in March that caused Senate Democrats to acquiesce and allow a full-year CR to pass.

House Republicans Draft Letter of Support for HUD Continuum of Care Program

At the end of October, New York House Republican Reps. Andrew Garbarino and Nick LaLota circulated a draft letter urging the Department of Housing and Urban Development (HUD) to extend grant programs under the Continuum of Care (CoC) program for one year. A previous report indicated HUD intended to significantly limit the use of the funding for permanent supportive housing in accordance with Executive Order 14321, Ending Crime and Disorder on America's Streets, signed by President Donald Trump in July.

The proposal sought to reallocate over half of the CoC funding for permanent supportive housing to transitional assistance, potentially stripping benefits from over 150 thousand recipients. The program has not published an updated Notice of Funding Opportunity (NOFO), which was anticipated in early October but delayed due to the ongoing government shutdown.

The letter highlighted that potential changes to the program that were slated to be introduced in the final NOFO for FY25 could destabilize individuals with severe disabilities, mental illness, and chronic health conditions who rely on the CoC funding for housing. The letter further argued that a one-year extension of the current grant agreements would prevent a lapse in services due to any policy changes and allow more time for HUD to transition recipients towards greater levels of self-sufficiency.

Senate Advances Wildfire and Air Safety Legislation

Continuing to work through the government shutdown, the Senate advanced legislation addressing aviation safety concerns surrounding the January crash in Washington, DC and wildfire legislation partially authored by California Senator Alex Padilla.

S 2503, The Rotorcraft Operations Transparency and Oversight Reform (ROTOR) Act strengthens military flight regulations and disallows the military from declining to use or install civilian compatible transmitters on military aircraft. It also requires the Federal Aviation Administration (FAA) to review and evaluate helicopter routes near major airports and take additional deconfliction measures.

S 1462, the Senate version of the Fix Our Forests Act with House companion HR 471, which passed the House in January, would initiate a series of regulatory and programmatic changes

designed to support wildfire prevention in western states. The Senate version would create new programs and designate cross-jurisdictional "firesheds" to promote collaboration. It would also create a single interagency program for edge communities to build and retrofit infrastructure to be wildfire resistant and expand federal programs supporting forest health.

Given the bipartisan and bicameral nature of the bills, they are prime candidates to receive floor votes in the Senate before the end of the year.

Court Finds FEMA Did Not Comply with Order to Stop Immigration Funding Conditions

On October 14th, a federal judge ruled the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) did not comply with an order to remove immigration enforcement-related funding conditions from FEMA grant awards to state and local jurisdictions.

The Administration has been seeking to enforce local compliance with their interpretation of 8 USC §1373, following Executive Order (EO) 14159, Protecting the American People Against Invasion, which directed all federal agencies to withhold funding for "sanctuary jurisdictions" to the maximum extent. The Administration has interpreted the statute to require affirmative cooperation with their immigration enforcement efforts, which many states have challenged with legal action, as the funding conditions began to appear in grant agreements across federal agencies.

According to the ruling, the conditions placed on recipients are unlawful and state recipients are eligible to accept the awards without regard to the contested conditions. FEMA is also required to amend all award documents to remove "Compliance with Federal Immigration Law" articles and reissue amended award documents within seven days of the ruling. FEMA is also facing another court challenge related to the reallocation of Building Resilient Infrastructure and Communities (BRIC) grants, which were summarily terminated for reallocation to other Administration priorities. The Judge in that case found that FEMA lacked the authority to redirect Congressionally appropriated funding elsewhere.

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2025 Q3 Legislative Bill Matrix

Broadband, Cable Service and Wireless Telecommunications Facilities
LAP

AB 353 **Boerner, D** HTML PDF

Communications: broadband internet service providers: affordable home internet service.

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Bill information

Status:	07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E. U., & C. on 6/18/2025)(May be acted upon Jan 2026)
Summary:	The California Internet Consumer Protection and Net Neutrality Act of 2018 prohibits fixed and mobile internet service providers, as defined, that provide broadband internet access service, as defined, from engaging in specified actions concerning the treatment of internet traffic, including engaging in paid prioritization. This bill would require every California internet service provider, except as specified, to offer for purchase to eligible households, as defined, within their California service territory affordable home internet service, as defined. The bill would also require every California internet service provider to make commercially reasonable efforts to promote and advertise the availability of affordable home internet service for eligible households, as provided. (Based on 07/03/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	07/03/2025 - Amended
Introduced:	01/30/2025 (Spot bill)	**Last Amend:**	07/03/2025

AB 470 **McKinnor, D** HTML PDF

Telephone corporations: carriers of last resort.

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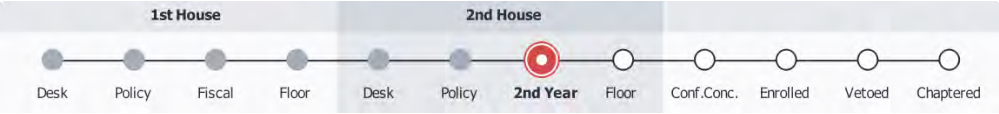

Bill information

Status:	08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)
Summary:	Current law vests the Public Utilities Commission with regulatory authority over public utilities, including telephone corporations. Current law authorizes the commission to fix just and reasonable rates and charges for public utilities. Current law requires the commission, on or before February 1, 1995, to issue an order initiating an investigation and open proceeding to examine the current and future definitions of universal service in telecommunications. Pursuant to that provision, the commission issued a decision involving carriers of last resort, including the withdrawal process for carriers of last resort, defined as a carrier who provides local exchange service and stands ready to provide basic service to any customer requesting basic service within a specified area. This bill would require the commission, in consultation with the Office of Emergency Services, to adopt a process through which a telephone corporation acting as a carrier of last resort is authorized to seek relief from their carrier of last resort obligations in a census block where the United States Census Bureau reports no population and where the telephone corporation provides no basic exchange service to any customer address located within the area, and in a census block that is well-served, as defined. The bill would require the commission, on or before December 15, 2026, to adopt a map designating well-served areas. The bill would require that the process include specified notice and challenge requirements. The bill would require a telephone corporation to meet certain requirements during specified time periods following the date that amended status is granted by the commission, as provided. (Based on 07/17/2025 text)

Location:	08/18/2025 - Senate 2 YEAR	**Current Text:**	07/17/2025 - Amended
Introduced:	02/06/2025 (Spot bill)	**Last Amend:**	07/17/2025

AB 1399 **Hoover, R** HTML PDF

Department of Transportation: encroachment permits: broadband facilities.

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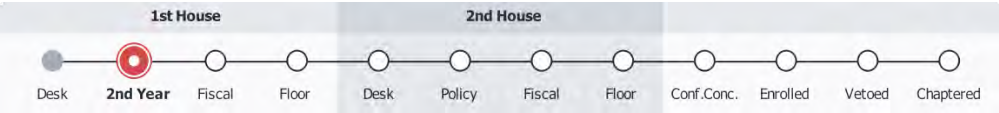

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/24/2025)(May be acted upon Jan 2026)
Summary:	Current law authorizes the Department of Transportation to issue a written permit to place an encroachment on the state highway. Current law requires the department to perform certain actions if the encroachment permit application is for a broadband facility. This bill would require the department to perform additional actions for an encroachment permit application for a broadband facility, including, but not limited to, requiring the application and review process for the application to be uniform throughout the state, and would require a broadband facility encroachment permit application that is deemed complete to be deemed approved. (Based on 04/09/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Current Text:**	04/09/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/09/2025

Community Services LAP

AB 654 **Caloza, D** HTML PDF

Homelessness resource telephone system.

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Bill information

Status:	08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)		
Summary:	Would require the County of Los Angeles to establish a homelessness resource telephone system to receive telephone calls regarding individuals who are experiencing, or at risk of experiencing, homelessness in order to provide those individuals with resources. By imposing new duties on the County of Los Angeles, the bill would impose a state-mandated local program. (Based on 04/21/2025 text)		
Location:	08/29/2025 - Senate 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	02/13/2025	**Last Amend:**	04/21/2025

AB 1185 **Hart, D** **HTML** **PDF**

California Library Services, Equity in Opportunity Act.

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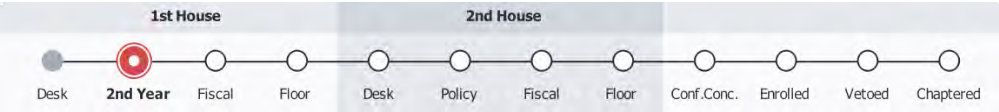

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was ED. on 3/13/2025)(May be acted upon Jan 2026)		
Summary:	Would rename the California Library Services Act as the California Library Services, Equity in Opportunity Act, and would revise and recast the act to, among other things, state the intent of the Legislature to create access to opportunity for all Californians at public libraries, as provided. The bill would rename the California Library Services Board as the California Library Services, Equity in Opportunity Board and would reduce the size of the board to 11 members, appointed as provided. The bill would prescribe the duties of the state board to instead be to, among other things, advise the State Librarian on the adoption of rules, regulations, and general policies for the implementation of the act, as provided. The bill would require the State Librarian to ensure staff support for the state board. (Based on 02/21/2025 text)		
Location:	05/01/2025 - Assembly 2 YEAR	**Current Text:**	02/21/2025 - Introduced
Introduced:	02/21/2025		

Emergency Management LAP

AB 262 **Caloza, D** **HTML** **PDF**

California Individual Assistance Act.

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Bill information

Status: 06/11/2025 - Referred to Com. on G.O.

Summary: The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would enact the California Individual Assistance Act to establish a grant program to provide financial assistance, upon appropriation by the Legislature, to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. The bill would require the director to allocate from the fund, subject to specified conditions, funds to meet the cost of expenses for those purposes. (Based on 05/23/2025 text)

Location: 06/11/2025 - Senate Governmental Organization

Current Text: 05/23/2025 - Amended

Last Amend: 05/23/2025

Introduced: 01/16/2025

AB 370 **Carrillo, D** HTML PDF

California Public Records Act: cyberattacks.

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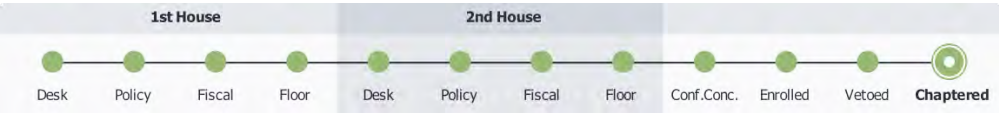

Bill information

Status: 07/14/2025 - Chaptered by Secretary of State - Chapter 34, Statutes of 2025

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, except as specified. Current law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Current law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, and defines “unusual circumstances” to include, among other things, the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the agency’s ability to timely respond to requests due to staffing shortages or closure of facilities, as provided. This bill would also expand the definition of unusual circumstances to include the inability of the agency, because of a cyberattack, to access its electronic servers or systems in order to search for and obtain a record that the agency believes is responsive to a request and is maintained on the servers or systems in an electronic format. (Based on 07/14/2025 text)

Location: 07/14/2025 - Assembly CHAPTERED

Current Text: 07/14/2025 - Chaptered

Last Amend: 03/12/2025

Introduced: 02/03/2025

AB 591 **Caloza, D** HTML PDF

Emergency services: mutual aid: public works.

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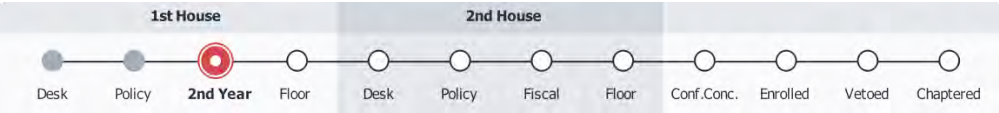

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/21/2025)(May be acted upon Jan 2026)

Summary: The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services. The office serves as the State Disaster Council for the purposes of the California Disaster and Civil Defense Master Mutual Aid Agreement. Current law states it is the purpose of the Legislature to facilitate the rendering of aid to areas stricken by an emergency and to make unnecessary the execution of written agreements customarily entered into by public agencies exercising joint powers, and that emergency plans duly adopted and approved as provided by the Governor shall be effective as satisfying the requirement for mutual aid operational plans provided in the Master Mutual Aid Agreement. Current law requires outside aid be rendered in accordance with approved emergency plans during any state of war emergency or state of emergency when the need arises in any county, city and county, or city. This bill would additionally state that it is the purpose of the Legislature to facilitate the rendering of public works resources critical for disaster response and recovery to areas stricken by an emergency. The bill would require that outside aid rendered during any state of war emergency or state of emergency includes public works personnel, equipment, and materials. (Based on 02/12/2025 text)

Location: 05/23/2025 - Assembly 2 YEAR

Current Text: 02/12/2025 - Introduced

Introduced: 02/12/2025

AB 624 **Dixon, R** HTML PDF

Office of Emergency Services: federal grant funding; Community Relief Act.

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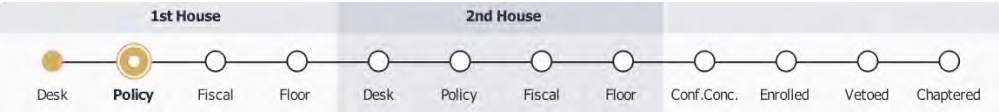

Bill information

Status: 04/28/2025 - In committee: Set, second hearing. Hearing canceled at the request of author.

Summary: The California Emergency Services Act establishes the Office of Emergency Services (OES) within the office of the Governor and sets forth its powers and duties relating to addressing natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would require the OES, to the extent permitted by federal law, to provide to local operational areas and urban areas the maximum local share of federal grant funding administered by the office from the Emergency Management Performance Grant Program. The bill would also require the OES, to the extent permitted by federal law, to provide specified legislative committees with copies of agreements entered into with local governments to spend the state share of federal grant funding

administered by the office from specified federal grant programs, including the State Homeland Security Grant Program. (Based on 02/13/2025 text)

Location:	03/03/2025 - Assembly Emergency Management	**Current Text:**	02/13/2025 - Introduced
Introduced:	02/13/2025		

AB 818 **Ávila Farías, D** HTML PDF

Permit Streamlining Act: local emergencies.

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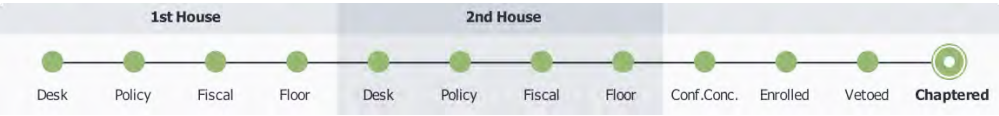

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 534, Statutes of 2025.

Summary: The Permit Streamlining Act requires a public agency to determine whether an application for a development project is complete within specified time periods, as specified. The act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law, the California Emergency Services Act, among other things, authorizes the governing body of a city, county, or city and county to proclaim a local emergency under certain circumstances, as specified, and grants political subdivisions various powers and authorities in periods of local emergency. This bill would require a city, county, or city and county to approve or deny a complete application, within 10 business days of receipt of the application, for a building permit or an equivalent permit for any of the specified structures intended to be used by a person until the rebuilding or repair of an affected property is complete. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
		Last Amend:	09/04/2025
Introduced:	02/19/2025		

AB 911 **Carrillo, D** HTML PDF

Emergency telecommunications medium- and heavy-duty zero-emission vehicles.

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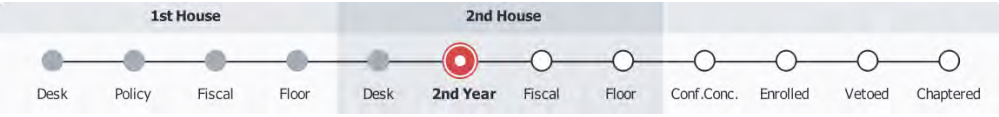

Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/11/2025)(May be acted upon Jan 2026)

Summary: The State Air Resources Board has adopted the Advanced Clean Fleets Regulations, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles, as provided. This bill would exempt emergency telecommunications vehicles owned or purchased by emergency telecommunications service providers that are used to participate in the federal Emergency Alert System, to provide access

to 911 emergency services, or to provide wireless connectivity during service outages from specified requirements in the above-described regulations. (Based on 02/19/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	02/19/2025 - Introduced
Introduced:	02/19/2025		

SB 616 **Rubio, D** **HTML** **PDF**

Community Hardening Commission: wildfire mitigation program.

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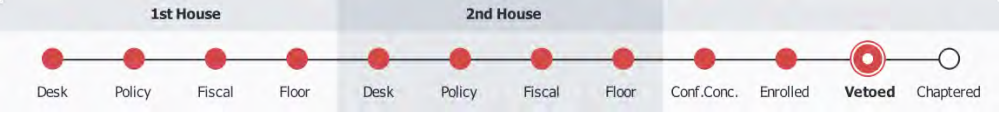

Bill information

Status:	10/13/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.
Summary:	Existing law requires the Office of Emergency Services to enter into a joint powers agreement, as specified, with the Department of Forestry and Fire Protection to develop and administer a comprehensive wildfire mitigation program, known as the California wildfire mitigation financial assistance program, that, among other things, encourages cost-effective structure hardening and retrofitting that creates fire-resistant homes, businesses, and public buildings. This bill would require the joint powers authority to consider revising the wildfire mitigation program in accordance with prescribed community hardening standards and guidelines developed pursuant to the bill's provisions, as specified below. This bill contains other related provisions and other existing laws. (Based on 09/18/2025 text)

Location:	10/13/2025 - Senate VETOED	**Current Text:**	10/13/2025 - Vetoed
Introduced:	02/20/2025	**Last Amend:**	09/05/2025

Energy Legislation, Regulations and Issues LAP

AB 222 **Bauer-Kahan, D** **HTML** **PDF**

Data centers: power usage effectiveness: cost shifts.

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Bill information

Status:	08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)
Summary:	Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to biennially adopt an integrated energy policy report, as specified, and to make the reports accessible to state, local, and federal entities and to the general public. This bill would require the Energy Commission to establish a process for the owner of a data center, as defined, to submit the power usage effectiveness ratio, as defined, for the data center to the Energy Commission on a biannual basis, and require the owner of a data center to submit this information for the data center in the manner and timeframe specified by the Energy Commission. (Based on 07/07/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Current Text:**	07/07/2025 - Amended

Introduced:	01/08/2025	**Last Amend:**	07/07/2025

AB 615 **Davies, R** **HTML** **PDF**

Power facilities: emergency response and action plans.

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Bill information

Status: 10/06/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law requires an application to be filed with the State Energy Resources Conservation and Development Commission for certification of a site and related facility that includes an electrical transmission line or thermal powerplant, or both. Current law requires the application to contain, among other information, a description of any electrical transmission lines, a map of the proposed route and existing transmission lines, justification for the proposed route, and a preliminary description of the effect of the proposed electrical transmission lines on the environment, ecology, and scenic, historic, and recreational values, as specified. This bill would remove the requirement that the application include the information described above, and would require that the application also contain an emergency response and action plan, to be paid for by the applicant, that incorporates impacts to the surrounding areas in the event of an emergency and that would be conducted and coordinated with local emergency management agencies, unified program agencies, and local first response agencies. (Based on 09/08/2025 text)

Location:	10/06/2025 - Assembly VETOED	**Current Text:**	10/06/2025 - Vetoed
Introduced:	02/13/2025	**Last Amend:**	07/14/2025

AB 1404 **Ortega, D** **HTML** **PDF**

Electrical corporations: connections: affordable housing projects.

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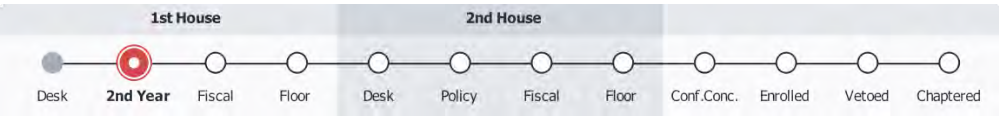

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 3/13/2025)(May be acted upon Jan 2026)

Summary: Current law requires the Public Utilities Commission to enforce the rules governing the extension of service by a gas or electrical corporation to new residential, commercial, agricultural, and industrial customers. This bill would require an electrical corporation to connect an affordable housing project, as defined, to the electrical distribution grid within 60 days, except as specified. The bill would require the commission to streamline any necessary review on an affordable housing project that is ready to connect but sitting vacant and that has not been connected by an electrical corporation within the required 60 days. The bill would delay the effective date of a rate increase approved by the commission for the greater of either the amount of time the electrical corporation took, beyond 90 days from receipt of the project building plans, to provide a final contract, or the amount of time the electrical corporation took, beyond the 60 days allowed, to connect the most recently completed affordable housing

project within the electrical corporation's service area. The bill would repeal these provisions on January 1, 2029. (Based on 04/21/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/21/2025

AB 1408 **Irwin, D** **HTML** **PDF**

Electricity: interconnections.

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Bill information

Status: 10/03/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Existing law establishes the Independent System Operator (ISO) as a nonprofit, public benefit corporation and requires the ISO, among other duties, to ensure the efficient use and reliable operation of the transmission grid consistent with the achievement of planning and operating reserve criteria, as provided. This bill would require the ISO to integrate surplus interconnection service considerations into its long-term transmission planning and enhance transparency around surplus interconnection service opportunities, as specified. (Based on 09/08/2025 text)

Location:	10/03/2025 - Assembly VETOED	**Current Text:**	10/03/2025 - Vetoed
Introduced:	02/21/2025	**Last Amend:**	08/29/2025

SB 559 **Stern, D** **HTML** **PDF**

Electricity: deenergization events: communications.

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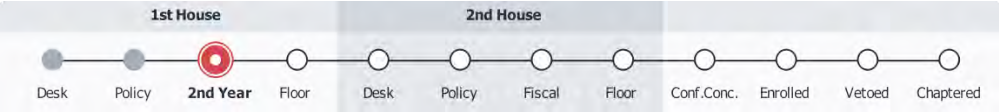

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Summary: Current law requires each electrical corporation to annually prepare a wildfire mitigation plan and to submit the plan to the Office of Energy Infrastructure Safety for review and approval, as specified. Current law requires a wildfire mitigation plan of an electrical corporation to include, among other things, protocols for deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, and protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communications infrastructure. Current law requires a wildfire mitigation plan of an electrical corporation to also include appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines and requires these procedures to consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of a potential deenergization event. This bill would require, consistent with the above-described protocols, an electrical corporation to immediately notify, when possible and at the time a decision to conduct a deenergization event is made, public safety partners about the potential public safety impacts of the deenergization event, as specified. The bill would require detailed

status information on restoration efforts to be made available to emergency management organizations, public safety officials, customers, and the public, where feasible, with regular progress updates issued at intervals of no more than 12 hours, for all impacted circuits, as specified. The bill would require, in advance of a deenergization event, an electrical corporation to make a reasonable effort to publish and make available weather conditions observed within the affected circuit being considered for deenergization, as provided. (Based on 04/02/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	04/02/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	04/02/2025

Housing LAP

AB 11 **Lee, D** **HTML** **PDF**

The Social Housing Act.

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Bill information

Status:	07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HOUSING on 6/11/2025)(May be acted upon Jan 2026)
Summary:	Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	12/02/2024 - Introduced
Introduced:	12/02/2024		

AB 249 **Ramos, D** **HTML** **PDF**

Housing: Homeless Housing, Assistance, and Prevention program: youth-specific processes and coordinated entry systems.

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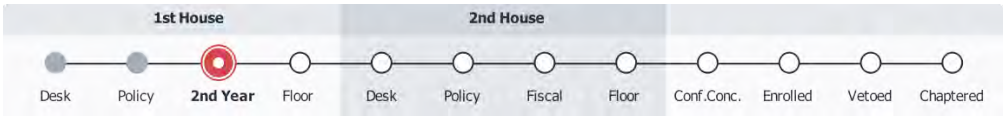

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)
Summary:	Current law requires the Governor to create the Homeless Coordinating and Financing Council, renamed the California Interagency Council on Homelessness, to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent

and end homelessness in California and to serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California. Current law establishes the Homeless Housing, Assistance, and Prevention program, administered by the Interagency Council on Homelessness, with respect to rounds 1 through 5, inclusive, of the program, and Department of Housing and Community Development (department), with respect to round 6 of the program, for the purpose of providing jurisdictions, as defined, with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Current law requires the department, upon appropriation, to distribute certain amounts, as specified, for purposes of round 6 of the program. Current law requires an applicant to submit an application containing specified information in order to apply for a program allocation. Current law requires an applicant to use at least 10% of specified funds allocated for services for homeless youth populations. This bill would require a continuum of care, upon appropriation and beginning with the 2026–27 fiscal year, to annually certify that they create or maintain a youth-specific process with their respective coordinated entry system, as specified, implement a youth-specific assessment tool, create a body or identify an existing body composed of youth with lived experience of homelessness that the continuum of care and other Homeless Housing, Assistance, and Prevention program grantees must consult with regularly, and identify an array of youth-specific housing inventory. (Based on 03/27/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Current Text:**	03/27/2025 - Amended
Introduced:	01/15/2025	**Last Amend:**	03/27/2025

AB 253 **Ward, D** **HTML** **PDF**

California Residential Private Permitting Review Act: residential building permits.

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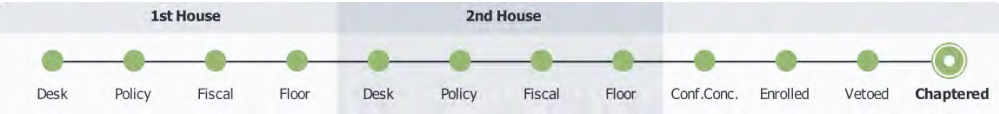

Bill information

Status:	10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 487, Statutes of 2025.
Summary:	The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law authorizes a county's or city's governing body to prescribe fees for permits, certificates, or other forms or documents required or authorized under the State Housing Law. This bill, the California Residential Private Permitting Review Act, would require a county or city to prepare a residential building permit fee schedule and post the schedule on the county's or city's internet website, if the county or city prescribes residential building permit fees. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
		Last Amend:	09/04/2025
Introduced:	01/15/2025		

AB 306 **Schultz, D** **HTML** **PDF**

Building regulations: state building standards.

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Bill information

Status: 06/23/2025 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Summary: Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from October 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 06/23/2025 text)

Location:	04/23/2025 - Senate Housing	**Current Text:**	06/23/2025 - Amended
Introduced:	01/23/2025	**Last Amend:**	06/23/2025

AB 311 **McKinnor, D** **HTML** **PDF**

Dwelling units: persons at risk of homelessness.

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Bill information

Status: 05/07/2025 - Referred to Com. on JUD.

Summary: Prior law, until January 1, 2024, authorized a tenant to temporarily permit the occupancy of their dwelling unit by a person who is at risk of homelessness, as defined, regardless of the terms of the lease or rental agreement, with the written approval of the owner or landlord of the property, and subject to extension under certain circumstances. Prior law further authorized an owner or landlord to adjust the rent payable under the lease during the time the person who is at risk of homelessness is occupying the dwelling unit, as compensation for the occupancy of that person, and required the terms regarding the rent payable in those circumstances to be agreed to in writing by the owner or landlord and the tenant. This bill, until January 1, 2031, would reinstate the above-described provisions, and would include certain new provisions regarding occupancy. The bill would additionally define “person at risk of homelessness” to include any person who is displaced from their residence as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor. The bill,

among other things, would permit a tenant, with written approval of the owner or landlord, to temporarily permit the occupancy of their dwelling unit by a person who is at risk of homelessness and one or more common household pets owned or otherwise maintained by the person. (Based on 01/23/2025 text)

Location:	05/07/2025 - Senate Judiciary	**Current Text:**	01/23/2025 - Introduced
Introduced:	01/23/2025		

AB 590 **Lee, D** HTML PDF

Social Housing Bond Act of 2026.

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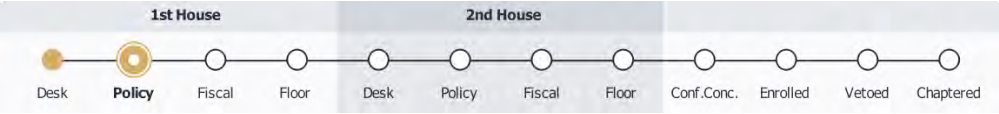

Bill information

Status: 03/03/2025 - Referred to Com. on H. & C.D.

Summary: Under current law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership, and downpayment assistance for first-time home buyers. Current law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Social Housing Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $950,000,000 pursuant to the State General Obligation Bond Law, to fund social housing programs, as specified. The bill would create the California Housing Authority, which would be governed by the California Housing Authority Board, to ensure that social housing developments that are produced and acquired align with specified goals and would authorize the authority to issue the bonds and, upon appropriation of the Legislature, utilize funds from other sources to build more low, very low, and extremely low income housing. The bill would create the Social Housing Revolving Loan Fund to be used, upon appropriation of the Legislature, to provide zero-interest loan for the purpose of constructing housing to accommodate a mix of household incomes. (Based on 02/12/2025 text)

Location:	03/03/2025 - Assembly Housing and Community Development	**Current Text:**	02/12/2025 - Introduced
Introduced:	02/12/2025 (Spot bill)		

AB 610 **Alvarez, D** HTML PDF

Housing element: governmental constraints: disclosure statement.

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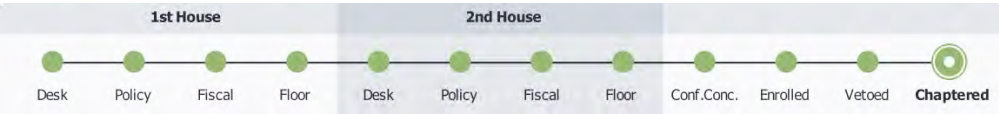

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 494, Statutes of 2025.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law, commonly

referred to as the Housing Element Law, prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law requires the housing element to include an analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including, among others, locally adopted ordinances that directly impact the cost and supply of residential development. Current law also requires the analysis to demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need. For adoption of the 7th and all subsequent revisions of the housing element, this bill would require the housing element to include, in addition to the above-described analysis, a potential and actual governmental constraints disclosure statement that contains, among other things, an identification of each new or amended potential or actual governmental constraint, or revision increasing the stringency of a governmental constraint, that was adopted after the due date of the previous housing element and before submittal of the current draft housing element to the department. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/13/2025	**Last Amend:**	09/05/2025

AB 648 **Zbur, D** **HTML** **PDF**

Community colleges: housing: local zoning regulations: exemption.

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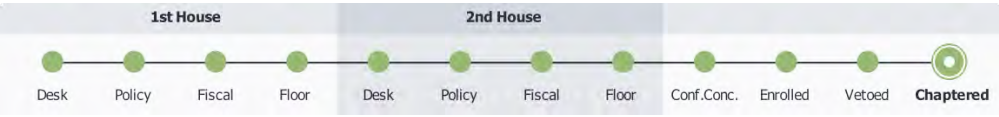

Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 378, Statutes of 2025

Summary: Current law establishes the California Community Colleges, under the administration of the Board of Governors of the California Community Colleges, as one of the segments of postsecondary education in this state. Current law establishes community college districts throughout the state and authorizes them to operate campuses and provide instruction to students. This bill would provide that a community college district is not required to comply with the zoning ordinances of a city, county, or city and county, for a university housing development project constructed on property owned or leased by a community college district if specific requirements are met. If the project includes units for faculty and staff, the bill would require the community college district to ensure that a portion of the units of the project are made available at affordable rents to extremely low income faculty and staff and lower income faculty and staff. (Based on 10/06/2025 text)

Location:	10/06/2025 - Assembly CHAPTERED	**Current Text:**	10/06/2025 - Chaptered
Introduced:	02/13/2025	**Last Amend:**	09/02/2025

AB 670 **Quirk-Silva, D** **HTML** **PDF**

Planning and zoning: housing element: converted affordable housing units.

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Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 701, Statutes of 2025.

Summary: The Planning and Zoning Law requires each city, county, and city and county to adopt a general plan that includes, among other things, a housing element. After a legislative body has adopted all or part of a general plan, current law requires a planning agency among other things, to provide by April 1 of each year an annual report to specified entities that includes prescribed information, including the number of housing development applications received in the prior year, as specified, the number of units of housing demolished, and the number of new units of housing, as specified. This bill would, beginning with the report due by April 1, 2027, require specified information to be included in the report, including additional information regarding units of new housing, the units of housing demolished, and a report on replacement housing units, as specified. (Based on 10/13/2025 text)

Location:	10/13/2025 - Assembly CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/14/2025	**Last Amend:**	09/05/2025

AB 712 **Wicks, D** **HTML** **PDF**

Housing reform laws: enforcement actions: fines and penalties.

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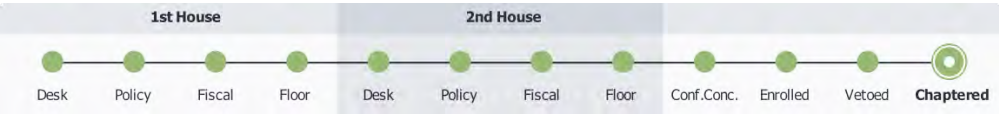

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 496, Statutes of 2025.

Summary: Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in an action brought by the applicant to enforce the public agency's compliance with a housing reform law as applied to the applicant's housing development project, would entitle an applicant for a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would extend any period of limitation for actions under any state law for a period of 60 days beginning on the date the applicant provides written notice to the local agency indicating its intent to commence an action. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
		Last Amend:	07/03/2025

Introduced: 02/14/2025

AB 726 **Ávila Farías, D** HTML PDF

Planning and zoning: annual report: rehabilitated units.

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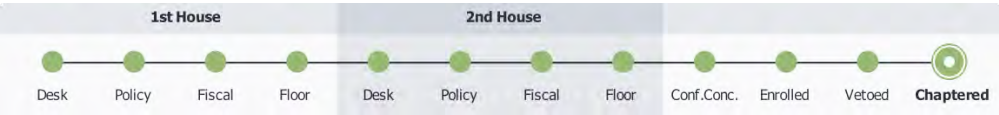

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 704, Statutes of 2025.

Summary: The Planning and Zoning Law, requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Office of Land Use and Climate Innovation, formerly known as the Office of Planning and Research, and the Department of Housing and Community Development. Current law requires the annual report to include, among other things, the city's or county's progress in meeting its share of regional housing needs, as specified. This bill would permit a local agency to include in its annual report the number of units of existing deed-restricted affordable housing within a specified affordability threshold that are at least 15 years old and have been substantially rehabilitated with at least $60,000 per unit in funds awarded from the city or county, as specified. The bill would prohibit any of the units included in the annual report from being considered when determining affordability requirements for the purposes of eligibility for streamlined approvals, as specified. (Based on 10/13/2025 text)

Location: 10/13/2025 - Assembly CHAPTERED

Current Text: 10/13/2025 - Chaptered

Last Amend: 09/04/2025

Introduced: 02/18/2025

AB 736 **Wicks, D** HTML PDF

The Affordable Housing Bond Act of 2026.

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Bill information

Status: 06/04/2025 - In Senate. Read first time. To Com. on RLS. for assignment.

Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

Location: 06/04/2025 - Senate Rules

Current Text: 04/10/2025 - Amended

Introduced: 02/18/2025

Last Amend: 04/10/2025

AB 750 **Quirk-Silva, D** HTML PDF

Homeless shelters: safety regulations.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 6/24/2025)(May be acted upon Jan 2026)

Summary: Current law requires a city or county that receives a complaint from an occupant of a homeless shelter, as defined, or an agent of an occupant, alleging that a homeless shelter is substandard to inspect the homeless shelter, as specified. Current law requires a city or county that determines a homeless shelter is substandard to issue a notice to correct the violation to the owner or operator of the homeless shelter, as specified. Current law makes the owner or operator of a homeless shelter responsible for correcting any violation cited pursuant to these provisions. This bill would require a city or county to additionally perform an annual inspection of every homeless shelter located in its jurisdiction, as prescribed. The bill would authorize the above-described inspection or annual inspection to be announced or unannounced. The bill would require homeless shelters to prominently display notice of an occupant's rights, the process for reporting a complaint alleging a homeless shelter is substandard, and prescribed information, including specified contact information. The bill would require the homeless shelter to provide the same notice in writing to new occupants upon intake. (Based on 06/10/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	06/10/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	06/10/2025

AB 820 **Pellerin, D** **HTML** **PDF**

Homelessness: transport.

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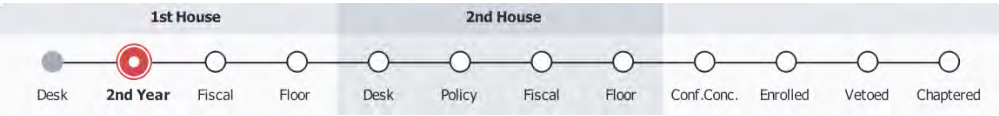

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 3/10/2025)(May be acted upon Jan 2026)

Summary: Current law establishes various programs to assist homeless individuals, including the Homeless Emergency Aid Program, the Homeless Housing, Assistance, and Prevention Program, and the Regionally Coordinated Homelessness Housing, Assistance, and Prevention Program. This bill would prohibit an employee of a local government or law enforcement agency, when acting in their official capacity, from transporting and dropping off, or arranging for or funding the transport and drop off, of a homeless individual within a jurisdiction unless the employee first coordinates shelter or long-term housing for the homeless individual, as defined and specified. This bill would make a local government or law enforcement agency liable for a civil penalty of $10,000 for each violation of these provisions. (Based on 02/19/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Current Text:**	02/19/2025 - Introduced
Introduced:	02/19/2025		

AB 874 **Ávila Farías, D** **HTML** **PDF**

Mitigation Fee Act: waiver of fees: affordable rental housing.

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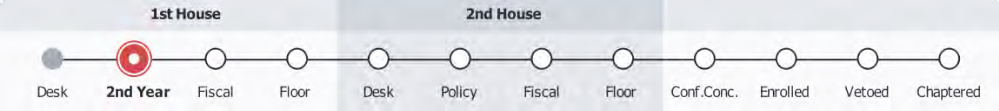

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/10/2025)(May be acted upon Jan 2026)
Summary:	The Mitigation Fee Act imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. The act also regulates fees for development projects and fees for specific purposes, including water and sewer connection fees, among others. The act, among other things, requires local agencies to comply with various conditions when imposing fees, extractions, or charges as a condition of approval of a proposed development or development project. The act prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except for utility service fees, as provided. This bill would require a local agency to waive fees or charges that are collected by a local agency to fund the construction of public improvements or facilities for residential developments subject to a regulatory agreement with a public entity, as provided, that includes certain income and affordability requirements. (Based on 02/19/2025 text)
Location:	05/01/2025 - Assembly 2 YEAR
Current Text:	02/19/2025 - Introduced
Introduced:	02/19/2025

AB 906 González, Mark, D HTML PDF

Planning and zoning: housing elements: affirmatively furthering fair housing.

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Bill information

Status:	08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 7/2/2025)(May be acted upon Jan 2026)
Summary:	The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development, including specified sites, an analysis of the relationship of zoning and public facilities and services to these sites (first analysis), and an analysis of the relationship of the sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing (2nd analysis). This bill would remove the requirement on cities and counties to include the 2nd analysis in their housing elements. (Based on 06/23/2025 text)
Location:	08/28/2025 - Senate 2 YEAR
Current Text:	06/23/2025 - Amended
Introduced:	02/19/2025
Last Amend:	06/23/2025

AB 945 Fong, D HTML PDF

Density Bonus Law: incentives and concessions: green housing developments.

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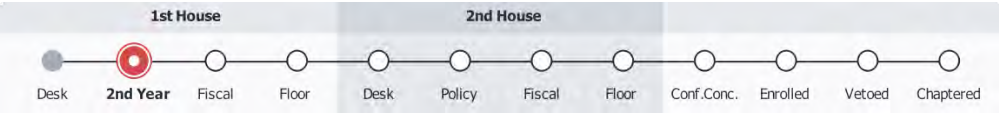

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. & C.D. on 3/10/2025)(May be acted upon Jan 2026)

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct, among other options, specified percentages of units for lower income households or very low income households, and meets other requirements. Under current law, the number of incentives or concessions granted to a development under the Density Bonus Law vary based on the percentage of affordable units within the development, or whether the development serves specified other target populations, as provided. Current law establishes the Department of Housing and Community Development (HCD) in the Business, Consumer Services, and Housing Agency and requires it to administer various programs intended to promote the development of housing. Current law establishes the State Energy Resources Conservation and Development Commission (the commission), consisting of 5 members, and establishes various duties and responsibilities of the commission relating to energy usage in the state. This bill would require a city or county to grant additional incentives or concessions when an applicant proposes to construct a green housing development, as defined. The bill would require that the number of incentives or concessions granted initially be set to 3 and would require HCD, as specified, to evaluate and report on the number and type of units and developments entitled, permitted, and constructed pursuant to these provisions. The bill would require HCD, in this report, to maintain or alter the number of incentives or concessions granted under these provisions, as prescribed. (Based on 02/19/2025 text)

Location:	05/01/2025 - Assembly 2 YEAR	**Current Text:**	02/19/2025 - Introduced
Introduced:	02/19/2025		

AB 1021 **Wicks, D** **HTML** **PDF**

Housing: local educational agencies.

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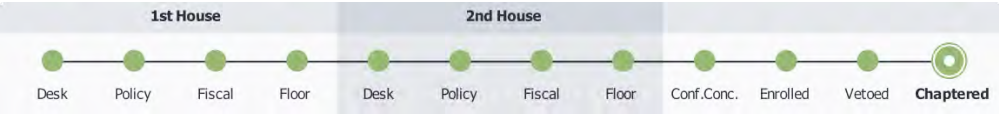

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 503, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law, until January 1, 2033, deems a housing development project an allowable use on any real property owned by a local educational agency if the housing development satisfies specified conditions, including, among others, consisting of at least 10 housing units, 100% of the units being rented by local educational agency employees, local public employees, and general

members of the public pursuant to a specified priority, and a majority of the units being deed restricted for lower income or moderate-income households, as specified. The Housing Accountability Act among other things, prohibits a local agency from disapproving a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified, and describes various requirements applicable to housing development projects. This bill would revise and recast the provisions deeming a housing development project an allowable use on any real property owned by a local educational agency. The bill would require the housing development to satisfy specified conditions, and would apply the requirements of the Housing Accountability Act to review of housing development projects subject to these provisions. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/20/2025	**Last Amend:**	07/17/2025

AB 1061 **Quirk-Silva, D** **HTML** **PDF**

Housing developments: urban lot splits: historical resources.

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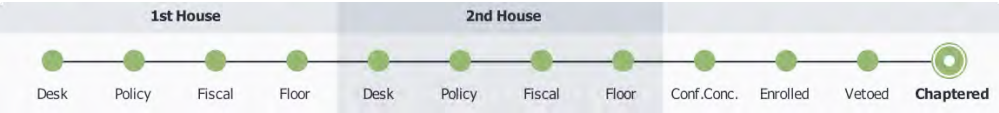

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 505, Statutes of 2025.

Summary: Under the Planning and Zoning Law, the legislative body of a county or city may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. Current law requires a local agency to consider ministerially a specified proposed housing development or to ministerially approve a parcel map for an urban lot split if the development or parcel meets specified requirements, including, that the development or parcel is not located within a historic district or property included on the State Historic Resources Inventory or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to city or county ordinance, as specified. Current law authorizes a local agency to impose specified objective standards on the development or parcel created by an urban lot split, except as specified. With respect to ministerial review of a proposed housing development under the above-described provisions, this bill would, if the other specified requirements are met, instead require a local agency to consider ministerially the development that is not located in either a contributing structure within a historic district included on the State Historical Resources Inventory or within a historic property or district pursuant to city or county ordinance or in a parcel individually listed as a historical resource included in the State Historical Resources Inventory or within a property individually designated or listed as a city or county landmark under a city or county ordinance. The bill would also authorize a local agency to adopt objective standards for the purposes of maintaining the historical value of a historic district listed in the California Register of Historical Resources, as specified. (Based on 10/10/2025 text)

Location:	10/10/2025 - Assembly CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
		Last Amend:	07/10/2025

Introduced: 02/20/2025

AB 1154 **Carrillo, D** HTML PDF

Junior accessory dwelling units.

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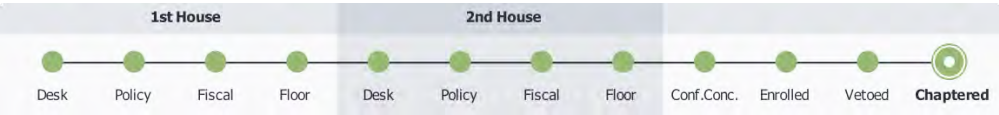

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 507, Statutes of 2025.

Summary: The Planning and Zoning Law, among other things, provides for the creation of junior accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Current law requires an ordinance that provides for the creation of a junior accessory dwelling unit to, among other things, require owner-occupancy in the single-family residence in which the junior accessory dwelling unit is permitted. Under this bill, that owner-occupancy requirement would apply only if the junior accessory dwelling unit has shared sanitation facilities with the existing structure. The bill would require an ordinance that provides for the creation of a junior accessory dwelling unit to require that a rental of a junior accessory dwelling unit be for a term longer than 30 days. (Based on 10/10/2025 text)

Location: 10/10/2025 - Assembly CHAPTERED

Current Text: 10/10/2025 - Chaptered

Last Amend: 07/03/2025

Introduced: 02/20/2025

AB 1206 **Harabedian, D** HTML PDF

Single-family and multifamily housing units: preapproved plans.

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Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)

Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. Current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2026, and a small jurisdiction, as defined, to develop a program by January 1, 2028. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local

agency's internet website. The bill would require an application for preapproval to include a statement by the applicant that the applicant has sufficient authority, license, or ownership interest in the plan to submit the plan for preapproval and, if approved, posted as described above. This bill would prohibit the preapproval program from applying to single-family or multifamily residential housing plans intended for use in certain communities and developments, as specified. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. (Based on 08/18/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Current Text:**	08/18/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	08/18/2025

ACA 4 **Jackson, D** **HTML** **PDF**

Homelessness and affordable housing.

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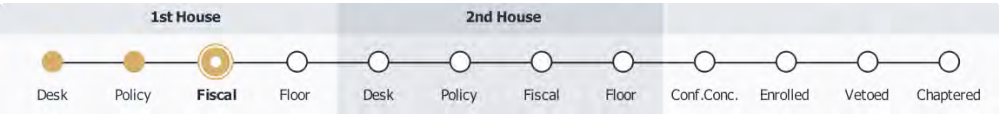

Bill information

Status: 05/23/2025 - Coauthors revised. In committee: Hearing postponed by committee.

Summary: The California Constitution authorizes the development, construction, or acquisition of developments composed of urban or rural dwellings, apartments, or other living accommodations for persons of low income financed in whole or in part by the federal government or a state public body, or to which the federal government or a state public body extends assistance, if a majority of the qualified electors of the city, town, or county in which the housing is proposed to be located approves the project by voting in favor thereof, as specified. This measure, the Housing Opportunities Made Equal (HOME) Act, would create an account in the General Fund into which, beginning in the 2027–28 fiscal year, and each fiscal year thereafter until September 30, 2036, a sum would be transferred from the General Fund equal to or greater than 5% of the estimated amount of General Fund revenues for that fiscal year, as specified. The measure would require the moneys in the account to be appropriated by the Legislature to the Business, Consumer Services, and Housing Agency, and would authorize that agency to expend the moneys to fund prescribed matters related to homelessness and affordable housing, including housing and services to prevent and end homelessness. (Based on 05/05/2025 text)

Location:	05/14/2025 - Assembly APPR. SUSPENSE FILE	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025
Introduced:	01/24/2025		

SB 79 **Wiener, D** **HTML** **PDF**

Housing development: transit-oriented development.

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Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 512, Statutes of 2025.

Summary: Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule. This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would provide that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards shall be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements and would specify that the project is required to comply with certain affordability requirements, under that law. This bill contains other related provisions and other existing laws. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
		Last Amend:	09/05/2025
Introduced:	01/15/2025 (Spot bill)		

SB 92 **Blakespear, D** HTML PDF

Housing development: density bonuses.

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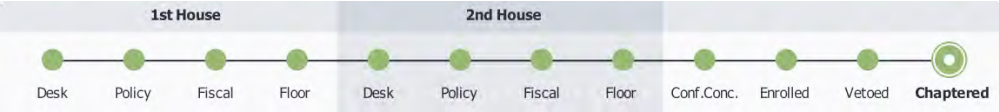

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 484, Statutes of 2025.

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, if the developer agrees to construct specified units and meets other requirements. This bill would specify that a concession and incentive shall not result in a proposed project, as prescribed, with a specified commercial floor area ratio. The bill would also specify that certain provisions of the Density Bonus Law do not require a city, county, or city and county to approve, grant a concession or incentive requiring approval of, or waive or reduce development standards otherwise applicable to, transient lodging as part of a housing development, except as specified. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	01/22/2025	**Last Amend:**	07/07/2025

SB 315 **Grayson, D** HTML PDF

Quimby Act.

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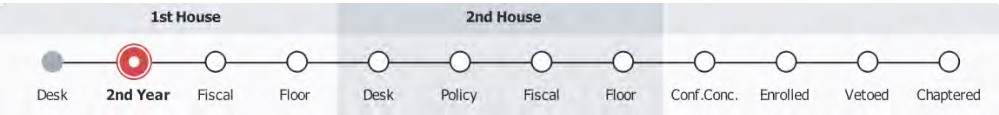

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/26/2025)(May be acted upon Jan 2026)

Summary: The Quimby Act, which is within the Subdivision Map Act, authorizes the legislative body of a city or county to require the dedication of land or to impose fees for park or recreational purposes as a condition to the approval of a tentative map or parcel subdivision map if specified requirements are met. The act provides that the dedication of land, or the payment of fees, or both, shall not exceed the proportionate amount necessary to provide 3 acres of park area per 1,000 persons residing within a subdivision subject to the act, except as specified. This bill would additionally prohibit the proportion of the land to be dedicated, or the amount of any fee to be paid in lieu thereof, or both, from exceeding 25% of the total acreage of the subdivision, if the proposed subdivision is for infill housing. (Based on 03/17/2025 text)

Location:	05/01/2025 - Senate 2 YEAR	**Current Text:**	03/17/2025 - Amended
Introduced:	02/11/2025	**Last Amend:**	03/17/2025

SB 336 **Wiener, D** HTML PDF

Real property tax: welfare exemption: moderate-income housing.

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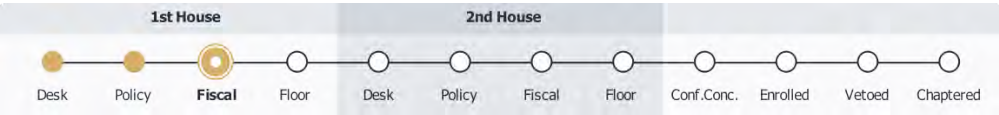

Bill information

Status: 05/23/2025 - May 23 hearing: Held in committee and under submission.

Summary: Current property tax law, pursuant to constitutional authorization, provides for a “welfare exemption” for property used exclusively for religious, hospital, scientific, or charitable purposes and that is owned or operated by certain types of nonprofit entities, if certain qualifying criteria are met. That law provides a partial welfare exemption in the case of residential rental property used for lower income households, as specified, calculated as that percentage of the value of the property that is equal to the percentage that the number of units serving lower income households represents of the total number of residential units. This bill would provide a partial welfare exemption in the case of certain residential rental property used for low- and moderate-income households. The partial exemption would be equal to that percentage of the value of the property that is equal to the percentage that the number of units serving low- and moderate-income households, as defined, represents of the total number of residential units, as provided. The bill would require an owner to make specified certifications, under penalty of perjury, relating to the use of the property. (Based on 05/07/2025 text)

Location: 05/19/2025 - Senate APPR. SUSPENSE FILE

Current Text: 05/07/2025 - Amended

Last Amend: 05/07/2025

Introduced: 02/12/2025

SB 417 Cabaldon, D HTML PDF

The Affordable Housing Bond Act of 2026.

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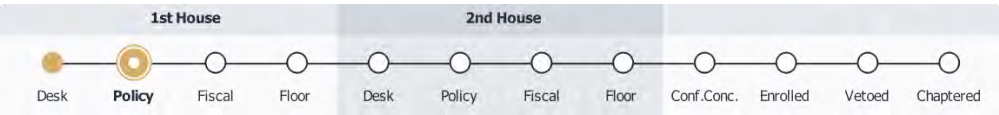

Bill information

Status: 02/19/2025 - From printer. May be acted upon on or after March 21.

Summary: Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 02/18/2025 text)

Location: 02/18/2025 - Senate Rules

Current Text: 02/18/2025 - Introduced

Introduced: 02/18/2025

SB 486 Cabaldon, D HTML PDF

Regional housing: public postsecondary education: changes in enrollment levels: California Environmental Quality Act.

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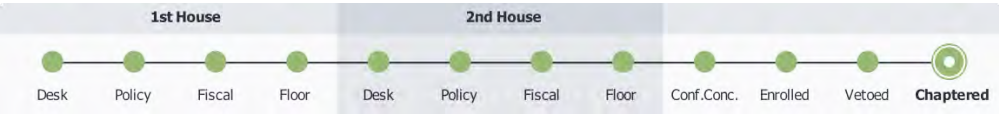

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 517, Statutes of 2025.

Summary: Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires each regional transportation plan to include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation, and employment growth. This bill would require the sustainable communities strategy, in identifying areas within the region sufficient to house all the population of the region, to also take into account changes in enrollment levels at institutions of public higher education, as defined. By imposing additional duties on metropolitan planning organizations, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/19/2025	**Last Amend:**	09/05/2025

SB 569 **Blakespear, D** HTML PDF

Department of Transportation: homeless encampments.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/16/2025)(May be acted upon Jan 2026)

Summary: Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	04/21/2025

SB 607 **Wiener, D** HTML PDF

California Science and Health Research Bond Act.

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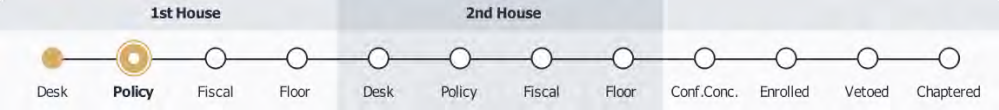

Bill information

Status: 09/13/2025 - Re-referred to Com. on RLS.

Summary: Would establish the California Foundation for Science and Health Research within the Government Operations Agency. The bill would create the California Foundation for Science and Health Research Fund, upon appropriation by the Legislature, and require the moneys in the fund to be used by the foundation to award grants and make loans to public or private research companies, universities, institutes, and organizations for scientific research and development, in specific areas of research, including, but not limited to, biomedical, behavioral, and climate research. (Based on 09/12/2025 text)

Location:	09/13/2025 - Senate Rules	**Current Text:**	09/12/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	09/12/2025

SB 677 **Wiener, D** **HTML** **PDF**

Housing development: streamlined approvals.

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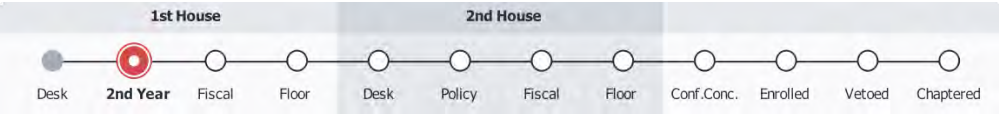

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HOUSING on 4/9/2025)(May be acted upon Jan 2026)

Summary: The Planning and Zoning Law requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements. This bill would require ministerial approval for proposed housing developments containing no more than 2 residential units on any lot hosting a single-family home or zoned for 4 or fewer residential units, notwithstanding any covenant, condition, or restriction imposed by a common interest development association. (Based on 04/09/2025 text)

Location:	05/01/2025 - Senate 2 YEAR	**Current Text:**	04/09/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/09/2025

SB 748 **Richardson, D** **HTML** **PDF**

Encampment Resolution Funding program: safe parking sites: reporting.

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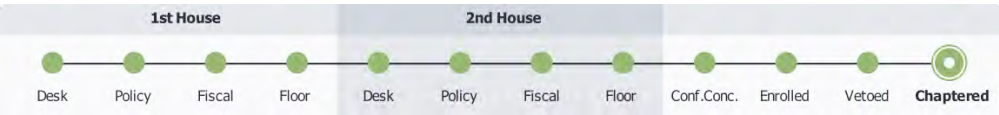

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 524, Statutes of 2025.

Summary: Current law establishes the Encampment Resolution Funding program, administered by the Department of Housing and Community Development, to, upon appropriation of the Legislature, increase collaboration between the department, local jurisdictions, and continuums of care for, among other things, providing encampment resolution grants to local jurisdictions

and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing. Current law authorizes a continuum of care or a local jurisdiction to submit a specified application to the department for a program grant. Current law, for additional rounds moneys, defined as moneys appropriated for the program in or after the 2021–22 fiscal year, requires that an applicant submit an application for a program grant that includes a description of how the applicant intends to use the funds to connect all individuals living in encampments to services and housing, among other things. This bill would, as part of this description, additionally require the applicant to include specified information about safe parking sites, when the application includes operating safe parking sites while locating interim or permanent housing for people experiencing homelessness living in vehicles or recreational vehicles. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/21/2025	**Last Amend:**	09/02/2025

SB 808 Caballero, D HTML PDF

Civil Actions: writs: housing development projects.

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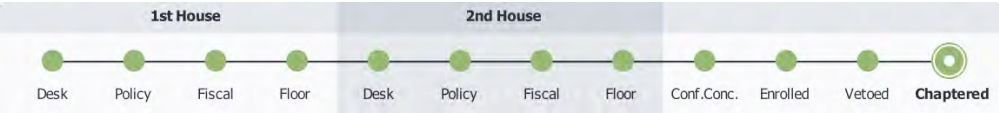

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 527, Statutes of 2025.

Summary: Existing law sets forth an expedited procedure for judicial review of decisions by a local public agency regarding the issuance, revocation, suspension, or denial of a permit involving expressive conduct protected by the First Amendment to the United States Constitution, as specified. This bill would provide similar expedited judicial review for denials of permits or other entitlements for housing development projects or residential units at the trial and appellate level, as specified. The bill would authorize a petitioner, the Attorney General, or the Department of Housing and Community Development to file a petition for writ of mandate under these provisions. The bill would require a local agency, upon the request of an applicant or notice from the department or the Attorney General, to compile a record of its proceedings as they occur and to certify the record within 15 days of the service of a writ. The bill would require that a hearing be set no later than 45 days after the filing of the writ and that the court issue a decision no later than 30 days after the matter is submitted or 75 days after the writ was filed, whichever is earlier. The bill would authorize the temporary assignment of judicial officers to ensure the timelines are met. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/21/2025	**Last Amend:**	05/23/2025

Human Resources and Public Sector Employment LAP

AB 339 Ortega, D HTML PDF

Local public employee organizations: notice requirements.

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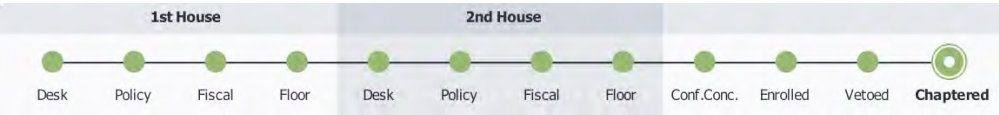

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 687, Statutes of 2025.

Summary: The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 45 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization, subject to certain exceptions. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 10/13/2025 text)

Location:	10/13/2025 - Assembly CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	01/28/2025	**Last Amend:**	08/29/2025

AB 340 **Ahrens, D** **HTML** **PDF**

Employer-employee relations: confidential communications.

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Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Summary: Current law that governs the labor relations of public employees and employers, including, among others, the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, and provisions relating to higher education, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. Those provisions of current law further prohibit denying to employee organizations the rights guaranteed to them by current law. This bill would prohibit a public employer from questioning a public employee, a representative of a recognized employee

organization, or an exclusive representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation. (Based on 03/05/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Current Text:**	03/05/2025 - Amended
Introduced:	01/28/2025	**Last Amend:**	03/05/2025

AB 569 **Stefani, D** HTML PDF

California Public Employees' Pension Reform Act of 2013: exceptions: supplemental defined benefit plans.

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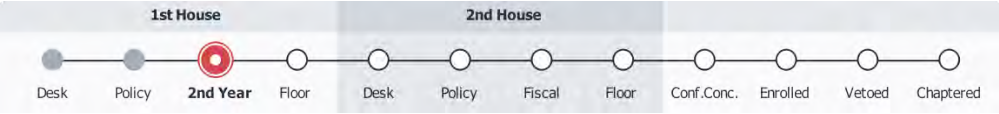

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/21/2025)(May be acted upon Jan 2026)

Summary: The California Public Employees' Pension Reform Act of 2013 (PEPRA) on and after January 1, 2013, requires a public retirement system, as defined, to modify its plan or plans to comply with PEPRA, as specified. PEPRA prohibits a public employer from offering a defined benefit pension plan exceeding specified retirement formulas, requires new members of public retirement systems to contribute at least a specified amount of the normal cost, as defined, for their defined benefit plans, and prohibits an enhancement of a public employee's retirement formula or benefit adopted after January 1, 2013, from applying to service performed prior to the operative date of the enhancement. PEPRA prohibits a public employer from offering a supplemental defined benefit plan if the public employer did not do so before January 1, 2013, or, if it did, from offering that plan to an additional employee group after that date. This bill would authorize a public employer, as defined, to bargain over contributions for supplemental retirement benefits administered by, or on behalf of, an exclusive bargaining representative of one or more of the public employer's bargaining units, subject to the limitations specified above. (Based on 04/24/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Current Text:**	04/24/2025 - Amended
Introduced:	02/12/2025	**Last Amend:**	04/24/2025

AB 1198 **Haney, D** HTML PDF

Public works: prevailing wages.

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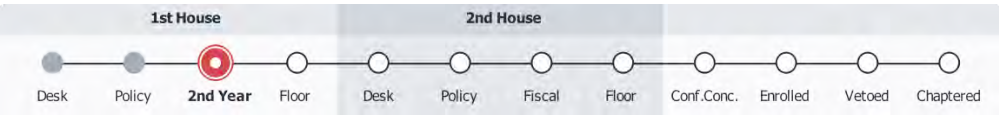

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)

Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing

rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2026, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2026. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. (Based on 02/21/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Current Text:**	02/21/2025 - Introduced
Introduced:	02/21/2025		

SB 456 **Ashby, D** **HTML** **PDF**

Contractors: exemptions: muralists.

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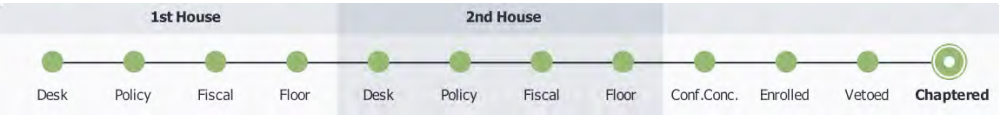

Bill information

Status:	10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 758, Statutes of 2025.
Summary:	The Contractors State License Law establishes the Contractors State License Board within the Department of Consumer Affairs and sets forth its powers and duties relating to the licensure and regulation of contractors. Current law makes it a misdemeanor for a person to engage in the business, or act in the capacity, of a contractor without a license, unless exempted. Current law exempts from the Contractors State License Law a nonprofit corporation providing assistance to an owner, as specified. This bill would exempt from that law an artist who draws, paints, applies, executes, restores, or conserves a mural, as defined, pursuant to an agreement with a person who could legally authorize the work. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
		Last Amend:	04/02/2025
Introduced:	02/19/2025		

Public Safety LAP

AB 400 **Pacheco, D** **HTML** **PDF**

Commission on Peace Officer Standards and Training: police canines.

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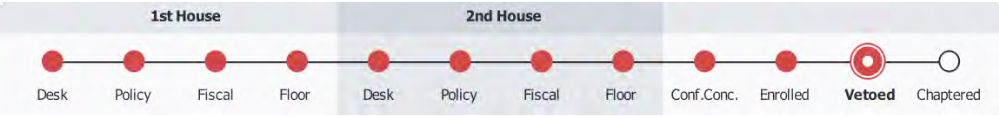

Bill information

Status:	10/01/2025 - Vetoed by Governor. Consideration of Governor's veto pending.
Summary:	Would require, on or before July 1, 2028, the Commission on Peace Officer Standards and Training to study and issue recommendations to the Legislature on the use of canines by law enforcement. The bill would require the commission to consider in its recommendations, among other things, instances of appropriate patrol use with a canine, as specified, and instances of appropriate use with a canine for detection, as specified. The bill would repeal these provisions on July 1, 2031. (Based on 09/16/2025 text)

Location:	10/01/2025 - Assembly VETOED	**Current Text:**	10/01/2025 - Vetoed
Introduced:	02/04/2025	**Last Amend:**	09/05/2025

AB 426 **Dixon, R** **HTML** **PDF**

Impeding emergency response with drone.

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Bill information

Status:	08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)
Summary:	Current law excuses a local public entity or public employee from liability for damage to an unmanned aircraft or unmanned aircraft system, if the damage was caused while the local public entity or public employee of a local public entity was providing, and the unmanned aircraft or unmanned aircraft system was interfering with, the operation, support, or enabling of any emergency service, as specified. Current law imposes liability for physical invasion of privacy on a person if the person knowingly enters onto the land or into the airspace above the land of another person without permission or otherwise commits a trespass in order to capture any image or recording of the other person engaging in a private activity and the invasion occurs in a manner that is offensive to a reasonable person. This bill would prohibit a person from operating or using an unmanned aerial vehicle, remote piloted aircraft, or drone at the scene of an emergency and thereby impeding firefighters, peace officers, medical personnel, military personnel, or other emergency personnel in the performance of their fire suppression, law enforcement, or emergency response duties, unless the person has a federal operational waiver, as specified. The bill would authorize the Attorney General or a county counsel or city attorney to bring civil action to enforce the prohibition and authorize a prevailing plaintiff to recover civil penalties, injunctive relief, or reasonable attorney's fees and costs, as specified. (Based on 04/02/2025 text)

Location:	08/29/2025 - Senate 2 YEAR	**Current Text:**	04/02/2025 - Amended
Introduced:	02/05/2025	**Last Amend:**	04/02/2025

AB 1022 **Kalra, D** **HTML** **PDF**

Authority to remove vehicles.

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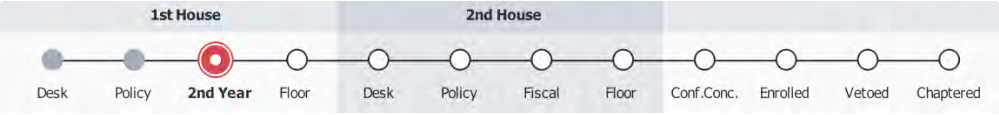

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)
Summary:	Current law authorizes a peace officer, as defined, or a regularly employed and salaried employee, who is engaged in directing traffic or enforcing parking laws and regulations, of a city, county, or jurisdiction of a state agency in which a vehicle is located, to remove a vehicle located within the territorial limits in which the officer or employee may act, under designated circumstances, including, but not limited to, when a vehicle is found upon a highway or public land, or removed pursuant to the Vehicle Code, and it is known that the vehicle has been issued 5 or more notices of parking violations to which the owner or person in control of the vehicle has not responded within designated time periods, or the registered owner of the vehicle is known to have been issued 5 or more notices for failure to pay or failure to appear in court for traffic violations for which a certificate has not been issued by the magistrate or clerk of the court hearing the case, as specified. Under current law, a vehicle that has been removed and impounded under those circumstances that is not released may be subject to a lien sale to compensate for the costs of towage and for caring for and keeping safe the vehicle. This bill would remove the authority of a peace officer or public employee, as appropriate, to remove a vehicle under the above-described circumstances, and make conforming changes. (Based on 02/20/2025 text)
Location:	05/23/2025 - Assembly 2 YEAR
Current Text:	02/20/2025 - Introduced
Introduced:	02/20/2025

AB 1178 **Pacheco, D** **HTML** **PDF**

Peace officers: confidentiality of records.

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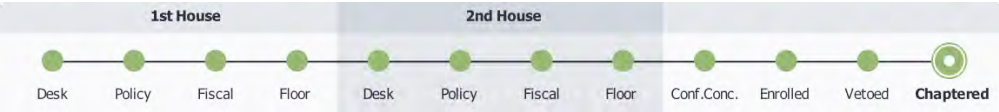

Bill information

Status:	10/11/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 635, Statutes of 2025.
Summary:	The California Public Records Act generally requires public records to be open for inspection by the public. Existing law provides numerous exceptions to this requirement. Under current law, the personnel records of peace officers and custodial officers are confidential and not subject to public inspection. Current law provides certain exemptions to this confidentiality, including the reports, investigations, and findings of certain incidents involving the use of force by a peace officer. Current law authorizes an agency to redact the records disclosed for specified purposes including, among others, to remove personal data or information, as specified, and where there is a specific, articulable, and particularized reason to believe that disclosure of the record would pose a significant danger to the physical safety of the peace officer, custodial officer, or another person. This bill would require a court in an action to compel disclosure pursuant to specified provisions, in determining whether there is a specific, articulable, and particularized reason to believe that disclosure of the record would pose a significant danger to the physical safety of a person, to consider whether a particular peace officer is currently operating undercover and their duties demand anonymity. (Based on 10/11/2025 text)
Location:	10/11/2025 - Assembly CHAPTERED
Current Text:	10/11/2025 - Chaptered
Last Amend:	09/09/2025
Introduced:	02/21/2025

AB 1388 **Bryan, D** HTML PDF

Law enforcement: settlement agreements.

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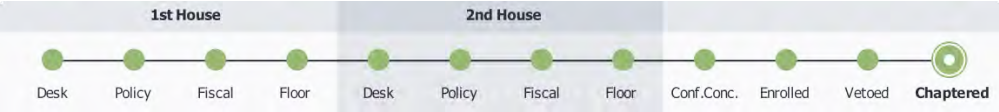

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 729, Statutes of 2025.

Summary: Current law establishes the Commission on Peace Officer Standards and Training, and requires the commission to, among other things, establish a certification program for peace officers, as defined. Current law requires the commission to establish procedures for accepting complaints from members of the public regarding peace officers or law enforcement agencies that may be investigated. Current law establishes, within the commission, the Peace Officer Standards Accountability Division and requires the division, among other things, to bring proceedings seeking the suspension or revocation of certification of a peace officer. The California Public Records Act generally requires public records to be open for inspection by the public. Existing law provides numerous exceptions to this requirement. Under current law, the personnel records of peace officers and custodial officers are confidential and not subject to public inspection. Current law provides certain exemptions to this confidentiality, including the reports, investigations, and findings of certain incidents involving the use of force by a peace officer. This bill would additionally exempt agreements between an employing agency and a peace officer that, among other things, require the agency to destroy, remove, or conceal a record of a misconduct investigation. (Based on 10/13/2025 text)

Location:	10/13/2025 - Assembly CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/21/2025	**Last Amend:**	09/09/2025

AB 1489 **Bryan, D** HTML PDF

Peace officers.

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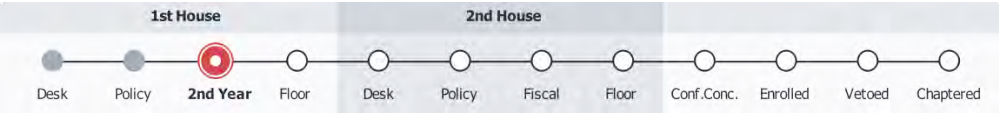

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/7/2025)(May be acted upon Jan 2026)

Summary: Would require a law enforcement agency that employs a peace officer to have a policy prohibiting that officer from carrying any firearm when the officer has a blood alcohol concentration greater than 0.00%, whether the officer is on duty or off duty, unless the officer is on duty and engaged in an undercover assignment in the course of their employment as a peace officer. By imposing new duties on local law enforcement, the bill would impose a state-mandated local program. (Based on 04/22/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Current Text:**	04/22/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/22/2025

SB 554 **Jones, R** HTML PDF

Law enforcement: immigration enforcement.

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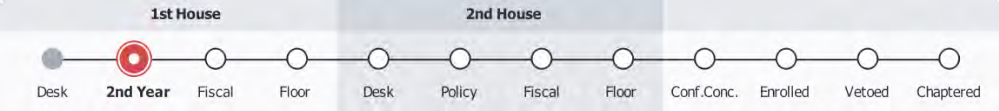

Bill information

Status:	05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/19/2025)(May be acted upon Jan 2026)
Summary:	The California Values Act generally prohibits California law enforcement agencies from investigating, interrogating, detaining, detecting, or arresting persons for immigration enforcement purposes, including providing information regarding a person's release date or responding to requests for notification by providing release dates or other information, as specified. Current law provides that responses are never required, but are permitted, provided that they do not violate any local law or policy. Current law provides the above-described prohibition does not prevent a California law enforcement agency from performing certain limited exceptions to this prohibition that do not violate any policy of the law enforcement agency or any local law or policy of the jurisdiction in which the agency is operating. Current law provides a law enforcement official with discretion to cooperate with immigration authorities only if doing so would not violate any federal, state, or local law, or local policy, and where permitted by the California Values Act. This bill would instead provide that responses relating to a person's release date, as described above, are required. The bill would instead require a California law enforcement agency to perform certain limited exceptions to the prohibition, as specified. The bill would instead require a law enforcement official to cooperate with immigration authorities only if doing so would not violate any federal or state law or policy, and where permitted by the California Values Act. (Based on 04/21/2025 text)
Location:	05/01/2025 - Senate 2 YEAR
Current Text:	04/21/2025 - Amended
Introduced:	02/20/2025
Last Amend:	04/21/2025

SB 691 **Wahab, D** **HTML** **PDF**

Body-worn cameras: policies.

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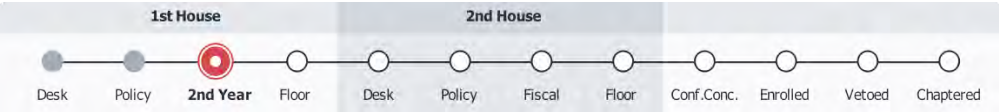

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)
Summary:	Would require, on or before July 1, 2026, each law enforcement agency that has a body-worn camera policy to update that policy to provide guidance to personnel who wear body-worn cameras regarding the circumstances in which they are required to reasonably and temporarily limit the recording of medical or psychological evaluations, procedures, or treatment performed by emergency service personnel that may cause embarrassment or humiliation to the patient. The bill would also require that policy update to include a procedure for emergency service personnel to request the redaction of evidentiary recordings of a patient undergoing medical or psychological evaluation, procedure, or treatment by emergency service personnel. (Based on 04/21/2025 text)
Location:	05/23/2025 - Senate 2 YEAR
Current Text:	04/21/2025 - Amended

Introduced:	02/21/2025	**Last Amend:**	04/21/2025

Regional Issues and Collaboration LAP

AB 259 **Rubio, Blanca, D** **HTML** **PDF**

Open meetings: local agencies: teleconferences.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	01/16/2025	**Last Amend:**	04/21/2025

AB 1237 **McKinnor, D** **HTML** **PDF**

Ticket sellers: event tickets: transit tickets.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was B., P. & E.D. on 6/2/2025)(May be acted upon Jan 2026)

Summary: Would require a ticket seller or a person who resells a ticket to a sporting, musical, theatre, or any other entertainment event located at a venue with a capacity of more than 1,000 persons to also, at the time that a ticket is purchased, give the consumer the option to purchase an all-day ticket from a transit provider that offers service to the venue during the time of the event, as specified. The bill would also require the Department of Transportation to prepare a study of additional transit sales generated pursuant to these provisions and report its findings to the

Legislature on or before December 31, 2032. The bill would provide that a violation of the bill's provisions do not constitute a crime. (Based on 05/29/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	05/29/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	05/29/2025

SB 233 **Seyarto, R** **HTML** **PDF**

Regional housing need: determination: consultation with councils of governments.

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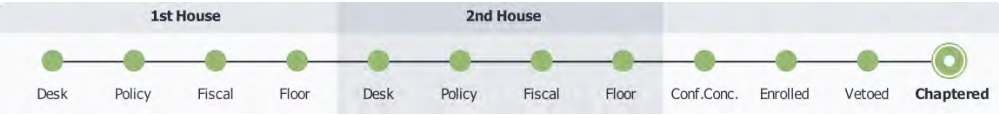

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 577, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Current law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development, in consultation with each council of governments, where applicable, to determine the existing and projected need for housing for each region, as prescribed. Current law requires, among other things, the department to meet and consult with the council of governments regarding the assumptions and methodology to be used by the department to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element and before developing the existing and projected housing need for a region. This bill would require the department to meet and consult with the council of governments, as described above, pursuant to prescribed deadlines. For the 7th revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision, except for specified councils of governments. For the 8th and subsequent revision of the housing element, the bill would require the department to meet and consult with each council of governments at least 38 months prior to the scheduled revision. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	01/28/2025	**Last Amend:**	09/04/2025

SB 239 **Arreguín, D** **HTML** **PDF**

Open meetings: teleconferencing: subsidiary body.

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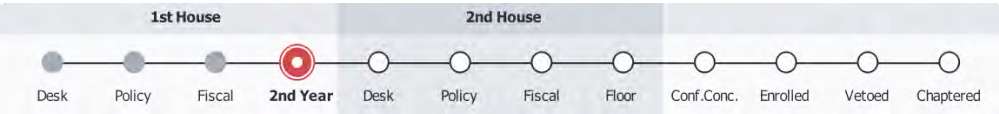

Bill information

Status: 06/05/2025 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/3/2025)(May be acted upon Jan 2026)

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body

of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

Location:	06/05/2025 - Senate 2 YEAR	**Current Text:**	04/07/2025 - Amended
Introduced:	01/30/2025	**Last Amend:**	04/07/2025

SB 707 **Durazo, D** **HTML** **PDF**

Open meetings: meeting and teleconference requirements.

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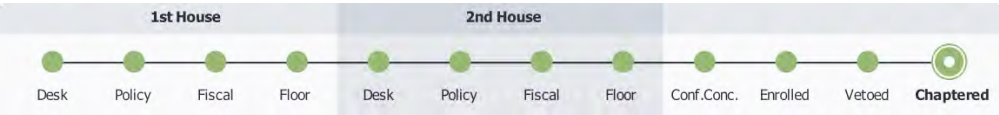

Bill information

Status: 10/03/2025 - Chaptered by Secretary of State - Chapter 327, Statutes of 2025

Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified. This bill contains other related provisions and other existing laws. (Based on 10/03/2025 text)

Location:	10/03/2025 - Senate CHAPTERED	**Current Text:**	10/03/2025 - Chaptered
		Last Amend:	09/05/2025
Introduced:	02/21/2025		

Sustainability and Environmental Protection LAP

AB 39 **Zbur, D** HTML PDF

General plans: Local Electrification Planning Act.

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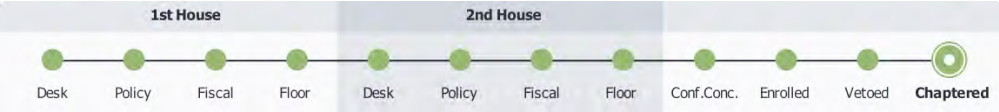

Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 356, Statutes of 2025

Summary: The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require each city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging and other zero-emission vehicle fueling infrastructure, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. (Based on 10/06/2025 text)

Location: 10/06/2025 - Assembly CHAPTERED

Introduced: 12/02/2024

Current Text: 10/06/2025 - Chaptered

Last Amend: 09/04/2025

AB 620 **Jackson, D** HTML PDF

Medium- and Heavy-Duty Zero-Emission Vehicle Fleet Purchasing Assistance Program: rental vehicles.

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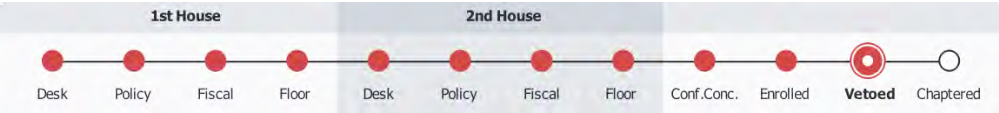

Bill information

Status: 10/03/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law establishes the Medium- and Heavy-Duty Zero-Emission Vehicle Fleet Purchasing Assistance Program (program) within the Air Quality Improvement Program to make financing tools and nonfinancial supports available to operators of medium- and heavy-duty vehicle fleets to enable those operators to transition their fleets to zero-emission vehicles. This bill, for any regulation adopted to develop or implement the program, or other regulations that are regarding the procurement or use of medium- and heavy-duty zero-emission vehicles by a public or private fleet, would require the state board to consider specified things, including, among other things, the environmental and supply chain benefits of renting medium- and heavy-duty zero-emission vehicles compared to procuring them. (Based on 09/08/2025 text)

Location: 10/03/2025 - Assembly VETOED

Current Text: 10/03/2025 - Vetoed

Introduced: 02/13/2025

AB 915 **Petrie-Norris, D** **HTML** **PDF**

Dam safety: state supervision: exceptions.

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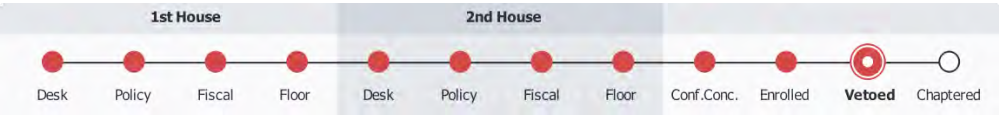

Bill information

Status: 10/01/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law regulates the construction and operation of dams and exempts certain structures for these purposes. Current law exempts certain wastewater treatment and storage ponds constructed as part of a wastewater control facility, as provided, from the requirements for state regulation and supervision of the safety of dams. This bill would additionally exempt from the requirements for state regulation and supervision of the safety of dams certain water storage facilities, structures, and activities associated with an energy storage system facility located in the County of Kern, as specified, that uses compressed air technology and meets certain criteria, including, among other things, a maximum water pool height of 25 feet or less from the final engineered grade, a maximum storage capacity of 1,500 acre-feet or less, and supervision of the design and construction by a registered civil engineer. (Based on 09/16/2025 text)

Location:	10/01/2025 - Assembly VETOED	**Current Text:**	10/01/2025 - Vetoed
Introduced:	02/19/2025	**Last Amend:**	07/17/2025

SB 74 **Seyarto, R** **HTML** **PDF**

Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to

the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	04/07/2025 - Amended
Introduced:	01/15/2025	**Last Amend:**	04/07/2025

SB 496 **Hurtado, D** **HTML** **PDF**

Advanced Clean Fleets Regulation: appeals advisory committee: exemptions.

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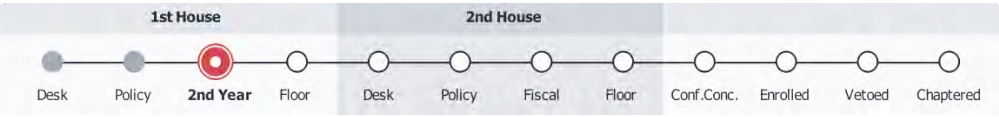

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Summary: The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified governmental and nongovernmental entities. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website. (Based on 04/07/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	04/07/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	04/07/2025

SB 682 **Allen, D** **HTML** **PDF**

Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.

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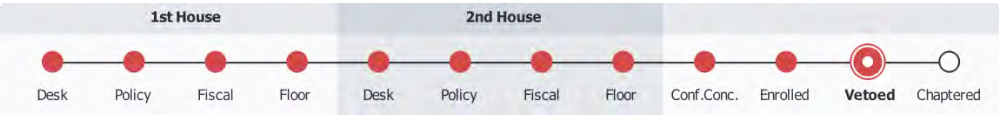

Bill information

Status: 10/13/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary:	Would, on and after January 1, 2028, prohibit a person from distributing, selling, or offering for sale a cleaning product, dental floss, juvenile product, food packaging, or ski wax, as provided, that contains intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS), as defined, except for previously used products and as otherwise preempted by federal law. The bill would, until January 1, 2031, exempt certain components of a cleaning product from this prohibition, as specified. The bill would clarify that, on and after January 1, 2028, a cleaning product is required to comply with certain regulations adopted by the California Air Resources Board regarding volatile organic compounds in consumer products and would prohibit the use of a regulatory variance to comply with those regulations, as specified. The bill would, on and after January 1, 2030, prohibit a person from distributing, selling, or offering for sale cookware that contains intentionally added PFAS, except for previously used products and as otherwise preempted by federal law. The bill would authorize the department, on or before January 1, 2029, to adopt regulations to carry out these provisions. (Based on 09/18/2025 text)

Location:	10/13/2025 - Senate VETOED	**Current Text:**	10/13/2025 - Vetoed
Introduced:	02/21/2025	**Last Amend:**	09/09/2025

Transportation Issues LAP

AB 544 **Davies, R** **HTML** **PDF**

Electric bicycles: required equipment.

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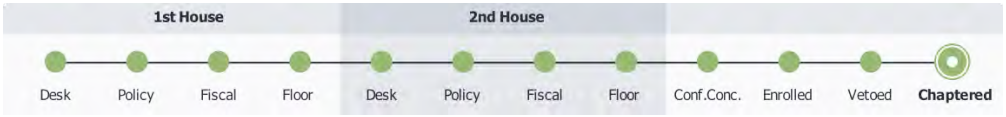

Bill information

Status:	07/14/2025 - Chaptered by Secretary of State - Chapter 36, Statutes of 2025
Summary:	Current law requires a bicycle operated during darkness on a highway, sidewalk, or bikeway to be equipped with, among other things, a red reflector or a solid or flashing red light with a built-in reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. Current law defines “bicycle” for these purposes to, among other things, include an electric bicycle. Current law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor that does not exceed 750 watts of power and categorizes electric bicycles into 3 classes. A violation of the provisions relating to the requirements for equipping a bicycle or an electric bicycle is punishable as an infraction. This bill would require an electric bicycle during all hours to be equipped with a red reflector or a solid or flashing red light with a built-in reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. (Based on 07/14/2025 text)

Location:	07/14/2025 - Assembly CHAPTERED	**Current Text:**	07/14/2025 - Chaptered
		Last Amend:	03/24/2025
Introduced:	02/11/2025		

AB 939 **Schultz, D** **HTML** **PDF**

The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.

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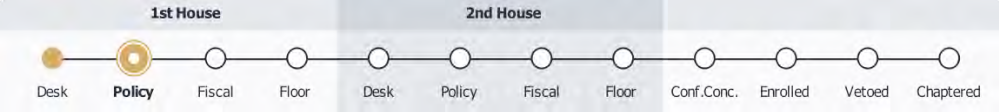

Bill information

Status: 03/10/2025 - Referred to Com. on TRANS.

Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of $20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election. (Based on 02/19/2025 text)

Location: 03/10/2025 - Assembly Transportation

Current Text: 02/19/2025 - Introduced

Introduced: 02/19/2025

SB 63 **Wiener, D** HTML PDF

San Francisco Bay area: local revenue measure: public transit funding.

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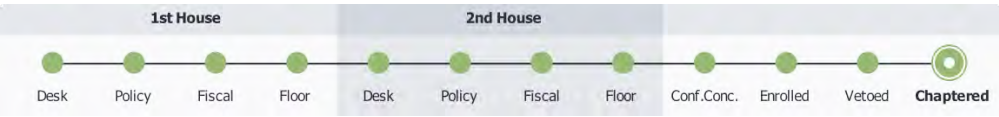

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 740, Statutes of 2025.

Summary: Would establish the Public Transit Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda, Contra Costa, San Mateo, and Santa Clara and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 14 years, and in an amount of 0.5% in each of the above-described counties located within the district and 1% in the City and County of San Francisco, subject to voter approval at the November 3, 2026, statewide general election. After payments are made for various administrative expenses, the bill would require the district to transfer specified portions of the proceeds of the tax to the commission for allocation to certain programs and other purposes and for allocation to the Alameda-Contra Costa Transit District, the Peninsula Corridor Joint Powers Board, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, the San Francisco Municipal Transportation Agency, and other specified transit agencies, for transit operations expenses, and would require the district to transfer specified portions of the proceeds of the tax directly to other specified local transportation agencies, including the San Mateo County Transit District and the Santa Clara Valley Transportation Authority, for public transit expenses, as prescribed. (Based on 10/13/2025 text)

Location: 10/13/2025 - Senate CHAPTERED

Current Text: 10/13/2025 - Chaptered

Last Amend: 09/09/2025

Introduced: 01/09/2025 (Spot bill)

SB 445 **Wiener, D** HTML PDF

High-speed rail: third-party agreements, permits, and approvals: regulations.

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Bill information

Status:	08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)
Summary:	Current law creates the High-Speed Rail Authority Office of the Inspector General (office) and authorizes the High-Speed Rail Authority Inspector General (inspector general) to initiate an audit or review regarding oversight related to delivery of the high-speed rail project undertaken by the authority and the selection and oversight of contractors related to that project. Current law requires the inspector general to submit annual reports to the Legislature and Governor regarding its findings. This bill would require the authority, on or before July 1, 2026, to develop and adopt internal rules, as defined, setting forth standards and timelines for the authority to engage utilities to ensure coordination and cooperation in relocating utility infrastructure or otherwise resolving utility conflicts affecting the delivery of the high-speed rail project. The bill would require the authority to ensure that the internal rules, among other things, identify the circumstances under which the authority would be required seek to enter into a cooperative agreement with a utility that, where relevant, identifies who is responsible for specific utility relocations, as specified. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/17/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	07/17/2025

SB 671 **Cervantes, D** **HTML** **PDF**

Pedestrian crossing signals.

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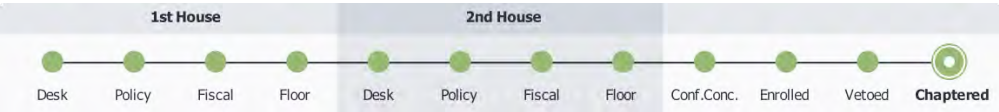

Bill information

Status:	10/03/2025 - Chaptered by Secretary of State - Chapter 326, Statutes of 2025
Summary:	Under current law, a pedestrian control signal showing a “WALK” or approved “Walking Person” symbol means a pedestrian may proceed across the roadway in the direction of the signal. Under existing law, a pedestrian facing a flashing “DON’T WALK” or “WAIT” or approved “Upraised Hand” symbol with a “countdown” signal, as specified, means a pedestrian may start crossing the roadway in the direction of the signal but requires the pedestrian to finish crossing prior to the display of the steady “DON’T WALK” or “WAIT” or approved “Upraised Hand” symbol, as specified. Upon the first placement or replacement of a traffic-actuated signal, as specified, current law requires that traffic-actuated signal to be installed and maintained to detect bicycle or motorcycle traffic on the roadway. For these purposes, current law defines a traffic-actuated signal as an official traffic signal, as specified, that displays one or more of its indications in response to traffic detected by mechanical, visual, electrical, or other means. Upon the first placement or replacement of a state-owned or -operated traffic-actuated signal, current law requires that the traffic-actuated signal to be installed and maintained to have a leading pedestrian interval (LPI) and include the installation, activation, and maintenance of an accessible pedestrian signal (APS) and detector that complies with

certain sections of the California Manual on Uniform Traffic Control Devices (CA MUTCD). At crosswalks with state-owned or -operated traffic-actuated signals and pedestrian hybrid beacons with pedestrian signal heads, this bill would require the walk indication and other visual signals to comply with CA MUTCD. The bill would require these pedestrian signal heads to have an APS pushbutton or touch-free APS that activates “WALK” or “DON’T WALK” intervals and other visual signals at signalized intersections in nonvisual formats. The bill would require touch-free APS to be installed at new signalized pedestrian crossings on capital projects on the state highway system, encroachment projects, and highway maintenance-funded projects, as specified. The bill would require, as soon as practicable, all existing state-owned or -operated traffic signals located in certain areas to be identified and recorded in the Department of Transportation management system (TMS) inventory database to assist future annual operational review requirements and coordination with local agencies for delegated signals. The bill would require LPIs to be implemented at these existing state-owned or -operated traffic signals locations at the next opportunity for regularly scheduled operational reviews. (Based on 10/03/2025 text)

Location:	10/03/2025 - Senate CHAPTERED	**Current Text:**	10/03/2025 - Chaptered
Introduced:	02/20/2025		

SB 720 **Ashby, D** **HTML** **PDF**

Automated traffic enforcement system programs.

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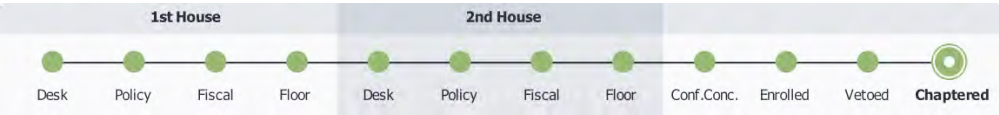

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 782, Statutes of 2025.

Summary: Current law authorizes the limit line, intersection, or other places where a driver is required to stop to be equipped with an automated traffic enforcement system if the governmental agency utilizing the system meets certain requirements, including identifying the system with signs and ensuring that the system meets specified criteria on minimum yellow light change intervals. Current law authorizes, until January 1, 2032, the Cities of Los Angeles, San Jose, Oakland, Glendale, and Long Beach, and the City and County of San Francisco to establish a speed safety system pilot program for speed enforcement that utilizes a speed safety system in specified areas, if the system meets specified requirements. Current law prescribes specified requirements for a notice of violation issued pursuant to these provisions, and requires a violation of a speed law that is recorded by a speed safety system to be subject only to a specified civil penalty. This bill would additionally authorize a city, county, or city and county to establish an automated traffic enforcement system program to use those systems to detect a violation of a traffic control signal, if the system meets specified requirements. The bill would require a violation of a traffic control signal that is recorded by an automated traffic enforcement system to be subject to escalating civil penalties, as specified. The bill would, among other things, provide for the issuance of a notice of violation, an initial review, an administrative hearing, and an appeals process, as specified, for a violation under this program. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
		Last Amend:	09/04/2025
Introduced:	02/21/2025		

Water Supply and Conservation LAP

AB 794 **Gabriel, D** **HTML** **PDF**

California Safe Drinking Water Act: emergency regulations.

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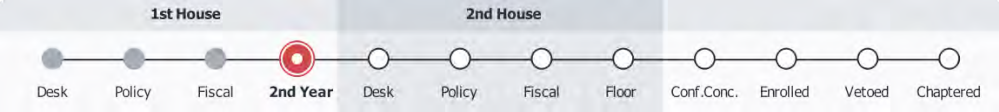

Bill information

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 6/12/2025)(May be acted upon Jan 2026)

Summary: The California Safe Drinking Water Act (state act) requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. The state board's duties include, but are not limited to, enforcing the federal Safe Drinking Water Act (federal act) and adopting and enforcing regulations. Current law authorizes the state board to adopt as an emergency regulation, a regulation that is not more stringent than, and is not materially different in substance and effect than, the requirements of a regulation promulgated under the federal act, with a specified exception. This bill would provide that the authority of the state board to adopt an emergency regulation pursuant to these provisions includes the authority to adopt requirements of a specified federal regulation that was in effect on January 19, 2025, regardless of whether the requirements were repealed or amended to be less stringent. The bill would prohibit an emergency regulation adopted pursuant to these provisions from implementing less stringent drinking water standards, as provided, and would authorize the regulation to include monitoring requirements that are more stringent than the requirements of the federal regulation. The bill would prohibit maximum contaminant levels and compliance dates for maximum contaminant levels adopted as part of an emergency regulation from being more stringent than the maximum contaminant levels and compliance dates of a regulation promulgated pursuant to the federal act. (Based on 04/10/2025 text)

Location:	09/12/2025 - Assembly 2 YEAR	**Current Text:**	04/10/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	04/10/2025

SB 454 **McNerney, D** **HTML** **PDF**

State Water Resources Control Board: PFAS Mitigation Program.

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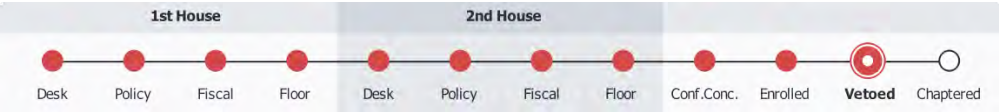

Bill information

Status: 10/01/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Current law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill, which would become operative upon an appropriation by the Legislature, would enact a perfluoroalkyl and polyfluoroalkyl substances (PFAS) mitigation program. As part of that program, the bill would create the PFAS

Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the state board, upon appropriation by the Legislature, for specified purposes. The bill would authorize the state board to seek out nonstate, federal, and private funds designated for PFAS remediation and treatment and deposit the funds into the PFAS Mitigation Fund. The bill would continuously appropriate these funds to the state board for specified purposes. The bill would authorize the state board to establish accounts within the PFAS Mitigation Fund. The bill would authorize the state board to expend moneys from the fund in the form of a grant, loan, or contract, or to provide assistance services to water suppliers and sewer system providers, as those terms are defined, for multiple purposes, including, among other things, to cover or reduce the costs for water suppliers associated with treating drinking water to meet the applicable state and federal maximum PFAS contaminant levels. (Based on 09/12/2025 text)

Location:	10/01/2025 - Senate VETOED	**Current Text:**	10/01/2025 - Vetoed
Introduced:	02/19/2025	**Last Amend:**	09/02/2025

League of California Cities Sponsored Legislation

AB 424 **Davies, R** **HTML** **PDF**

Alcohol and other drug programs: complaints.

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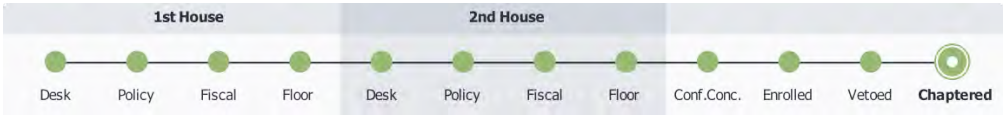

Bill information

Status:	10/03/2025 - Chaptered by Secretary of State - Chapter 261, Statutes of 2025
Summary:	Would, when the Department of Health Care Services receives a complaint against a licensed alcohol or other drug recovery or treatment facility, or a complaint alleging that a facility is unlawfully operating without a license, from a member of the public, require the department to provide, within 30 10 days of the date of the complaint, notice to the person filing the complaint that the complaint has been received and to provide, upon closing the complaint, notice to the person filing the complaint that the complaint has been closed and whether the department found the facility to be in violation of the provisions governing facility licensure and regulation. (Based on 10/03/2025 text)

Location:	10/03/2025 - Assembly CHAPTERED	**Current Text:**	10/03/2025 - Chaptered
		Last Amend:	03/19/2025
Introduced:	02/05/2025		

AB 476 **González, Mark, D** **HTML** **PDF**

Metal theft.

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Bill information

Status:	10/13/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 694, Statutes of 2025.

Summary: Current law governs the business of buying, selling, and dealing in secondhand and used machinery and all ferrous and nonferrous scrap metals and alloys, also known as “junk.” Current law requires junk dealers and recyclers to keep a written record of all sales and purchases made in the course of their business, including the place and date of each sale or purchase of junk and a description of the item or items, as specified. Existing law requires the written record to include a statement indicating either that the seller of the junk is the owner of it, or the name of the person they obtained the junk from, as shown on a signed transfer document. Current law prohibits a junk dealer or recycler from providing payment for nonferrous materials until the junk dealer or recycler obtains a copy of a valid driver’s license of the seller or other specified identification. Existing law requires a junk dealer or recycler to preserve the written record for at least 2 years. This bill would require junk dealers and recyclers to include additional information in the written record, including the time and amount paid for each sale or purchase of junk made, and the name of the employee handling the transaction. The bill would revise the type of information required to be included in the description of the item or items of junk purchased or sold, as specified. (Based on 10/13/2025 text)

Location:	10/13/2025 - Assembly CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/10/2025	**Last Amend:**	09/04/2025

AB 492 **Valencia, D** **HTML** **PDF**

Alcohol and drug programs: licensing.

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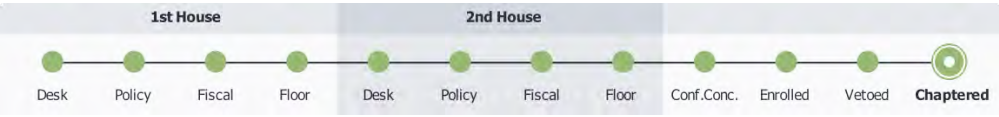

Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 368, Statutes of 2025

Summary: Would require the State Department of Health Care Services, whenever it issues a license to operate an alcohol or other drug recovery or treatment facility, to concurrently provide written notification of the issuance of the license to the city or county in which the facility is located. The bill would require the notice to include the name and mailing address of the licensee and the location of the facility. (Based on 10/06/2025 text)

Location:	10/06/2025 - Assembly CHAPTERED	**Current Text:**	10/06/2025 - Chaptered
Introduced:	02/10/2025		

AB 650 **Papan, D** **HTML** **PDF**

Planning and zoning: housing element: regional housing needs allocation.

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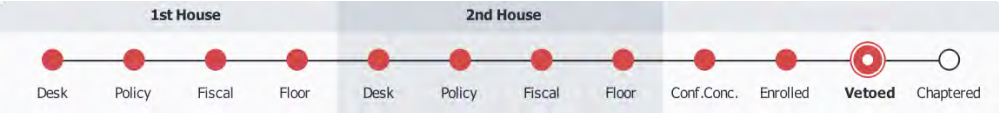

Bill information

Status: 10/13/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

Summary: Current law requires a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and take

no action that is materially inconsistent with its obligation to affirmatively further fair housing. Current law defines “affirmatively furthering fair housing,” as provided. The Planning and Zoning Law requires that a housing element include, among other things, a program that sets forth a schedule of actions during the planning period. Current law requires the Department of Housing and Community Development to develop a standardized reporting format for programs and actions taken pursuant to the requirement to affirmatively further fair housing. This bill would require the department to develop the above-described standardized reporting format on or before December 31, 2026. (Based on 09/15/2025 text)

Location:	10/13/2025 - Assembly VETOED	**Current Text:**	10/13/2025 - Vetoed
Introduced:	02/13/2025	**Last Amend:**	09/05/2025

AB 846 **Connolly, D** **HTML** **PDF**

Endangered species: incidental take: wildfire preparedness activities.

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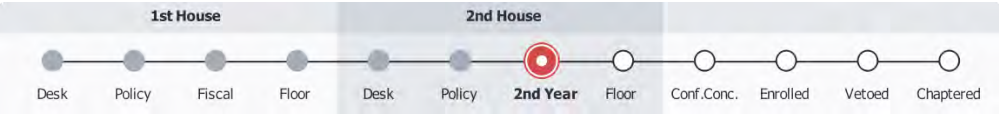

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Summary: The California Endangered Species Act prohibits the taking of an endangered, threatened, or candidate species, except as specified. Under the act, the Department of Fish and Wildlife (department) may authorize the take of listed species by certain entities through permits or memorandums of understanding for specified purposes. Current law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal, as provided. This bill would authorize a city, county, city and county, special district, or other local agency to submit to the department a wildfire preparedness plan to conduct wildfire preparedness activities on land designated as a fire hazard severity zone, as defined, that minimizes impacts to wildlife and habitat for candidate, threatened, and endangered species. The bill would require the wildfire preparedness plan to include, among other things, a brief description of the planned wildfire preparedness activities, the approximate dates for the activities, and a description of the candidate, endangered, and threatened species within the plan area. The bill would require the department to impose a fee on a local agency for the cost of reviewing a wildfire preparedness plan submitted by that local agency, as specified. The bill would require the department, if sufficient information is included in the wildfire preparedness plan for the department to determine if an incidental take permit is required, to notify the local agency within 90 days of receipt of the wildfire preparedness plan if an incidental take permit or other state permit is needed, or if there are other considerations, exemptions, or streamlined pathways that the wildfire preparedness activities qualify for, including, but not limited to, the State Board of Forestry and Fire Protection’s California Vegetation Treatment Program. (Based on 06/26/2025 text)

Location:	08/28/2025 - Senate 2 YEAR	**Current Text:**	06/26/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	06/26/2025

AB 996 **Pellerin, D** **HTML** **PDF**

Public Resources: sea level rise plans.

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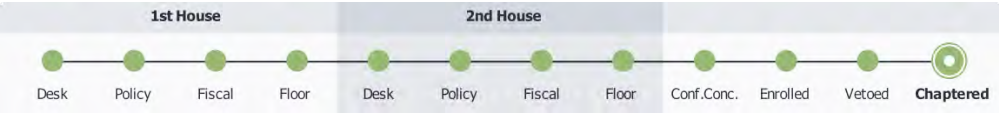

Bill information

Status: 10/03/2025 - Chaptered by Secretary of State - Chapter 286, Statutes of 2025

Summary: Current law requires local governments lying in whole or in part within the coastal zone or within the jurisdiction of the San Francisco Bay Conservation and Development Commission to, on or before January 1, 2034, develop a sea level rise plan with specified required content as part of a local coastal program that is subject to approval by the California Coastal Commission or the San Francisco Bay Conservation and Development Commission. This bill would authorize the applicable commission, when approving a local coastal plan or an amendment to a local coastal plan, to deem existing sea level rise information or plans prepared by a local government to satisfy the content requirements for a sea level rise plan. (Based on 10/03/2025 text)

Location:	10/03/2025 - Assembly CHAPTERED	**Current Text:**	10/03/2025 - Chaptered
Introduced:	02/20/2025 (Spot bill)	**Last Amend:**	05/23/2025

SB 35 Umberg, D HTML PDF

Alcohol and drug programs.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Current law provides for the licensure and regulation of adult alcohol or other drug recovery or treatment facilities by the State Department of Public Health and prohibits the operation of one of those facilities without a current valid license. Current law requires the department, if a facility is alleged to be in violation of that prohibition, to conduct a site visit to investigate the allegation. Current law requires, if the department's employee or agent finds evidence that the facility is providing services without a license, the employee or agent to take specified actions, including, among others, submitting the findings of the investigation to the department and issuing a written notice to the facility that includes the date by which the facility is required to cease providing services. This bill would require the department, if it determines it has jurisdiction over the allegation, to initiate that investigation within 10 days of receiving the allegation and, except as specified, complete the investigation within 60 days of initiating the investigation. The bill would require the department, if it receives a complaint that does not fall under its jurisdiction, to notify the complainant that it does not investigate that type of complaint. The bill would require the employee or agent to provide the notice described above within 10 days of the employee or agency submitting their findings to the department and to conduct a followup site visit to determine whether the facility has ceased providing services as required. The bill would authorize, in counties that elect to administer the Drug Medi-Cal organized delivery system and that provide optional recovery housing services, the county

behavioral health agency to request approval from the department to conduct a site visit of a recovery residence that is alleged to be operating without a license. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/17/2025 - Amended
Introduced:	12/03/2024	**Last Amend:**	07/17/2025

SB 329 **Blakespear, D** **HTML** **PDF**

Alcohol and drug recovery or treatment facilities: investigations.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)

Summary: Current law provides for the licensure and regulation of alcohol or other drug recovery or treatment facilities by the State Department of Health Care Services. Current law prohibits operating an alcohol or other drug recovery or treatment facility to provide recovery, treatment, or detoxification services within this state without first obtaining a current valid license. If a facility is alleged to be providing those services without a license, existing law requires the department to conduct a site visit to investigate the allegation. Current law also authorizes the department to conduct announced or unannounced site visits to licensed facilities for the purpose of reviewing them for compliance, as specified. This bill would require the department to assign a complaint under its jurisdiction regarding an alcohol or other drug recovery or treatment facility to an analyst for investigation within 10 days of receiving the complaint. If the department receives a complaint that does not fall under its jurisdiction, the bill would require the department to notify the complainant, in writing, that it does not investigate that type of complaint. (Based on 03/28/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	03/28/2025 - Amended
Introduced:	02/11/2025	**Last Amend:**	03/28/2025

SB 346 **Durazo, D** **HTML** **PDF**

Local agencies: transient occupancy taxes: short-term rental facilitator.

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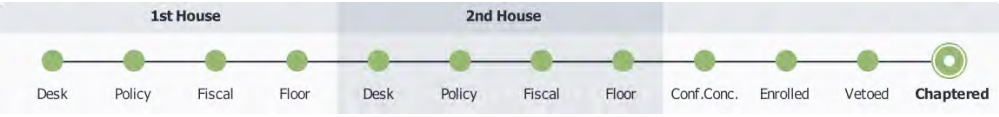

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 751, Statutes of 2025.

Summary: Current law authorizes a local authority, by ordinance or resolution, to regulate the occupancy of a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging for a period of less than 30 days. This bill would authorize a local agency, defined to mean a city, county, or city and county, to enact an ordinance to require a short-term rental facilitator, as defined, to report, in the form and manner prescribed by the local agency, the physical address, including 9-digit ZIP Code, of each short-term rental, as defined, during the reporting period. The bill would also authorize a local agency to request additional information,

as provided, when the physical address is not sufficient for the local agency to identify a specific short-term rental. The bill would authorize the local agency to impose an administrative fine or penalty for failure to file the report, and would authorize the local agency to initiate an audit of a short-term rental facilitator, as described. The bill would require a short-term rental facilitator, in a jurisdiction that has adopted an ordinance, to include in the listing of a short-term rental any applicable local license number associated with the short-term rental and any transient occupancy tax certification issued by a local agency. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/12/2025	**Last Amend:**	07/07/2025

Local Representative Legislation

AB 243 **Ahrens, D** **HTML** **PDF**

Postsecondary education: student financial aid dependency status: juveniles.

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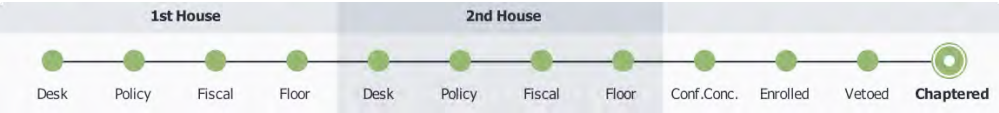

Bill information

Status: 10/11/2025 - Approved by the Governor. Chaptered by Secretary of State - Chapter 610, Statutes of 2025.

Summary: The Donahoe Higher Education Act establishes the California Community Colleges, under the administration of the Board of Governors of the California Community Colleges, the California State University, under the administration of the Trustees of the California State University, and the University of California, under the administration of the Regents of the University of California, as the 3 segments of public postsecondary education in the state. A provision of the act requires the California State University, and requests the University of California, to annually report, on or before March 31, to the Legislature on their respective institutional financial aid programs. The act applies to the University of California only to the extent that the regents, by appropriate resolution, make it applicable. Current law establishes the Student Aid Commission as the primary state agency for the administration of state-authorized student financial aid programs available to students attending all segments of postsecondary education. For purposes of making an unusual circumstances adjustment regarding the dependency status of student financial aid and institutional financial aid applicants attending, or applying to attend, a California State University, California Community College, or University of California campus, this bill would require a financial aid administrator of the segment or the commission, as applicable, to accept a sworn statement containing information signed under penalty of perjury by an authorized representative of a local educational agency, county child welfare department, or probation department as sufficient documentation, as specified. (Based on 10/11/2025 text)

Location:	10/11/2025 - Assembly CHAPTERED	**Current Text:**	10/11/2025 - Chaptered
Introduced:	01/14/2025	**Last Amend:**	09/04/2025

AB 398 **Ahrens, D** **HTML** **PDF**

Personal income tax: Earned Income Tax Credit.

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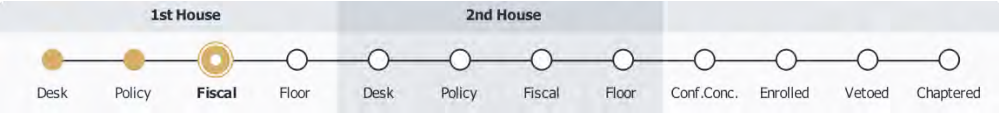

Bill information

Status: 05/23/2025 - In committee: Held under submission.

Summary: The Personal Income Tax Law, in modified conformity with federal income tax laws, allows an earned income tax credit against personal income tax and a payment from the Tax Relief and Refund Account, a continuously appropriated fund, for an allowable credit in excess of tax liability to an eligible individual that is equal to that portion of the earned income tax credit allowed by federal law, as determined by the earned income tax credit adjustment factor, as specified. The law provides that the amount of the credit is calculated as a percentage of the eligible individual's earned income and is phased out above a specified amount as income increases, and provides alternative calculation factors under specified circumstances. Current law, for taxable years beginning on or after January 1, 2020, and until and including the taxable year in which the minimum wage is set at $15 per hour, requires the phaseout percentage for eligible individuals to be recalculated by the Franchise Tax Board so that the calculated amount of credit for a taxpayer with an earned income of $30,000 is equal to zero. This bill, for taxable years beginning on or after January 1, 2025, if the amount of credit computed for an eligible individual is less than $355, as specified, would allow the credit for the eligible individual to be $355 instead, except as otherwise specified. (Based on 02/04/2025 text)

Location:	05/21/2025 - Assembly APPR. SUSPENSE FILE	**Current Text:**	02/04/2025 - Introduced
Introduced:	02/04/2025		

AB 461 **Ahrens, D** HTML PDF

Truancy.

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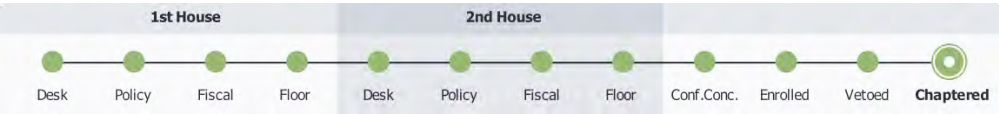

Bill information

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 154, Statutes of 2025

Summary: The Compulsory Education Law generally makes persons between the ages of 6 and 18 years of age subject to compulsory full-time education, unless exempted. Current law makes a parent or guardian of a pupil of 6 years of age or more who is in kindergarten or any of grades 1 to 8, inclusive, and subject to compulsory full-time or continuing education, whose child is a chronic truant, as defined, who has failed to reasonably supervise and encourage the pupil's school attendance, and who has been offered support services to address the pupil's truancy, guilty of a misdemeanor that is punishable by a fine of up to $2,000, or imprisonment in a county jail for up to one year, or both that fine and imprisonment. (Based on 10/01/2025 text)

Location:	10/01/2025 - Assembly CHAPTERED	**Current Text:**	10/01/2025 - Chaptered
		Last Amend:	09/05/2025
Introduced:	02/06/2025		

AB 537 **Ahrens, D** HTML PDF

Community colleges: California College Promise.

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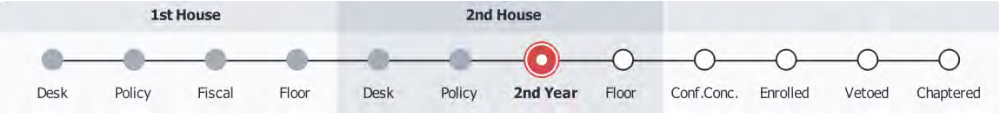

Bill information

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the California College Promise, under the administration of the Chancellor of the California Community Colleges, to provide funding, upon appropriation by the Legislature, to each community college meeting prescribed requirements. Current law authorizes a community college to use that funding to waive some or all of the fees for 2 academic years for first-time community college students and returning community college students, as defined, who are enrolled in 12 or more semester units or the equivalent, or less for students certified as “full time” by a staff person in the disabled student services program, as specified, and who complete and submit either a Free Application for Federal Student Aid or a California Dream Act application, except as provided. This bill would instead require, for purposes of eligibility for the California College Promise, that students be enrolled in 9 or more, rather than 12 or more, semester units or the equivalent, or less for a student certified as eligible, based on a commitment by the student that is analogous to the 9 semester unit or equivalent workload, by a staff person in the disabled student services program. (Based on 06/30/2025 text)

Location:	08/28/2025 - Senate 2 YEAR	**Current Text:**	06/30/2025 - Amended
Introduced:	02/11/2025	**Last Amend:**	06/30/2025

AB 635 **Ahrens, D** HTML PDF

Mobilehome Residency Law Protection Program: Attorney General.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 6/24/2025)(May be acted upon Jan 2026)

Summary: Current law establishes within the Department of Housing and Community Development the Mobilehome Residency Law Protection Program, which authorizes additional enforcement measures for violations of the Mobilehome Residency Law. Current law requires the department to refer any alleged violations of law or regulations within the department’s jurisdiction to the Division of Codes and Standards within the department, and to refer any alleged violations of law or regulations that are not within the jurisdiction of the department, as specified, to the appropriate enforcement agency. This bill would require the department to refer up to a total of 25 alleged violations of the Mobilehome Residency Law to the office of the Attorney General in any given fiscal year that the department in good faith efforts selects as the most severe, deleterious, and materially and economically impactful alleged violations. The bill would authorize the Attorney General to arbitrate, mediate, negotiate, or pursue any and all available judicial remedies in connection with any alleged violations of the law referred by the department. (Based on 04/10/2025 text)

Location:	07/17/2025 - Senate 2 YEAR	**Current Text:**	04/10/2025 - Amended

Introduced:	02/13/2025	**Last Amend:**	04/10/2025

AB 680 **Ahrens, D** HTML PDF

Public social services: foster care benefits.

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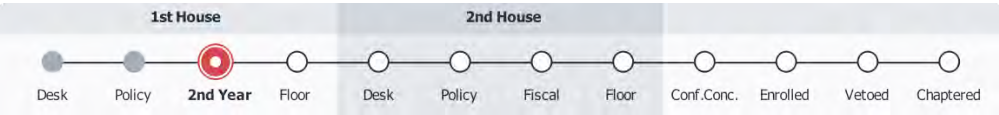

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)

Summary: Current law establishes various programs to provide foster care benefits, including, among others, the Aid to Families with Dependent Children—Foster Care (AFDC-FC) program, under which counties provide payments to foster care providers on behalf of qualified children in foster care and to nonminor dependents. Current law requires the county to review the child's or nonminor dependent's payment amount annually, including an examination of any circumstances of a foster child or nonminor dependent that are subject to change and could affect the child's or nonminor dependent's potential eligibility or payment amount. This bill would require that review to include a review of a child's or nonminor dependent's eligibility for foster care benefits, and would require that review to also be conducted each time the county receives specified information. The bill would require, if the county determines pursuant to that review that a child or nonminor dependent is no longer eligible for foster care benefits under the program from which they are currently receiving foster care benefits, but is eligible for foster care benefits under another program, the county to ensure that the child or nonminor dependent receives the foster care benefits to which they are entitled under the new program, and to provide a notice of action that includes specified information to the caregiver of the child or to the nonminor dependent. (Based on 02/14/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Current Text:**	02/14/2025 - Introduced
Introduced:	02/14/2025		

AB 811 **Ahrens, D** HTML PDF

Teacher credentialing: computer science instruction: workgroup.

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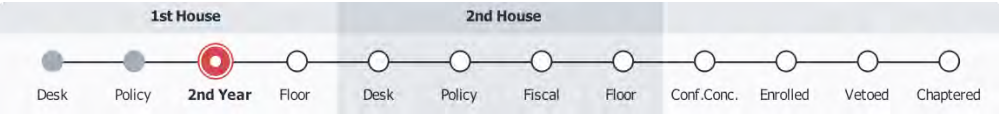

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/30/2025)(May be acted upon Jan 2026)

Summary: Current law requires the Commission on Teacher Credentialing to issue a single subject teaching credential only in specified subjects and authorizes the commission to issue an authorization to teach a subject other than the one authorized by a single subject teaching credential if the holder of the credential meets certain requirements. Current law, upon appropriation by the Legislature for this purpose, requires the commission, on or before July 1, 2024, to convene a workgroup on credentialing for instruction in computer science, as provided. Current law also requires the commission, on or before July 1, 2025, to provide a report of the workgroup's findings and recommendations, as provided. Current law repeals

these provisions as of January 1, 2028. This bill would extend the above-referenced deadlines by 2 years and delay the repeal date of those provisions by 2 years. (Based on 03/18/2025 text)

Location:	05/23/2025 - Assembly 2 YEAR	**Current Text:**	03/18/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	03/18/2025

AB 985 **Schiavo, D** **HTML** **PDF**

Chiquita Canyon Landfill: property tax reassessment and penalties.

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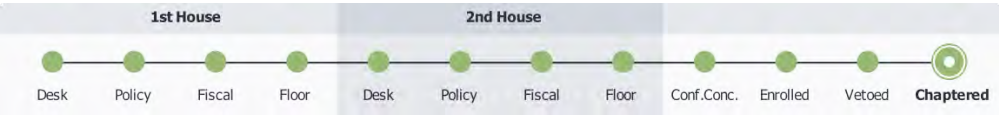

Bill information

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 174, Statutes of 2025

Summary: The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, “full cash value” is defined as the assessor’s valuation of real property as shown on the 1975–76 tax bill under “full cash value” or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution authorizes the full cash value base to be reduced to reflect substantial damage, destruction, or other factors causing a decline in value. This bill would require each property located within a 5-mile radius of the center of the Chiquita Canyon Landfill in the County of Los Angeles to be reassessed so that the full cash value base of the property reflects any decline in value of the property arising from the Chiquita Canyon elevated temperature landfill event, as defined. The bill would require reassessments to be retroactive to the January 1, 2022, lien date. The bill would require, following reassessment, the assessor to send a specified notice of the assessment value change to the taxpayer. (Based on 10/01/2025 text)

Location:	10/01/2025 - Assembly CHAPTERED	**Current Text:**	10/01/2025 - Chaptered
Introduced:	02/20/2025	**Last Amend:**	09/04/2025

AB 1314 **Ahrens, D** **HTML** **PDF**

Transitional housing placement providers.

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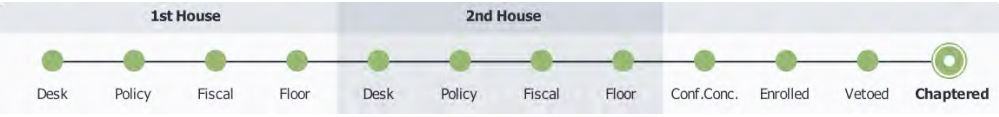

Bill information

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 187, Statutes of 2025

Summary: Existing law, the California Community Care Facilities Act, requires the State Department of Social Services to license and regulate transitional housing placement providers, which is defined as organizations licensed by the department to provide transitional housing to foster children at least 16 years of age and not more than 18 years of age and to nonminor dependents to promote their transition to adulthood. Existing law requires the department to adopt regulations governing transitional housing placement living arrangement requirements for minors and nonminor dependents, including allowing a participant to share a bedroom or unit with certain other individuals and requiring all counties and program contracts to allow

participants and those certain other individuals to share bedrooms, bathrooms, and units together, regardless of gender identity. Under existing law, a violation of the act is a misdemeanor. This bill would require all counties and program contracts to also ensure that decisions about sharing bedrooms, bathrooms, and units together are led by the program participant and agreed upon in collaboration with the provider. By increasing county duties, this bill would impose a state-mandated local program. (Based on 10/01/2025 text)

Location:	10/01/2025 - Assembly CHAPTERED	**Current Text:**	10/01/2025 - Chaptered
Introduced:	02/21/2025	**Last Amend:**	08/29/2025

AB 1332 **Ahrens, D** **HTML** **PDF**

Medicinal cannabis: shipments.

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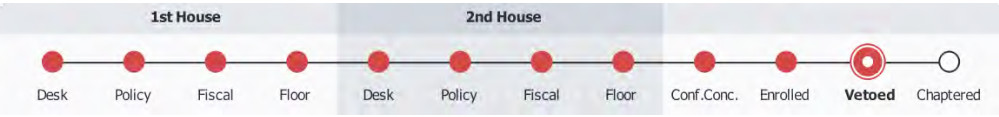


Bill information

Status: 10/11/2025 - Vetoed by Governor. Consideration of Governor's veto pending.

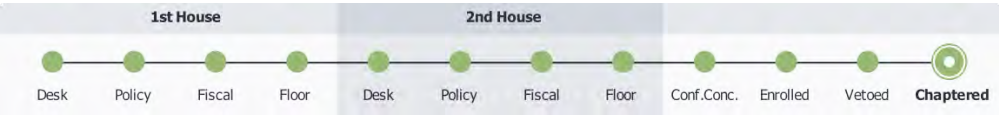
Summary: Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by Proposition 215 at the November 6, 1996, statewide general election, declares that its purpose is, among other things, to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes, as specified, and exempts from state criminal liability certain patients and their primary caregivers who possess or cultivate marijuana for the personal medical purposes of the patient. This bill, until January 1, 2029, would authorize a licensed microbusiness with an M-license, as defined, whose licensed activities include retail sale, manufacturing, distribution, and outdoor cultivation to directly ship certain medicinal cannabis or medicinal cannabis products to a medicinal cannabis patient in the state, if the licensed microbusiness complies with specified requirements, including that the medicinal cannabis is shipped by a common carrier, as described, the amount shipped to a medicinal cannabis patient in a single day does not exceed specified possession limits, and the package is received and signed for by someone 21 years of age or older. The bill would require the shipment to comply with specified laws and regulations governing cannabis and cannabis products sold by licensed retailers, as provided. If the medicinal cannabis patient is a qualified patient that possesses a valid physician’s recommendation, the bill would require the licensed microbusiness to certify in writing that they verified the recommendation and would require the retailer to keep a copy of that certification for no less than 7 years. The bill would amend the Medicinal Cannabis Patients’ Right of Access Act to, among other things, prohibit a local jurisdiction from adopting or enforcing any regulation that prohibits the retail sale by delivery within or shipment into the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers by a licensed microbusiness, as specified. The bill would also authorize free medicinal cannabis or medicinal cannabis products provided to medicinal cannabis patients in compliance with MAUCRSA to be shipped to those patients by a licensed microbusiness with an M-license, as provided. (Based on 09/15/2025 text)

Location:	10/11/2025 - Assembly VETOED	**Current Text:**	10/11/2025 - Vetoed
Introduced:	02/21/2025	**Last Amend:**	08/29/2025

SB 30 **Cortese, D** **HTML** **PDF**

Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.

Progress bar



Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 735, Statutes of 2025.

Summary: Would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring ownership of that equipment for continued use after the public entity decommissions the equipment. The bill would exempt the sale, donation, or transfer of the ownership of that equipment from the prohibition if the equipment is deemed to be in one of specified categories of emissions standards designated by the federal government for locomotives, the equipment produces emissions equivalent to any equipment within any of those federal categories, or the diesel engine is removed from the equipment, as specified. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	12/02/2024 (Spot bill)	**Last Amend:**	07/16/2025

SB 33 **Cortese, D** **HTML** **PDF**

Homeless pupils: California Success, Opportunity, and Academic Resilience (SOAR) Guaranteed Income Program.

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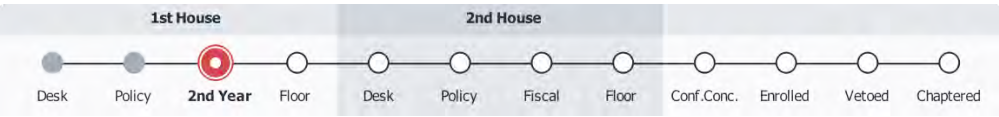

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Summary: Current law establishes various programs to provide assistance to homeless youth, including, among others, homeless youth emergency service pilot projects and the Runaway Youth and Families in Crisis Project. This bill, subject to an appropriation by the Legislature for this purpose, would require the State Department of Social Services to establish the California Success, Opportunity, and Academic Resilience (SOAR) Guaranteed Income Program. The program would award public school pupils who are in grade 12 and are homeless children or youths, as defined, a guaranteed income of $1,000 each month for 4 months from May 1, 2026, to August 1, 2026, inclusive, as provided. (Based on 03/10/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	03/10/2025 - Amended
Introduced:	12/02/2024	**Last Amend:**	03/10/2025

SB 61 **Cortese, D** **HTML** **PDF**

Private works of improvement: retention payments.

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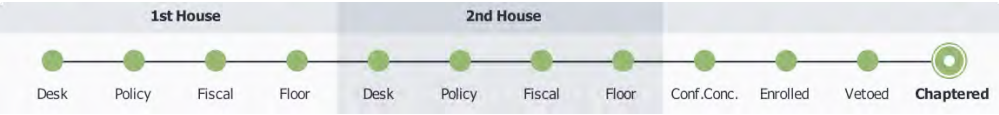

Bill information

Status: 07/14/2025 - Chaptered by Secretary of State - Chapter 49, Statutes of 2025

Summary: Current law generally governs retention payments withheld with respect to a contract for a private work of improvement, including by requiring an owner that withholds a retention from a direct contractor to, within 45 days after completion of the work of improvement, pay the retention to the contractor. This bill would limit the amount of a retention payment with respect to a contract for a private work of improvement by, among other things, prohibiting a retention payment withheld from a payment by an owner from the direct contractor, by the direct contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder, for a private work of improvement, from exceeding 5% of the payment, subject to certain exceptions. (Based on 07/14/2025 text)

Location:	07/14/2025 - Senate CHAPTERED	**Current Text:**	07/14/2025 - Chaptered
Introduced:	01/09/2025	**Last Amend:**	03/26/2025

SB 254 **Becker, D** HTML PDF

Energy.

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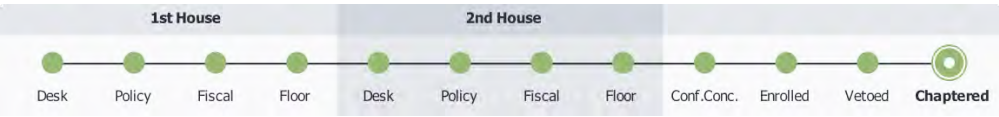

Bill information

Status: 09/19/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 119, Statutes of 2025.

Summary: The Bergeson-Peace Infrastructure and Economic Development Bank Act, establishes the California Infrastructure and Economic Development Bank (I-Bank) within GO-Biz, under the direction of an executive director and governed by, and its corporate power exercised by, a board of directors (bank board). Current law, among other things, authorizes the bank to make loans, issue bonds, and provide financial assistance for various types of projects that qualify as economic development or public development facilities, as provided. Current law prohibits the financing of economic development facilities unless the bank determines that the financing or assistance meets specified public interest criteria. The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorizes the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Current law makes $850,000,000 of that amount available, upon appropriation of the Legislature, for clean energy projects, as provided. This bill would deem the financing of projects related to the clean energy projects funded by the bond act, as described above, to be in the public interest and eligible for financing by the I-Bank or by a special purpose trust established pursuant to the bank act and would, except as specified, require that any such financing be treated as financing of an economic development facility for purposes of the bank act. The bill would authorize the I-Bank to provide any form of financial assistance, including issuing bonds, as provided. (Based on 09/19/2025 text)

Location:	09/19/2025 - Senate CHAPTERED	**Current Text:**	09/19/2025 - Chaptered
Introduced:	02/03/2025	**Last Amend:**	09/10/2025

SB 257 Wahab, D HTML PDF

PARENT Act.

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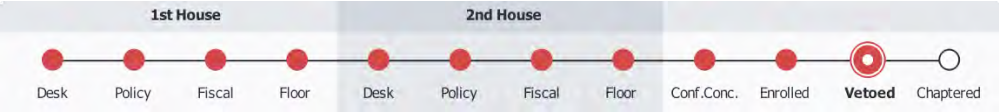

Bill information

Status: 10/13/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Current law provides for the regulation of disability insurers by the Department of Insurance. Current law requires a health care service plan or disability insurer to allow an individual to enroll in or change their health benefit plan as a result of a specified triggering event. This bill, the PARENT Act, would make pregnancy a triggering event for purposes of enrollment or changing a health benefit plan. Because a willful violation of this provision by a health care service plan would be a crime, the bill would impose a state-mandated local program. (Based on 09/12/2025 text)

Location: 10/13/2025 - Senate VETOED
Current Text: 10/13/2025 - Vetoed
Introduced: 02/03/2025
Last Amend: 09/04/2025

SB 258 Wahab, D HTML PDF

Crimes: rape.

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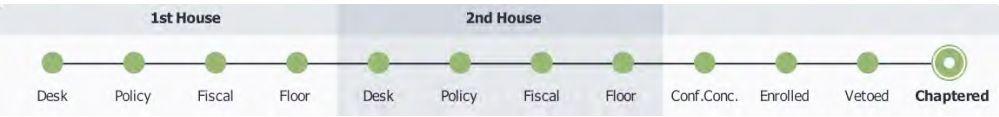

Bill information

Status: 10/11/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 599, Statutes of 2025.

Summary: Current law defines rape as an act of sexual intercourse accomplished under certain circumstances, including with a person not the spouse of the perpetrator where the person is incapable of giving legal consent because of a mental disorder or developmental or physical disability. This bill would remove the spousal exception from this definition of rape. (Based on 10/11/2025 text)

Location: 10/11/2025 - Senate CHAPTERED
Current Text: 10/11/2025 - Chaptered
Introduced: 02/03/2025
Last Amend: 09/02/2025

SB 259 Wahab, D HTML PDF

Fair Online Pricing Act.

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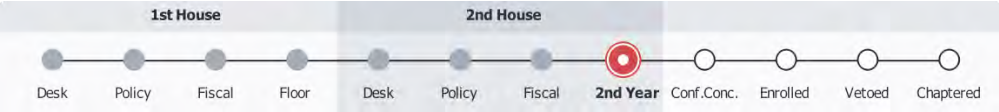

Bill information

Status: 09/12/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2025)(May be acted upon Jan 2026)

Summary:	The California Consumer Privacy Act of 2018 grants to a consumer various rights with respect to personal information that is collected by a business, as defined, including the right to request that a business delete personal information about the consumer that the business has collected from the consumer and to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. This bill, the Fair Online Pricing Act, would, subject to specified exceptions, prohibit a price offered to a consumer through the consumer's online device, as defined, from being generated in whole, or in part, based on any of certain input data, including the presence or absence of any software on the online device. (Based on 09/09/2025 text)

Location:	09/12/2025 - Assembly 2 YEAR	**Current Text:**	09/09/2025 - Amended
Introduced:	02/03/2025 (Spot bill)	**Last Amend:**	09/09/2025

SB 260 **Wahab, D** HTML PDF

Unmanned aircraft.

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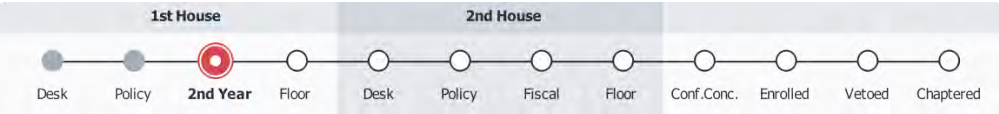

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)
Summary:	Would make it an infraction to intentionally or knowingly operate an unmanned aircraft over or to come within either a specified distance or a distance that would interfere with the operations of a critical infrastructure facility, as defined, with specified exceptions, including that the operator is a governmental entity acting in their capacity as a regulator or the operator has the written consent of the owner or operator of the facility. The bill would make it an infraction to intentionally or knowingly operate an unmanned aircraft over or to come within either a specified distance or a distance that would interfere with the operations of specified property in the City of Sacramento in which the State Capitol is located, with specified exceptions, including if a person is acting with the express authorization of the Joint Rules Committee of the Legislature, and would require the Joint Rules Committee to establish related policies in consultation with the Department of the California Highway Patrol. By creating new crimes, this bill would impose a state-mandated local program. (Based on 04/29/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	04/29/2025 - Amended
Introduced:	02/03/2025	**Last Amend:**	04/29/2025

SB 261 **Wahab, D** HTML PDF

Division of Labor Standards Enforcement: orders, decisions, and awards.

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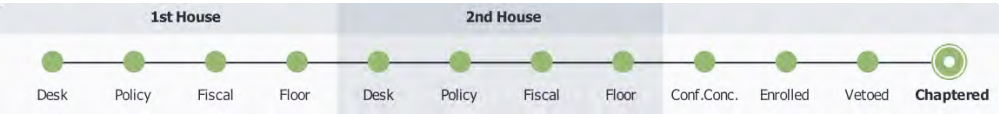

Bill information

Status:	10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 747, Statutes of 2025.
Summary:	Current law authorizes the Labor Commissioner to investigate employee complaints and to provide for a hearing in any action to recover wages, penalties, and other demands for

compensation, as specified. Current law provides that the judgment creditor, or the commissioner, as assignee of the judgment creditor, is entitled to court costs and reasonable attorney's fees for enforcing the judgment, as specified. This bill would instead require that the judgment creditor, or the Labor Commissioner or public prosecutor as assignee of the judgment creditor, be awarded the above-described court costs and reasonable attorney's fees. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/03/2025	**Last Amend:**	09/02/2025

SB 262 **Wahab, D** **HTML** **PDF**

Housing element: prohousing designations: prohousing local policies.

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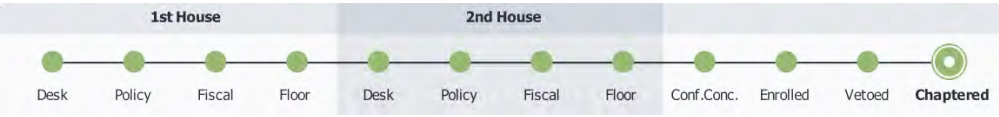

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 513, Statutes of 2025.

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. Current law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law requires that jurisdictions that are prohousing and that are in substantial compliance with specified provisions be awarded additional points or preference in the scoring of applications for specified state programs. Current law defines "prohousing local policies" for these purposes and specifies a nonexhaustive list of examples of those policies, including local financial incentives for housing and adoption of zoning allowing for use by right for residential and mixed-use development. This bill would include in the definition of "prohousing local policies" policies that keep people housed, and would include additional examples of prohousing local policies under the above-described provisions, as specified. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/03/2025	**Last Amend:**	09/03/2025

SB 272 **Becker, D** **HTML** **PDF**

San Mateo County Transit District: job order contracting: pilot program.

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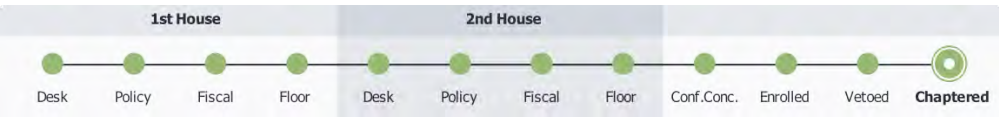

Bill information

Status: 10/03/2025 - Chaptered by Secretary of State - Chapter 310, Statutes of 2025

Summary: The Local Agency Public Construction Act sets forth procedures that a local agency is required to follow when procuring certain services or work. The act also sets forth specific public contracting requirements for certain transit districts, including the San Mateo County Transit District for construction work contracts. The act authorizes certain local agencies, including school districts and community college districts, to engage in job order contracting, as prescribed. This bill would establish a pilot program to authorize the San Mateo County Transit District to use job order contracting as a procurement method. The bill would impose a $5,000,000 cap on awards under a single job order contract and a $1,000,000 cap on any single job order. The bill would limit the term of an initial contract to a maximum of 12 months, with extensions as prescribed. The bill would establish various procedures and requirements for the use of job order contracting under the pilot program. The bill would require the district, on or before January 1, 2030, to submit to the appropriate policy and fiscal committees of the Legislature a report on the use of job order contracting under the bill. The pilot program would be repealed on January 1, 2032. (Based on 10/03/2025 text)

Location:	10/03/2025 - Senate CHAPTERED	**Current Text:**	10/03/2025 - Chaptered
Introduced:	02/04/2025	**Last Amend:**	08/20/2025

SB 285 **Becker, D** HTML PDF

Net zero greenhouse gas emissions goal: carbon dioxide removal: regulations.

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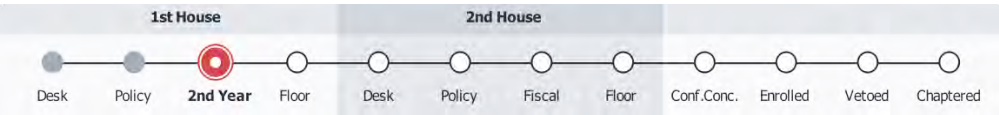

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. Current law requires the state board, as part of its scoping plan, to establish specified carbon dioxide removal targets for 2030 and beyond. Current law, the California Climate Crisis Act, declares the policy of the state both to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. This bill would, for the purpose of meeting, or tracking progress against, any state requirement to achieve net zero emissions of greenhouse gases, authorize only qualified carbon dioxide removal, as defined, to be used to counterbalance the state's or an entity's greenhouse gas emissions and would require qualified carbon dioxide removal used for those purposes to meet certain requirements, as specified. (Based on 03/25/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	03/25/2025 - Amended
Introduced:	02/05/2025	**Last Amend:**	03/25/2025

SB 306 **Becker, D** HTML PDF

Health care coverage: prior authorizations.

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Bill information

Status: 10/06/2025 - Chaptered by Secretary of State - Chapter 408, Statutes of 2025

Summary: Current law provides for the regulation of health insurers by the Department of Insurance. Existing law generally authorizes a health care service plan or health insurer to use prior authorization and other utilization review or utilization management functions, under which a licensed physician or a licensed health care professional who is competent to evaluate specific clinical issues may approve, modify, delay, or deny requests for health care services based on medical necessity. Current law requires a health care service plan or health insurer, including those plans or insurers that delegate utilization review or utilization management functions to medical groups, independent practice associations, or to other contracting providers, to comply with specified requirements and limitations on their utilization review or utilization management functions. This bill would require the departments to issue instructions on or before July 1, 2026, to health care service plans and health insurers to report statistics regarding covered health care services subject to prior authorization and the percentage rate at which they are approved or modified, among other things. The bill would require a health care service plan or health insurer to report those statistics, including information from another entity to which the plan or insurer delegates responsibility for prior authorization decisions, to the appropriate department on or before December 31, 2026. The bill would require the departments to evaluate these reports, identify the health care services approved at a rate that meets or exceeds the threshold rate of 90%, and, on or before July 1, 2027, publish a list of the services identified. Beginning on the date specified by the relevant department, but no later than January 1, 2028, the bill would require a plan or insurer, or its delegated entities, to cease requiring prior authorization for the most frequently approved covered health care services. The bill would authorize a plan or insurer to reinstate prior authorization for a specific health care provider if it determines that the provider has engaged in fraudulent activity or clinically inappropriate care, as specified. (Based on 10/06/2025 text)

Location:	10/06/2025 - Senate CHAPTERED	**Current Text:**	10/06/2025 - Chaptered
Introduced:	02/10/2025	**Last Amend:**	09/04/2025

SB 318 Becker, D HTML PDF

Air pollution: stationary sources: best available control technology.

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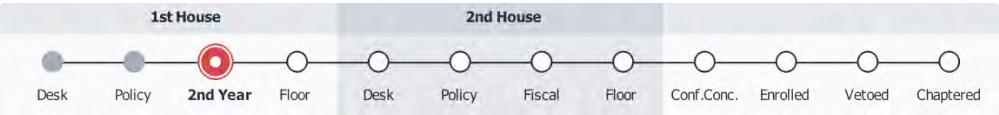

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Summary: Current law authorizes air districts to establish a permit system to require, with specified exceptions, that a person obtain a permit before constructing or operating any article, machine, equipment, or contrivance that may cause the issuance of air contaminants. Existing law prohibits an air district from issuing a permit to a Title V source, as defined, if the Administrator of the United States Environmental Protection Agency objects to its issuance, as specified. Current law requires each district with moderate, serious, or severe air pollution to include

certain measures in its plan to attain state ambient air quality standards, including the use of best available control technology for any new or modified stationary source, and the use of best available retrofit control technology for all existing stationary sources, under certain circumstances, as prescribed. Under the federal Clean Air Act, a new or modified major stationary source is required to meet various requirements in order to obtain a permit to operate, including a requirement that the source employs best available control technology on its emission-emitting equipment. This bill would establish definitions for the terms “best available control technology” and “best available retrofit control technology” for purposes of the laws governing air pollution and would set forth various requirements for the determination of best available control technology. The bill would require an air district to submit a proposed permit for a Title V source to the executive officer of the state board. The bill would require the executive officer to review the permit and, if the executive officer determines that the permit does not to comply with the federal Clean Air Act or state law governing air pollution, to object to the issuance of that permit. If the executive officer objects to the issuance of a permit, the bill would prohibit the air district from finalizing that permit without revising it to address the objection to the satisfaction of the executive officer. The bill would also authorize any person to petition the executive officer to object to a proposed Title V permit within 30 days of the executive officer’s receipt of the proposed permit, as specified. (Based on 04/24/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	04/24/2025 - Amended
Introduced:	02/11/2025	**Last Amend:**	04/24/2025

SB 326 Becker, D HTML PDF

Wildfire safety: fire protection building standards: defensible space requirements: The California Wildfire Mitigation Strategic Planning Act.

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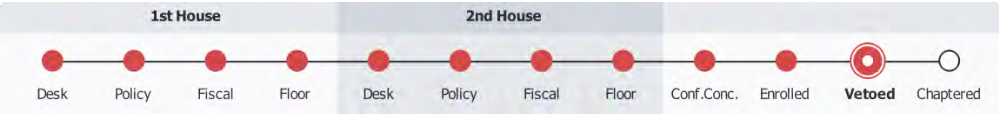

Bill information

Status:	10/11/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.
Summary:	Current law establishes the Office of the State Fire Marshal in the Department of Forestry and Fire Protection and establishes the Deputy Director of Community Wildfire Preparedness and Mitigation within the office. Current law makes the deputy director responsible for fire preparedness and mitigation missions of the department, as provided. Current law requires the department to establish a local assistance grant program for fire prevention and home hardening education activities in California and specifies eligible activities under the local assistance grant program, as provided. Under current law, funding for this local assistance grant program is contingent upon an appropriation by the Legislature. This bill would require the deputy director, on or before January 1, 2027, and every 3 years thereafter, in consultation with the state hazard mitigation officer, as defined, to prepare a Wildfire Risk Mitigation Planning Framework sufficient to quantitatively evaluate wildfire risk mitigation actions, as provided. The bill would require the framework to allow for geospatial evaluation and comparison of wildfire risk mitigation actions, as defined, sufficient to direct coordinated mitigation efforts and long-term collaborative mitigation planning. (Based on 09/17/2025 text)

Location:	10/11/2025 - Senate VETOED	**Current Text:**	10/11/2025 - Vetoed
Introduced:	02/11/2025	**Last Amend:**	09/04/2025

SB 332 Wahab, D HTML PDF

Investor-Owned Utilities Accountability Act.

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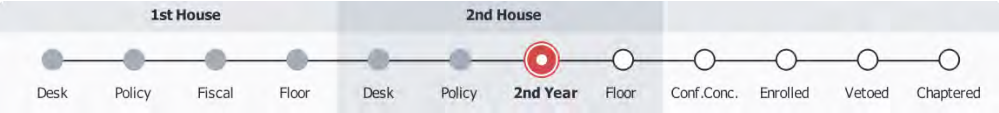

Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Would require the State Energy Resources Conservation and Development Commission to select a research institute, as defined, to conduct a comparative analysis of the benefits and challenges of transitioning the electrical corporations to a public entity, nonprofit public benefit corporation, or mutual benefit corporation in order to identify a recommended model, as provided. The bill would require the research institute to complete the analysis on or before January 1, 2029, and, upon completion, to submit the analysis to the Legislature and the Energy Commission. The bill would require the Energy Commission to make a draft of the analysis available to the public for comment before submitting the final draft to the Legislature and would limit the cost of conducting the analysis to $5,000,000. This bill would require the research institute to conduct the first phase of the comparative analysis and to submit an interim report, on or before December 31, 2026, to the Energy Commission on threshold legal issues, as provided. The bill would require the Energy Commission to convene a group of state attorneys from the legal departments of state agencies that regulate electrical corporations to advise the research institute on the first phase of the comparative analysis, as specified. (Based on 07/14/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/14/2025 - Amended
Introduced:	02/12/2025	**Last Amend:**	07/14/2025

SB 338 **Becker, D** **HTML** **PDF**

Virtual Health Hub for Rural Communities Pilot Program.

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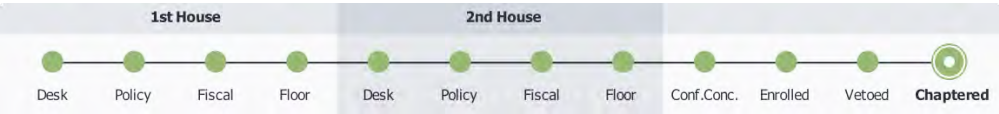

Bill information

Status: 10/03/2025 - Chaptered by Secretary of State - Chapter 311, Statutes of 2025

Summary: Would establish the Virtual Health Hub for Rural Communities Pilot Program and would require the State Department of Public Health to administer the program to expand access to health services for farmworkers in rural communities. The bill would require the department to distribute grants to partnerships of 2 separate community-based organizations, except as specified, to establish and deploy virtual health hubs, as defined, and to administer the program and to provide technical assistance to the grant recipients for any licensing or reporting requirements necessary to fulfill the program obligations. The bill would outline criteria for the grants and require the department to give priority to community-based organizations that meet specified criteria, including, but not limited to, a history of serving medically underserved communities. The bill would require the grant recipients, among other things, to deploy virtual health hubs, as defined, in 2 rural communities based on farmworker population and access to health care and to submit specified information on the program to the department. Under the bill, the virtual health hubs would include, at a minimum, computers, Wi-Fi, cubicles for virtual visits, and exam rooms for telemedicine. The bill would create the Virtual

Health Hub Fund and would condition implementation of these provisions on no General Fund moneys being used, there being a minimum of $2,000,000 in the fund, and the department posting a notice on its internet website. The bill would also require the department, 2 years after the notice is posted on the internet website, to submit a report to the Legislature, and post to its internet website, specified information provided by the grant recipients, including age ranges and type of health services accessed by the people served. (Based on 10/03/2025 text)

Location:	10/03/2025 - Senate CHAPTERED	**Current Text:**	10/03/2025 - Chaptered
Introduced:	02/12/2025	**Last Amend:**	07/03/2025

SB 358 **Becker, D** **HTML** **PDF**

Mitigation Fee Act: mitigating vehicular traffic impacts.

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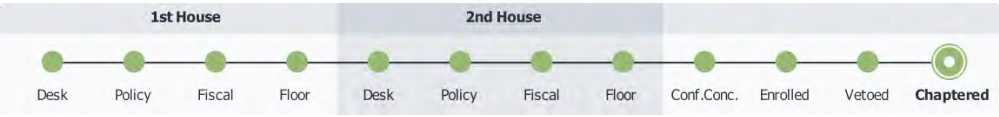

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 515, Statutes of 2025.

Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for that fee, if the housing development satisfies all of certain prescribed characteristics, to reflect a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without the prescribed characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with those characteristics, would not generate fewer automobile trips than a housing development without those characteristics. This bill would require those findings to be supported by substantial evidence in the record before or as part of the housing development project approval process. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/12/2025	**Last Amend:**	07/07/2025

SB 361 **Becker, D** **HTML** **PDF**

Data brokers: data collection and deletion.

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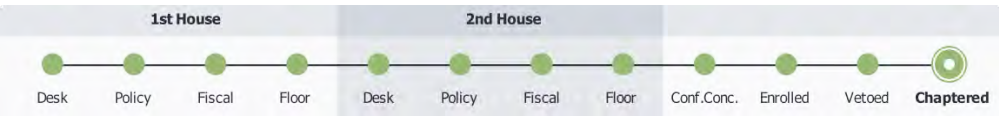

Bill information

Status: 10/08/2025 - Chaptered by Secretary of State - Chapter 466, Statutes of 2025

Summary: The California Consumer Privacy Act of 2018 (CCPA) grants a consumer various rights with respect to personal information that is collected or sold by a business, including the right to request that a business disclose specified information that has been collected about the consumer, to request that a business delete personal information about the consumer that the

business has collected from the consumer, and to direct a business not to sell or share the consumer's personal information, as specified. The CCPA defines various terms for these purposes. The California Privacy Rights Act of 2020 (CPRA), approved by the voters as Proposition 24 at the November 3, 2020, statewide general election, amended, added to, and reenacted the CCPA and establishes the California Privacy Protection Agency (agency) and vests the agency with full administrative power, authority, and jurisdiction to enforce the CCPA. Current law requires a data broker to register with the agency, and defines "data broker" to mean a business that knowingly collects and sells to third parties the personal information of a consumer with whom the business does not have a direct relationship, subject to specified exceptions. Current law requires a data broker, in registering with the agency, to pay a registration fee in an amount determined by the agency and provide specified information, including, among other things, the name of the data broker and its primary physical, email, and internet website addresses, and whether the data broker collects the personal information of minors, consumers' precise geolocation, or consumers' reproductive health care data. This bill would require a data broker to provide additional information to the agency, including whether the data broker collects consumers' names, dates of birth, ZIP Codes, email addresses, phone numbers, login or account information, various government identification numbers, mobile advertising, connected television, or vehicle identification numbers, citizenship data, union membership status, sexual orientation status, gender identity and gender expression data, and biometric data. (Based on 10/08/2025 text)

Location:	10/08/2025 - Senate CHAPTERED	**Current Text:**	10/08/2025 - Chaptered
Introduced:	02/13/2025	**Last Amend:**	08/26/2025

SB 381 Wahab, D HTML PDF

Residential rental properties: fees.

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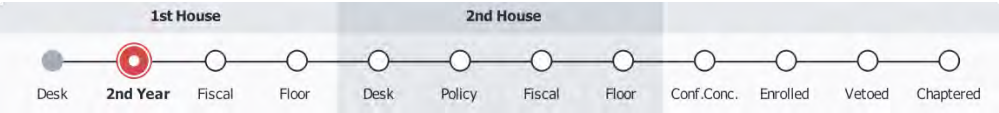

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was JUD. on 2/26/2025)(May be acted upon Jan 2026)

Summary: Would enact the Fair Rental Act of 2025. The bill would prohibit a landlord or their agent from charging certain fees, including, any fee that is not specified in the rental agreement, a processing fee, including a convenience fee or a check cashing fee, for the payment of rent or any other fees or deposits, or a fee for a tenant to own a household pet. The bill would also prohibit a landlord or their agent from charging a late fee for the late payment of rent that is more than 2% of the monthly rental rate, and would prohibit the late fee from being charged unless the rent is overdue by 7 days or more. Under the bill, if a landlord or their agent charges and collects a fee from a tenant that is not authorized by law, the landlord or their agent would be liable to the tenant in a civil action for the cost of the fee, plus 5% interest compounded daily from the date the fee was collected. (Based on 02/14/2025 text)

Location:	05/08/2025 - Senate 2 YEAR	**Current Text:**	02/14/2025 - Introduced
Introduced:	02/14/2025		

SB 384 Wahab, D HTML PDF

Preventing Algorithmic Price Fixing Act: prohibition on certain price-setting algorithm uses.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Current law governs various business practices in this state, including certain laws relating to the use of technology. The Cartwright Act identifies certain acts that are unlawful restraints of trade and unlawful trusts and prescribes provisions for its enforcement through civil actions. This bill, the Preventing Algorithmic Price Fixing Act, would prohibit a person from selling, licensing, providing, or using a price-setting algorithm, as defined, with the intent or reasonable expectation that it be used by 2 or more competitors, as defined, in the same market if the person knows or should know that the algorithm processes nonpublic data, as defined, to set either: (1) a price or supply level of a good or service or (2) a rent or occupancy level of rental property. The bill would provide a user of a price-setting algorithm an affirmative defense to liability if the user exercised reasonable due diligence, as specified. The bill would authorize the Attorney General or a district attorney, city attorney, or county counsel to file a civil action for violations of these provisions, as specified, including for a civil penalty of up to $1,000 per violation, as specified. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/17/2025 - Amended
Introduced:	02/14/2025	**Last Amend:**	07/17/2025

SB 390 Becker, D HTML PDF

Community facilities district: inclusion or annexation of territory: County of San Mateo.

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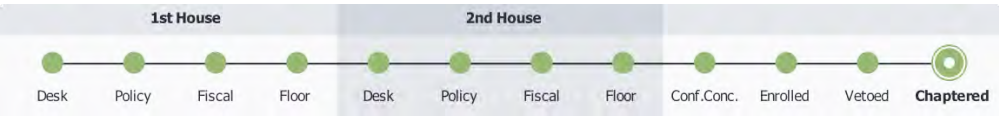

Bill information

Status: 10/11/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 652, Statutes of 2025.

Summary: The Mello-Roos Community Facilities Act of 1982 authorizes the legislative body of a local agency, as defined, to create a community facilities district to finance specified types of services within an area. Current law prohibits a territory that is dedicated or restricted to agricultural, open-space, or conservation uses from being included within or annexed to a specified community facilities district without the landowner's consent. This bill would, notwithstanding those prohibitions, specify that for territory that is located within the regional shoreline of the County of San Mateo, the consent of a landowner is not required, if specified conditions are met. (Based on 10/11/2025 text)

Location:	10/11/2025 - Senate CHAPTERED	**Current Text:**	10/11/2025 - Chaptered
		Last Amend:	08/20/2025
Introduced:	02/14/2025		

SB 400 Cortese, D HTML PDF

Labor: elective compensation under the Inflation Reduction Act of 2022.

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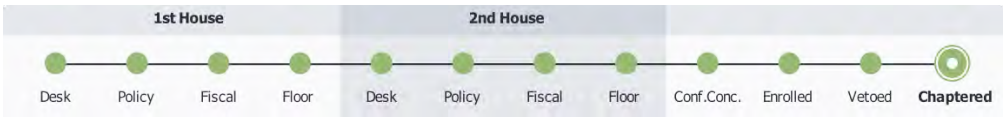

Bill information

Status: 10/01/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 220, Statutes of 2025.

Summary: Current law, with certain exceptions, establishes 8 hours as a day's work and a 40-hour workweek, and requires payment of prescribed overtime compensation for additional hours worked. Current law requires a person who unlawfully withholds wages due an employee, as provided, to be subject to specified civil penalties. Current law charges the Labor Commissioner with enforcement of these provisions. Current law defines "public works," for purposes of regulating public works contracts, as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds. Current law further requires that, except as specified, not less than the general prevailing rate of per diem wages be paid to workers employed on public works and imposes misdemeanor penalties for a violation of this requirement. Current law provides that for the purposes of provisions of law relating to the payment of prevailing wages, "public works" includes specified types of construction, alteration, demolition, installation, and repair work. Existing law, the Labor Code Private Attorneys General Act of 2004, authorizes an aggrieved employee to recover through a civil action a civil penalty that may be assessed and collected by the Labor and Workforce Development Agency, as specified. This bill would, until January 1, 2029, authorize a taxpayer, employer, contractor, or subcontractor to make an elective retroactive wage payment, as defined, to workers who performed work on a qualified renewable clean energy facility pursuant to the Inflation Reduction Act of 2022 (Public Law 117-169) if certain requirements are met, including, among others, that the facility is not a public works project, as defined, and would not otherwise be subject to the Davis-Bacon Act, as specified. The bill would specify that those provisions do not apply to, among others, violations of any other provision of law unrelated to the payment of retroactive prevailing wage correction payments in connection with the application for federal tax benefits pursuant to the Inflation Reduction Act of 2022. (Based on 10/01/2025 text)

Location:	10/01/2025 - Senate CHAPTERED	**Current Text:**	10/01/2025 - Chaptered
Introduced:	02/14/2025	**Last Amend:**	09/03/2025

SB 429 **Cortese, D** **HTML** **PDF**

Wildfire Safety and Risk Mitigation Program.

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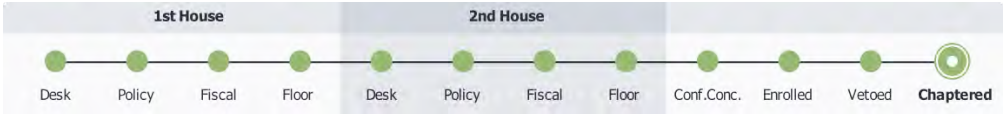

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 541, Statutes of 2025.

Summary: Current law creates the Department of Insurance and prescribes the department's powers and duties. Current law generally regulates the business of insurance in the state, including the underwriting and ongoing monitoring of insured risks. Current law generally requires an insurer or insurance producer to have underwriting guidelines that establish the criteria and process under which an insurer makes its decision to provide or to deny coverage. Current law requires

an admitted insurer with written California premiums totaling $10,000,000 or more, to submit a report, as specified, to the commissioner with specified fire risk information on its residential property policies. Current law requires the commissioner to post on the department's internet website a report on wildfire risk compiled from data collected from specified insurers. This bill, upon appropriation for these purposes, would establish the Wildfire Safety and Risk Mitigation Program to fund the development, demonstration, and deployment of a public wildfire catastrophe model, as defined, and to provide grant funding to one or more universities for eligible projects with specified criteria for the purpose of creating a research and educational center responsible for developing, demonstrating, and deploying a public wildfire catastrophe model that provides significant wildfire safety benefits to California communities and assists alignment of federal, state, and local wildfire risk reduction efforts. The bill would create the Wildfire Safety and Risk Mitigation Account within the Insurance Fund for these purposes. The bill, also upon appropriation for these purposes, would require the department to create a framework and multiyear plan with available data for the development, demonstration, and deployment of a public wildfire catastrophe model that includes specified information and to publish the plan on the department's internet website. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/18/2025	**Last Amend:**	09/02/2025

SB 433 **Wahab, D** **HTML** **PDF**

Residential care facilities for the elderly: assisted living waiver rental rate protection.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Current law provides for the Medi-Cal program, administered by the State Department of Health Care Services, under which qualified low-income persons are provided with health care services. This bill would prohibit a residential care facility for the elderly that is contracted to receive Medi-Cal reimbursement for services provided to a resident enrolled in Medi-Cal from charging that resident a room and board rate exceeding the difference between their income, as defined, and the personal and incidental needs allowance set by the department for recipients of SSI/SSP in nonmedical out-of-home care. By creating a new crime, this bill would impose a state-mandated local program. This bill would, for the purposes of determining Medi-Cal eligibility, exclude the difference between the resident's income and the rate charged by a residential care facility for the elderly and retained by the resident from countable income. The bill would state that the exclusion does not apply to the portion of the difference retained by the resident that exceeds the personal and incidental needs allowance set by the department for recipients of SSI/SSP in nonmedical out-of-home care. Because counties are required to make Medi-Cal eligibility determinations, and this bill would alter Medi-Cal eligibility by changing the income disregard amounts and would increase the responsibility of counties in determining Medi-Cal eligibility, the bill would impose a state-mandated local program. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/17/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	07/17/2025

SB 434 Wahab, D HTML PDF

Residential care facilities for the elderly: housing protections.

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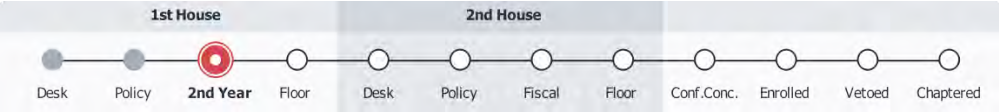

Bill information

Status:	05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)
Summary:	Current law provides for the licensure and regulation of residential care facilities for the elderly (RCFEs) by the State Department of Social Services. Under current law, a licensee of an RCFE that sends a notice of eviction to a resident is required to include in that notice specified information, including the effective date of the eviction and resources available to assist the resident in identifying alternative housing. Under current law, the RCFE is also required to notify, or mail a copy of the notice to quit to, the resident's responsible person. Current law requires that a licensee of an RCFE provide a resident with a 30-day notice of eviction, except where the department has approved the RCFE to provide a 3-day notice. This bill would extend the length of notice that a licensee is required to provide to a resident to 30, 60, or 90 days, depending on the length of the resident's residency in the RCFE, among other factors relating to nonpayment of the rate for basic services within 10 days of the due date. The bill would additionally require a licensee of an RCFE to include in a notice of eviction documentation of the licensee's reasonable efforts to create a safe discharge plan, and would require the plan to include a list of the resident's posteviction needs, goals, and preferences, and a list of discharge locations that meet specified criteria, such as being financially practicable for the resident. (Based on 04/01/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	04/01/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	04/01/2025

SB 435 Wahab, D HTML PDF

California Consumer Privacy Act of 2018: sensitive personal information.

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Bill information

Status:	07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was P. & C.P. on 6/27/2025)(May be acted upon Jan 2026)
Summary:	The California Consumer Privacy Act of 2018 grants to a consumer various rights with respect to personal information that is collected by a business, including the right to direct a business that collects sensitive personal information about the consumer to limit its use of the consumer's sensitive personal information, as defined, to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services, to perform certain other services, and as authorized by certain regulations. The California Privacy Rights Act of 2020, amended, added to, and reenacted the CCPA and establishes the California Privacy Protection Agency and vests the agency with full administrative power, authority, and jurisdiction to enforce the CCPA. Current law provides that sensitive personal information that is publicly available, as defined, is not

considered sensitive personal information or personal information. This bill would remove that provision regarding publicly available sensitive personal information. (Based on 06/23/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Current Text:**	06/23/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	06/23/2025

SB 436 **Wahab, D** HTML PDF

Unlawful detainer: notice to terminate tenancy.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 6/9/2025)(May be acted upon Jan 2026)

Summary: Current law prescribes summary procedures for actions to obtain possession of real property. Existing law authorizes a landlord to serve a notice of termination of tenancy on a tenant who is in default in the payment of rent. The notice must permit the tenant at least 3 days, excluding weekends and judicial holidays, to pay the amount that is in default and due. If the tenant does not pay the amount stated in the 3-day notice to pay rent or quit after its expiration, the landlord may file a complaint for unlawful detainer against the tenant to obtain possession of the premises. This bill would extend the notice period described above, to terminate a tenancy on a tenant who is in default in the payment of rent, to permit the tenant at least 14 days, excluding weekends and judicial holidays, to pay the amount that is in default and due. (Based on 06/18/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Current Text:**	06/18/2025 - Amended
Introduced:	02/18/2025	**Last Amend:**	06/18/2025

SB 457 **Becker, D** HTML PDF

Housing element compliance: Housing Accountability Act: housing disapprovals.

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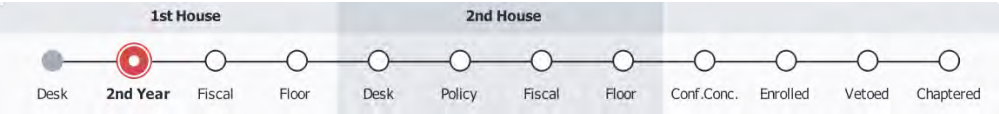

Bill information

Status: 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was HOUSING on 2/26/2025)(May be acted upon Jan 2026)

Summary: The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. Current law, commonly referred to as the housing element law, prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the housing element law, as specified. Current law within the Planning and Zoning Law, the Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-

income households or an emergency shelter unless the local agency makes written findings, based on a preponderance of the evidence, that one of 6 specified conditions exist. Among these conditions, the act allows a local agency to disapprove a housing development project that is inconsistent with the jurisdiction's zoning ordinances and general plan land use designation as it existed on the date the application was deemed complete, if the jurisdiction has adopted a revised housing element that is in substantial compliance with the housing element law, as specified. The act defines "deemed complete" for purposes of its provisions, until January 1, 2030, to mean that the applicant has submitted a preliminary application, as specified, or if the applicant has not submitted a preliminary application, the submission of a completed application, as specified. This bill, for the purpose of allowing a local agency to disapprove a housing development project that is inconsistent with the jurisdiction's zoning ordinances and general plan land use designation, as described above, would revise the definition of "deemed complete" to mean that the applicant submitted a complete application, as specified. (Based on 04/21/2025 text)

Location:	05/08/2025 - Senate 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	04/21/2025

SB 462 **Cortese, D** HTML PDF

California Farmland Conservancy Program: conservation easements: funding.

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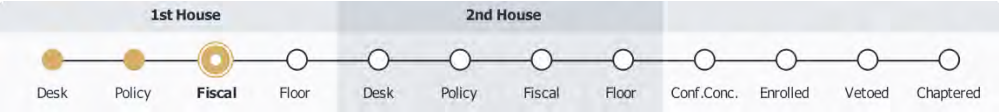

Bill information

Status: 05/23/2025 - May 23 hearing: Held in committee and under submission.

Summary: Existing law establishes the California Farmland Conservancy Program in the Department of Conservation and authorizes the program to offer financial assistance, including grants or contracts, for projects and activities on agricultural lands that support agricultural conservation and sustainable land management. Existing law creates the California Farmland Conservancy Program Fund and requires moneys in the fund, upon appropriation by the Legislature in the annual Budget Act, to be used for purposes of the program. Notwithstanding that provision, existing law continuously appropriates moneys in the fund from federal grants and gifts and donations to the department for purposes of the program. This bill would require the Controller to transfer $20,000,000 on July 1 of each fiscal year, commencing with the 2025–26 fiscal year, from the General Fund to the California Farmland Conservancy Program Funding Account, which the bill would create within the California Farmland Conservancy Program Fund. The bill would continuously appropriate moneys in the account to the department for expenditure as provided. The bill would require that the funding only be awarded for agricultural conservation easements on agricultural land, as defined. (Based on 04/10/2025 text)

Location:	04/21/2025 - Senate APPR. SUSPENSE FILE	**Current Text:**	04/10/2025 - Amended
		Last Amend:	04/10/2025
Introduced:	02/19/2025		

SB 468 **Becker, D** HTML PDF

High-risk artificial intelligence systems: duty to protect personal information.

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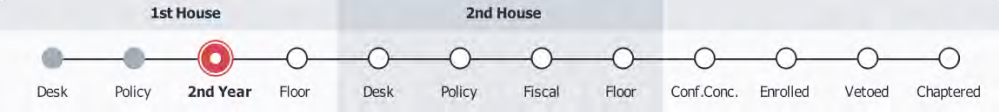

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Summary: The California Consumer Privacy Act of 2018 (CCPA) grants a consumer various rights with respect to personal information that is collected or sold by a business. The CCPA defines various terms for these purposes. The California Privacy Rights Act of 2020 (CPRA), approved by the voters as Proposition 24 at the November 3, 2020, statewide general election, amended, added to, and reenacted the CCPA and establishes the California Privacy Protection Agency (agency) and vests the agency with full administrative power, authority, and jurisdiction to enforce the CCPA. Current law requires, on or before January 1, 2026, and before each time thereafter that a generative artificial intelligence system or service, as defined, or a substantial modification to a generative artificial intelligence system or service, released on or after January 1, 2022, is made available to Californians for use, regardless of whether the terms of that use include compensation, a developer of the system or service to post on the developer's internet website documentation, as specified, regarding the data used to train the generative artificial intelligence system or service. This bill would impose a duty on a covered deployer, defined as a business that deploys a high-risk artificial intelligence system that processes personal information, to protect personal information held by the covered deployer, subject to certain requirements. In this regard, the bill would require a covered deployer whose high-risk artificial intelligence systems process personal information to develop, implement, and maintain a comprehensive information security program, as specified, that contains administrative, technical, and physical safeguards that are appropriate for, among other things, the covered deployer's size, scope, and type of business. (Based on 02/19/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	02/19/2025 - Introduced
Introduced:	02/19/2025		

SB 493 **Becker, D** HTML PDF

District agricultural associations: secretary-managers: compensation.

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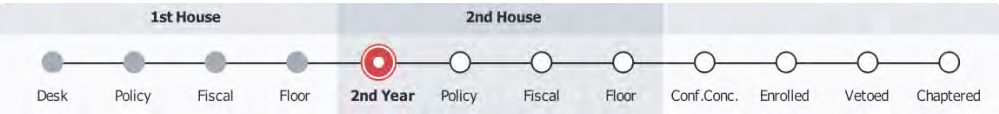

Bill information

Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was DESK on 8/29/2025)(May be acted upon Jan 2026)

Summary: Current law governs the apportionment of state funds to fairs within the network of California fairs, which includes, in general, the California Exposition and State Fair, district agricultural association fairs, county fairs, and citrus fruit fairs. Current law authorizes consideration of the classification of a fair seeking an apportionment of state funds when determining compensation for the fair's manager. This bill would revise and recast the determination of the compensation for fair managers by, among other things, doing all of the following: (1) renaming those fair managers as secretary-managers of district agricultural associations; (2) transferring the duty to fix the compensation for a secretary-manager, in an amount that is reasonably appropriate, to the Secretary of Food and Agriculture; (3) requiring the secretary to set a single salary range for the compensation of a secretary-manager and, in determining the salary range, on or

before January 1, 2027, and every 3 years thereafter, to conduct a salary survey of other state, regional, and local positions in similar industries and other relevant labor pools if the secretary receives funds from the fair industry for that purpose; (4) until the first survey, requiring the compensation for a secretary-manager to remain within certain existing ranges, regardless of fair classification; and (5) after the first survey, prohibiting the maximum salary limit of the salary range for a secretary-manager from exceeding the highest salary for a position comparable to a secretary-manager, as determined by the most recent survey, except for specifically required cost-of-living increases and authorized merit increases and increases for secretary-managers managing multiple districts. (Based on 06/25/2025 text)

Location:	09/11/2025 - Assembly 2 YEAR	**Current Text:**	06/25/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	06/25/2025

SB 494 **Cortese, D** HTML PDF

Charter schools: establishment prohibition and renewal procedures.

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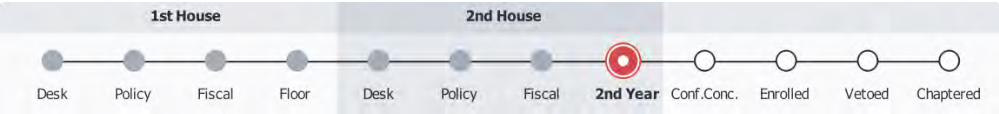

Bill information

Status: 09/13/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)

Summary: The Charter Schools Act of 1992 authorizes the establishment, operation, and governance of charter schools. Current law authorizes a charter school that has an approved charter to receive funding for nonclassroom-based instruction only if a determination for funding is made by the State Board of Education, as specified. The act prohibits, from January 1, 2020, to January 1, 2026, inclusive, the approval of a petition for the establishment of a new charter school offering nonclassroom-based instruction, as specified. This bill would extend that prohibition to continue through January 1, 2027. (Based on 09/09/2025 text)

Location:	09/13/2025 - Assembly 2 YEAR	**Current Text:**	09/09/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	09/09/2025

SB 498 **Becker, D** HTML PDF

County detention: juvenile facilities: commissary.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was PUB. S. on 6/16/2025)(May be acted upon Jan 2026)

Summary: Existing law requires that an inmate in a state prison who has maintained an inmate trust account with $25 or less for 30 consecutive days be deemed indigent and requires that an inmate who is indigent receive, among other things, basic supplies necessary for maintaining personal hygiene. This bill would require that indigent wards or detainees be provided basic hygiene products free of charge and require that those individuals have guaranteed access to hygiene products, upon their request. The bill would prohibit an indigent ward or detainee from being denied access to hygiene products as a disciplinary measure. The bill would prohibit

debt from being accrued as a result of the provision of hygiene products to indigent wards or detainees and would require any debt accrued for the provision of hygiene products prior to January 1, 2026, to be discharged. By expanding the duties of probation officers, this bill would impose a state-mandated local program. (Based on 05/23/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Current Text:**	05/23/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	05/23/2025

SB 522 **Wahab, D** HTML PDF

Housing: tenant protections.

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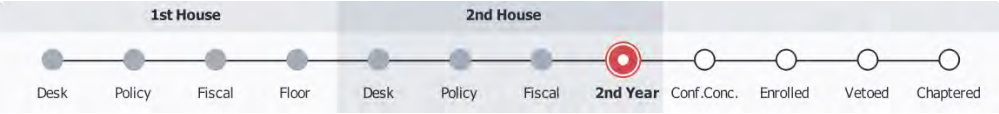

Bill information

Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/10/2025)(May be acted upon Jan 2026)

Summary: Current law governs the hiring of residential dwelling units. The Tenant Protection Act of 2019 prohibits, until January 1, 2030, an owner of residential real property from terminating the tenancy of certain tenants without just cause, either at-fault or no-fault of the tenant. The act exempts certain types of residential real properties from that prohibition, including, among others, housing that has been issued a certificate of occupancy within the previous 15 years. This bill would exclude housing built to replace a previous housing unit that was subject to the Tenant Protection Act of 2019, was substantially damaged or destroyed by a disaster, as defined, and was issued a certificate of occupancy before that housing unit was substantially damaged or destroyed, from the above-described exemption from the just cause requirements. (Based on 09/03/2025 text)

Location:	09/11/2025 - Assembly 2 YEAR	**Current Text:**	09/03/2025 - Amended
Introduced:	02/19/2025	**Last Amend:**	09/03/2025

SB 540 **Becker, D** HTML PDF

Independent System Operator: independent regional organization: California Renewables Portfolio Standard Program.

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Bill information

Status: 09/09/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was U. & E. on 7/10/2025)(May be acted upon Jan 2026)

Summary: Current law provides for the establishment of an Independent System Operator (ISO) as a nonprofit public benefit corporation and requires the ISO to ensure efficient use and reliable operation of the electrical transmission grid consistent with achieving planning and operating reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Council. The Clean Energy and Pollution Reduction Act of 2015 provides for the transformation of the ISO into a regional organization, with the approval of the Legislature, pursuant to a specified process. That process provides that modifications to the ISO's governance structure, through changes to its bylaws or other

corporate governance documents, will not become effective until the ISO, the Public Utilities Commission (PUC), the State Energy Resources Conservation and Development Commission (Energy Commission), the State Air Resources Board (state board), the Governor, and the Legislature take specified actions on or before January 1, 2019. This bill would delete the above-described provisions providing for the transformation of the ISO into a regional organization. The bill would authorize the ISO and the electrical corporations that are participating transmission owners whose transmission systems are operated by the ISO to use voluntary energy markets governed by an independent regional organization, only if specified requirements are satisfied. The bill would authorize the ISO, on or after January 1, 2028, to implement tariff modifications accepted by the Federal Energy Regulatory Commission to operate the energy markets whose rules are governed by an independent regional organization if the governing board of the ISO adopts a resolution, as specified, finding that each of the specified requirements have been, or will be, adopted by the independent regional organization. (Based on 05/29/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Current Text:**	05/29/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	05/29/2025

SB 541 **Becker, D** HTML PDF

Electricity: load shifting.

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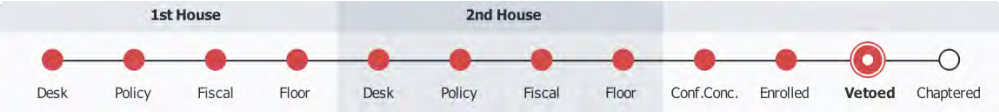

Bill information

Status: 10/03/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.

Summary: Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the specified entities, to adopt a biennial integrated energy policy report containing certain information in a specified format. Existing law requires the Energy Commission, in consultation with the Public Utilities Commission and the Independent System Operator, to adopt a goal for load shifting to reduce net peak electrical demand and adjust this target in each biennial integrated energy policy report thereafter. This bill would require the Energy Commission, in consultation with specified entities, to analyze the cost-effectiveness of specific load flexibility programs and other types of load-shifting interventions and identify both the approximate amount of load shifting and the cost-effectiveness of each type of load-shifting intervention in the next update to the biennial integrated energy policy report after January 1, 2027, as provided. The bill would require the Energy Commission, as part of each integrated energy policy report, to estimate each retail supplier's load-shifting potential, giving consideration to certain factors, as specified. The bill would require the Energy Commission, on or before July 1, 2028, and biennially thereafter, to analyze and publish the amount of load shifting that each retail supplier achieved in the prior calendar year. (Based on 09/17/2025 text)

Location:	10/03/2025 - Senate VETOED	**Current Text:**	10/03/2025 - Vetoed
Introduced:	02/20/2025	**Last Amend:**	09/05/2025

SB 545 **Cortese, D** HTML PDF

High-speed rail: economic opportunities.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Would require the Governor's Office of Business and Economic Development, on or before January 1, 2027, to commission a study on economic opportunities along the corridor of the California high-speed rail project, as defined, and other high-speed rail projects in California that are planned to directly connect to the California high-speed rail project, as provided, and to submit a progress report to the chairpersons of the Senate Committee on Transportation and the Assembly Committee on Transportation for input. The bill would require, on or before January 1, 2028, the study to be completed and a report on the study's findings and recommendations to be submitted to the appropriate policy and fiscal committees of the Legislature. The bill would require an infrastructure district, as defined, that uses its revenue to finance the construction of the high-speed rail project to dedicate a majority of its revenue to infrastructure projects within the jurisdiction of the local agencies that establish the district. (Based on 06/27/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	06/27/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	06/27/2025

SB 550 **Cortese, D** **HTML** **PDF**

California State University, San Jose: legal partnership pilot program.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Would authorize the Trustees of the California State University to establish a legal education pilot program, consisting of the California State University, San Jose, and a law school accredited by the Committee of Bar Examiners of the State Bar of California as an independent nonprofit institution, to operate for a period of 6 academic years. The bill would require the legal education pilot program to commence only if the trustees approve the program, the governing board of the law school approves the program, and the law school has been continuously accredited for a minimum of 5 years before the first cohort graduates from a joint degree program. The bill would authorize the California State University, San Jose, as part of the legal education pilot program, to partner with the nonprofit law school to jointly award a juris doctor degree and to jointly provide certificate and legal education programs at the undergraduate level. The bill would require the California State University, San Jose, and the nonprofit law school to submit certain information, including an administrative plan and enrollment projections, to the trustees and the governing board of the law school before the trustees and governing board vote to approve the pilot program. The bill would require the Legislative Analyst's Office to conduct an interim evaluation and a final evaluation of the program, as provided. (Based on 07/09/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/09/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	07/09/2025

SB 551 **Cortese, D** **HTML** **PDF**

Corrections and rehabilitation: state policy.

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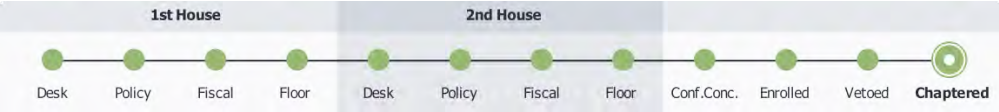

Bill information

Status: 10/01/2025 - Chaptered by Secretary of State - Chapter 225, Statutes of 2025

Summary: Would make legislative findings and declarations relating to corrections and rehabilitation, including, among others, that the Legislature recognizes that life in prison can never be the same as life in a free society, and that active steps should be taken to make conditions in prison as close to normal life as possible, aside from loss of liberty, to ensure that this normalization does not lead to inhumane prison conditions. The bill would direct the Department of Corrections and Rehabilitation to maintain a mission statement consistent with the principles of normalization and dynamic security, and would require the department to facilitate access for community-based programs. (Based on 10/01/2025 text)

Location:	10/01/2025 - Senate CHAPTERED	**Current Text:**	10/01/2025 - Chaptered
Introduced:	02/20/2025	**Last Amend:**	06/10/2025

SB 552 **Cortese, D** **HTML** **PDF**

Juveniles: wards: case plans.

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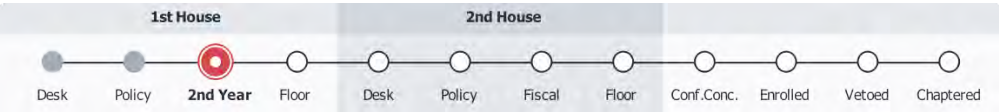

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Summary: Under existing law, a minor who is 12 to 17 years of age when they violate any criminal law in this state, except an ordinance establishing a curfew based solely on age, or a minor under 12 years of age if they commit certain serious offenses, is within the jurisdiction of the juvenile court, which may adjudge the person a ward of the court. Existing law requires, after finding that the minor is within the jurisdiction of the juvenile court, the court to hear evidence on the question of the proper disposition to be made of the minor and requires the court to receive in evidence a social study of the minor made by the probation officer. Existing law requires, when the probation officer recommends the minor to be placed in foster care, or if the minor is already in foster care placement or pending placement pursuant to an earlier order, the social study to include a case plan with specified components. This bill would also require a case plan, with specified components, to be developed and included in the social study in cases in which the probation officer recommends wardship and either does not recommend removal of the minor from their parent or guardian, or recommends commitment of the minor to a juvenile home, ranch, camp, forestry camp, or juvenile hall. The bill would also require the court to order a minor to comply with any case plan that is developed and to review the ward's progress toward meeting the goals in a case plan at a hearing no less than once every 6 months. By increasing the duties of county probation

officers, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 02/20/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	02/20/2025 - Introduced
Introduced:	02/20/2025		

SB 553 **Cortese, D** **HTML** **PDF**

Prisons: clearances.

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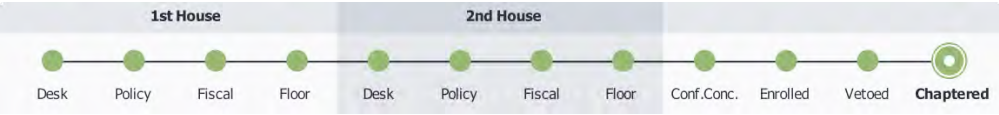

Bill information

Status:	10/01/2025 - Chaptered by Secretary of State - Chapter 226, Statutes of 2025
Summary:	Current law requires the Department of Corrections and Rehabilitation to conduct rehabilitative programming in a manner that meets specified requirements, including minimizing program wait times and offering a variety of program opportunities to inmates regardless of security level or sentence length. Current law establishes various clearance levels for program providers in state prisons, including short-term clearance, annual program provider clearance, and statewide program provider clearance, as defined. Current law establishes a procedure for a program provider to receive one of these clearances and an identification card to gain entry into the state prison and requires the department to provide state prisons with forms for program providers to obtain the clearances. This bill would expand these provisions to allow legal professionals and attorney support personnel, as defined, to apply for these clearances. The bill would revise the names of these clearances to annual gate clearances and short-term gate clearances. (Based on 10/01/2025 text)

Location:	10/01/2025 - Senate CHAPTERED	**Current Text:**	10/01/2025 - Chaptered
		Last Amend:	09/02/2025
Introduced:	02/20/2025		

SB 597 **Cortese, D** **HTML** **PDF**

Labor-related liabilities: direct contractor and subcontractor.

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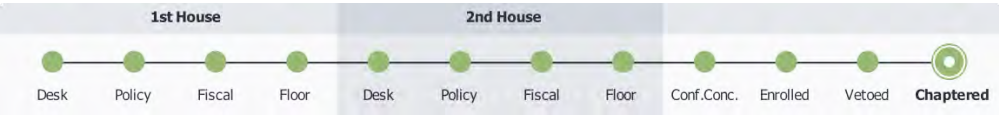

Bill information

Status:	10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 774, Statutes of 2025.
Summary:	Current law requires, for contracts entered into on or after January 1, 2022, a direct contractor making or taking a contract in the state for the erection, construction, alteration, or repair of a building, structure, or other private work, to assume, and be liable for, any debt owed to a wage claimant or third party on the wage claimant's behalf, incurred by a subcontractor at any tier acting under, by, or for the direct contractor for the wage claimant's performance of labor included in the subject of the contract between the direct contractor and the owner. Current law defines "direct contractor" for this purpose to mean a contractor that has a direct contractual relationship with an owner. This bill would apply the above-described provision to contracts entered into on or after January 1, 2022, and before January 1, 2026. The bill would instead

require, for contracts entered into on or after January 1, 2026, a direct contractor making or taking a contract in the state for the erection, construction, alteration, or repair of a building, structure, or other private work, to assume, and be liable for, any indebtedness for the performance of labor, as specified. The bill would prohibit a direct contractor from being held liable for the indebtedness with respect to fringe or other benefit contributions if they make contribution payments by joint check, as specified. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/20/2025	**Last Amend:**	09/02/2025

SB 600 **Cortese, D** **HTML** **PDF**

Public Employment Relations Board: powers and duties.

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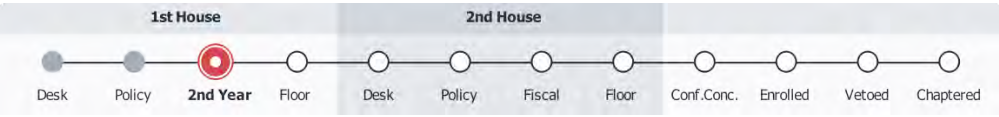

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Summary: Existing law gives public school employees the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Existing law establishes the Public Employment Relations Board and gives the board specified powers and duties relating to employer-employee relations. Existing law authorizes the board to conduct studies relating to employer-employee relations, including the collection, analysis, and making available of data relating to wages, benefits, and employment practices in public and private employment, and to recommend legislation. This bill would specifically authorize the board to conduct employer-employee relations studies concerning the impact on public employees of net-zero carbon emissions initiatives, including
collecting, analyzing, and making available related data. (Based on 02/20/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	02/20/2025 - Introduced
Introduced:	02/20/2025		

SB 602 **Cortese, D** **HTML** **PDF**

Veterinarians: veterinarian-client-patient relationship.

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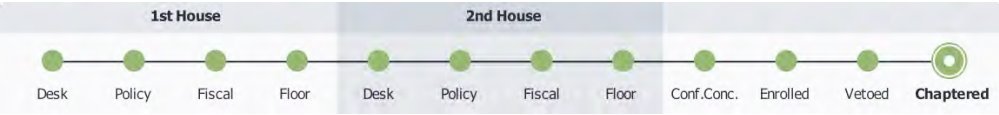

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 589, Statutes of 2025.

Summary: Current law authorizes a veterinarian to allow a registered veterinary technician to act as an agent of the veterinarian for the purpose of establishing the veterinarian-client-patient relationship to administer preventive or prophylactic vaccines or medications for the control or eradication of apparent or anticipated internal or external parasites by satisfying specified conditions, including, among other things, imposing different requirements relating to the

proximity of the veterinarian depending upon where the registered veterinarian technician is administering the vaccine or medication. Specifically, current law requires either that the veterinarian is physically present at the premises when the registered veterinary technician is working at a registered veterinary premises, or, if working at a location other than a registered veterinary premises, that the veterinarian is in the general vicinity or available by telephone and is quickly and easily available. This bill would revise the above-described condition to authorize a registered veterinary technician to administer the vaccine or medication in a registered veterinary premises that is a public animal control agency or shelter, private animal shelter, humane society shelter, or society for the prevention of cruelty to animals shelter when the veterinarian is in the general vicinity or available by telephone and is quickly and easily available. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/20/2025	**Last Amend:**	06/18/2025

SB 605 **Cortese, D** **HTML** **PDF**

State attorneys and administrative law judges: compensation.

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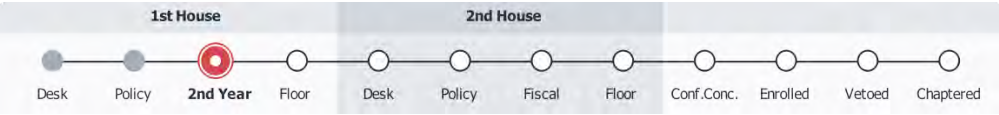

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/7/2025)(May be acted upon Jan 2026)

Summary: Existing law requires the Department of Human Resources to establish and adjust salary ranges for each class of position in the state civil service. This bill would require that the salaries of state attorneys and administrative law judges in State Bargaining Unit 2 be no less than the average salaries of public sector attorneys, as specified. The bill would require the Department of Human Resources to annually conduct a survey of salary structures by March 1 of each year, as specified, and determine the average salary of public sector attorneys for each attorney classification, including the minimum salaries for entry-level attorneys, intermediate classifications, and the most senior nonmanagerial attorneys, noninclusive of negotiated differentials. The bill would require that state administrative law judges have salaries not less than the maximum salary of state attorneys classified at a specified level. The bill would require the department to make a good faith offer of parity in salary with respect to public sector agency attorneys' and administrative law judges' salaries in any negotiations with the exclusive bargaining representative. The bill would provide that no state attorney or administrative law judge classification shall be reduced in salary as a result of these provisions. This bill contains other related provisions. (Based on 02/20/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	02/20/2025 - Introduced
Introduced:	02/20/2025		

SB 606 **Becker, D** **HTML** **PDF**

Homeless Housing, Assistance, and Prevention program: reporting requirements: functional zero unsheltered.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: This bill would enact the Functional Zero Act, which, beginning with the next round of Homeless Housing, Assistance, and Prevention (HHAP) program applications, or when updates to the regionally coordinated homeless action plan are next required to be submitted, would require an applicant to provide information relating to its efforts to address homelessness in its jurisdiction, including an assessment of what would be required for the applicant to achieve and maintain both functional zero, which the bill would define as a milestone indicating a community has measurably solved homelessness, as specified, and functional zero unsheltered, which the bill would define as a necessary milestone in the effort to achieve functional zero indicating that sufficient housing options of all types to accommodate a jurisdiction's unsheltered, chronically homeless population based on its most recent homeless point-in-time count. The bill would require, as part of the assessment of progress toward functional zero, applicants to include, at a minimum, an analysis of the number of housing units of all types needed to achieve functional zero in a jurisdiction, and as part of the assessment of progress toward functional zero unsheltered, a financial model assessing the needs for investment in prescribed areas and further analysis of, among other things, funding programs that provide housing or services to persons experiencing homelessness. (Based on 07/17/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/17/2025 - Amended
Introduced:	02/20/2025	**Last Amend:**	07/17/2025

SB 625 Wahab, D HTML PDF

Housing developments: disasters: reconstruction of destroyed or damaged structures.

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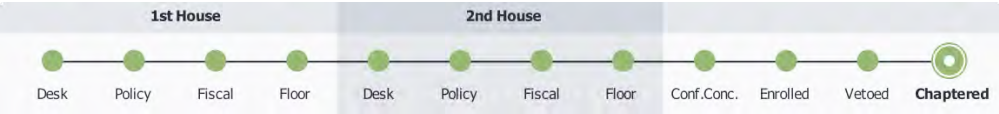

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 548, Statutes of 2025.

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Current law makes any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use, as specified, void and unenforceable. If the governing documents require association approval before a member may make a physical change to the member's separate interest or to the common area, current law requires an association to satisfy specified requirements, including to provide a fair, reasonable, and expeditious procedure for making its decision in reviewing and approving or disapproving a proposed physical change, as described above. This bill would make any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument, and any provision of a governing document,

void and unenforceable to the extent that it prohibits, or includes conditions that have the effect of prohibiting, a substantially similar reconstruction of a residential structure, as specified, that was destroyed or damaged in a disaster, as defined. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/20/2025 (Spot bill)	**Last Amend:**	09/02/2025

SB 653 **Cortese, D** HTML PDF

Wildfire prevention: environmentally sensitive vegetation management.

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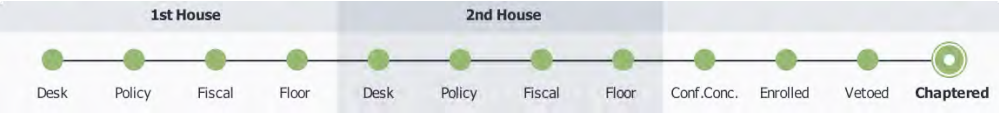

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 778, Statutes of 2025.

Summary: Current law requires the Department of Forestry and Fire Protection, in accordance with policies established by the State Board of Forestry and Fire Protection, to assist local governments in preventing future high-intensity wildland fires and instituting appropriate fuels management by making its wildland fire prevention and vegetation management expertise available to local governments, as provided. This bill would define an environmentally sensitive vegetation management project to mean vegetation management that reduces catastrophic wildfire risk over the long term while supporting native wildlife and biodiversity. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
Introduced:	02/20/2025 (Spot bill)	**Last Amend:**	06/25/2025

SB 681 **Wahab, D** HTML PDF

Housing.

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Bill information

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was H. & C.D. on 6/16/2025)(May be acted upon Jan 2026)

Summary: (1)Existing law, the Planning and Zoning Law, authorizes a local agency to provide for the creation of accessory dwelling units in single-family and multifamily residential zones by ordinance, and sets forth standards the ordinance is required to impose with respect to certain matters, including, among others, maximum unit size, parking, and height standards. Existing law authorizes a local agency to provide by ordinance for the creation of junior accessory dwelling units, as defined, in single-family residential zones and requires the ordinance to include, among other things, standards for the creation of a junior accessory dwelling unit, required deed restrictions, and occupancy requirements. This bill would prohibit fees and other financial requirements from being included in the above-described reasonable restrictions. (Based on 05/23/2025 text)

Location:	07/17/2025 - Assembly 2 YEAR	**Current Text:**	05/23/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	05/23/2025

SB 683 **Cortese, D** **HTML** **PDF**

Privacy: use of a person's name, voice, signature, photograph, or likeness: injunctive relief.

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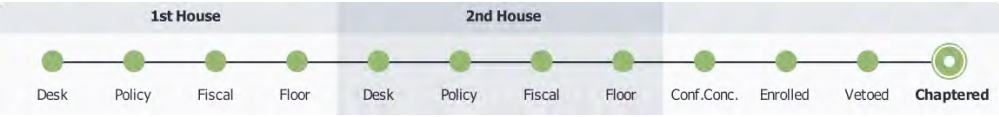

Bill information

Status: 10/10/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 590, Statutes of 2025.

Summary: Current law makes any person who knowingly uses another's name, voice, signature, photograph, or likeness in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services, without that person's prior consent liable for damages, as specified. This bill would provide that a party seeking relief pursuant to those provisions may also seek an injunction or temporary restraining order according to specified procedures. The bill would require the respondent to comply with the order within 2 business days from the day the order is served, unless otherwise required by the order, if the court grants the applicant a temporary restraining order without notice to the opposing party that requires the respondent to remove, recall, or otherwise cease the publication or distribution of the petitioner's name, voice, signature, photograph, or likeness. (Based on 10/10/2025 text)

Location:	10/10/2025 - Senate CHAPTERED	**Current Text:**	10/10/2025 - Chaptered
Introduced:	02/21/2025	**Last Amend:**	09/03/2025

SB 685 **Cortese, D** **HTML** **PDF**

California State University: financial aid for homeless students: pilot program.

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Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 7/3/2025)(May be acted upon Jan 2026)

Summary: Current law establishes the California State University, under the administration of the Trustees of the California State University, as one of the segments of public postsecondary education in the state. This bill, subject to an appropriation by the Legislature, would establish the Financial Assistance for Students Experiencing Homelessness Pilot Program, administered by each participating campus, to provide financial assistance at 4 California State University campuses to California residents, or specified students who are exempt from paying nonresident tuition, who (1) have been accepted for enrollment at one of those campuses, (2) were homeless at any time during high school, and (3) will be between 17 and 26 years of age, inclusive, upon receipt of assistance. This bill would require, commencing with the 2026–27 academic year, each participating campus to provide financial assistance for the balance of the qualifying student's cost of attendance that exceeds the financial aid, excluding federal loans,

the qualifying student receives during the first 4 years the qualifying student participates in the pilot program. (Based on 06/26/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	06/26/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	06/26/2025

SB 689 **Becker, D** **HTML** **PDF**

Local jurisdictions: district-based elections.

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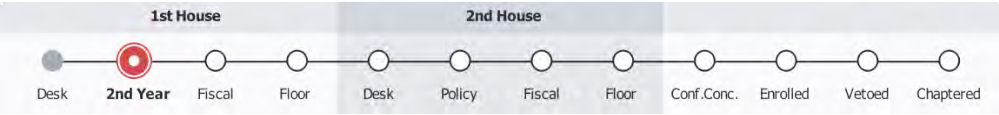

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E. & C.A. on 4/2/2025)(May be acted upon Jan 2026)

Summary: The California Voting Rights Act of 2001 (CVRA) prohibits a political subdivision from imposing or applying an at-large method of election for members of the political subdivision's governing body in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as specified. Existing law requires courts to implement appropriate remedies, including the imposition of district-based elections, for violations of the CVRA. Existing law defines "at-large method of election" for these purposes to include a method of election that combines at-large elections with district-based elections. This bill would create an exception for cities with a population of 50,000 people or less, whereby a method of electing members to the governing body of the city in which no more than 20% of the members are elected at large and the remaining members are elected by district would constitute a district-based election for purposes of the CVRA, unless that method of election would prevent the city from drawing district boundaries in a manner that allows a protected class to elect candidates of its choice. (Based on 04/21/2025 text)

Location:	05/01/2025 - Senate 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/21/2025

SB 693 **Cortese, D** **HTML** **PDF**

Employees: meal periods.

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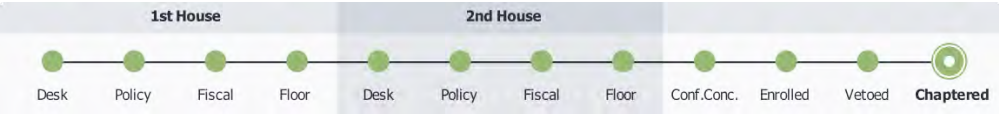

Bill information

Status: 07/30/2025 - Chaptered by Secretary of State - Chapter 95, Statutes of 2025

Summary: Current law generally prohibits an employer from employing an employee for a work period of more than 5 hours per day without providing the employee with a meal period of not less than 30 minutes. Current law creates exceptions from this prohibition for employees in specified occupations, including employees of an electrical corporation, a gas corporation, or a local publicly owned electric utility covered by a valid collective bargaining agreement meeting certain conditions. Current law charges the Labor Commissioner with enforcement of these provisions. This bill would also create an exception from the above-described prohibition for employees of a water corporation, as defined. (Based on 07/30/2025 text)

Location:	07/30/2025 - Senate CHAPTERED	**Current Text:**	07/30/2025 - Chaptered
Introduced:	02/21/2025		

SB 695 **Cortese, D** HTML PDF

Transportation: climate resiliency: projects of statewide and regional significance.

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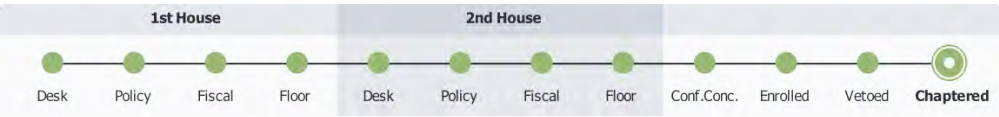

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 781, Statutes of 2025.

Summary: Current law establishes the State Transportation Infrastructure Climate Adaptation Program, administered by the Department of Transportation, for purposes of planning, developing, and implementing projects adapting state transportation infrastructure to climate change. Current law requires the department, in consultation with, among others, the Transportation Agency and the California Transportation Commission, to develop a program of its top priority climate adaptation projects and to submit projects in this program to the commission for adoption. Current law requires the department, in developing the program of projects, to consider specified criteria, including, but not limited to, the benefits of the project to preserving or enhancing regional or statewide mobility, economy, goods movement, and safety, and other benefits associated with protecting the asset. This bill would require the department, in consultation with the commission and the agency, and on or before July 1, 2026, and annually thereafter, to create a prioritized list of projects of statewide and regional significance, as defined, to better prepare the state for extreme weather-related events, with priority based on specified criteria. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
		Last Amend:	03/26/2025
Introduced:	02/21/2025 (Spot bill)		

SB 701 **Wahab, D** HTML PDF

Signal jammers.

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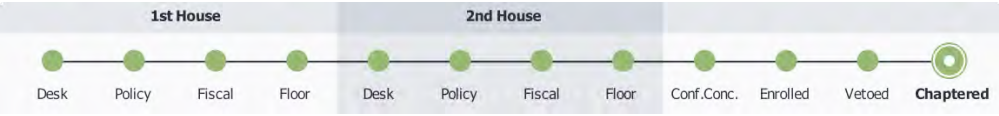

Bill information

Status: 10/07/2025 - Chaptered by Secretary of State - Chapter 458, Statutes of 2025

Summary: Current law makes it a misdemeanor for a person to intercept a public safety radio service communication for the purpose of using the communication to assist in the commission of a criminal offense or to avoid arrest, as specified. Current law makes it an infraction to possess or equip a vehicle with a device that is capable of interfering with a device used by a law enforcement agency to measure the speed of moving objects, as specified, and makes it a misdemeanor to possess four or more of those devices. This bill would make it a crime to manufacture, import, market, purchase, sell, or operate a signal jammer, as defined, unless authorized to do so by the Federal Communications Commission, punishable as an infraction

for a first offense, and a misdemeanor for a 2nd offense, as specified. The bill would make it a misdemeanor to operate a signal jammer in conjunction with the commission of a misdemeanor or felony, punishable by a fine of up to $1,000 or by imprisonment. The bill would make it a crime to willfully or maliciously use a signal jammer to block state or local public safety communications, if the person knows or should know that using the signal jammer is likely to result in death or great bodily injury and great bodily injury or death is sustained by any person as a result of that use, punishable as either a misdemeanor or a felony. The bill would require forfeiture of the signal jamming device upon conviction for these crimes. By creating new crimes, this bill would impose a state-mandated local program. (Based on 10/07/2025 text)

Location:	10/07/2025 - Senate CHAPTERED	**Current Text:**	10/07/2025 - Chaptered
Introduced:	02/21/2025	**Last Amend:**	07/03/2025

SB 722 Wahab, D HTML PDF

Transfer of real property: single-family homes, townhomes, and condominiums.

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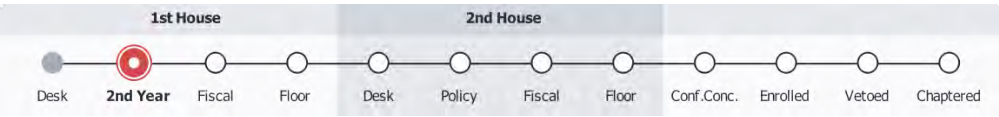

Bill information

Status: 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was JUD. on 4/2/2025)(May be acted upon Jan 2026)

Summary: Would require a developer to only sell a newly constructed single-family home, townhome, or condominium that is issued a certificate of occupancy on or after January 1, 2026, to a natural person, and would prohibit a business entity, as defined, from purchasing those properties during that time period. The bill would also prohibit a natural person from transferring more than 4 single-family homes, townhomes, or condominiums to a business entity of which the natural person is a beneficial owner, as defined. If a natural person or nonprofit corporation sells or otherwise transfers a single-family home, townhome, or condominium to a business entity, the bill would require the business entity to disclose the names of all the beneficial owners of the business entity in the real property transfer documents. (Based on 04/21/2025 text)

Location:	05/01/2025 - Senate 2 YEAR	**Current Text:**	04/21/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/21/2025

SB 743 Cortese, D HTML PDF

Education finance: Education Equalization Act: Equalization Reserve Account.

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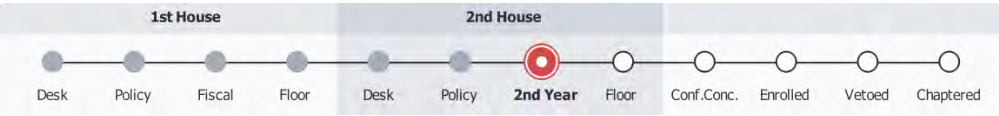

Bill information

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Summary: Current law establishes a public school financing system that requires state funding for county superintendents of schools, school districts, and charter schools to be calculated pursuant to a

local control funding formula (LCFF), as specified The Classroom Instructional Improvement and Accountability Act, an initiative approved by the voters as Proposition 98 at the November 8, 1988, statewide general election, amended the California Constitution to, among other things, set forth a formula for computing the minimum amount of revenues that the state is required to appropriate for the support of school districts and community college districts in any given fiscal year. The California Constitution creates the Public School System Stabilization Account in the General Fund and requires the Controller to transfer, pursuant to a schedule provided by the Director of Finance, a specified amount from the General Fund to the account in each fiscal year, except as provided. The California Constitution generally prohibits the total annual appropriations subject to limitation of the state and each local government from exceeding the appropriations limit of the entity of government for the prior fiscal year, adjusted for the change in the cost of living and the change in population. The California Constitution defines “appropriations subject to limitation” for these purposes. This bill would establish the Equalization Reserve Account in the General Fund. The bill would require interest earned on funds in the account to be available, upon appropriation by the Legislature, to increase per-pupil funding in non-basic aid school districts, defined as school districts that received the above-described apportionment of LCFF funds in any of the then preceding 3 fiscal years, in a manner prescribed by the Legislature. The bill would require the Controller, in any fiscal year in which there is an increase over the preceding fiscal year in the minimum amount of revenues the state is required to appropriate for the support of school districts and community college districts, to transfer from the General Fund to the Equalization Reserve Account an amount equal to the total amount transferred from the General Fund to the Public School System Stabilization Account in that fiscal year, as provided. (Based on 07/07/2025 text)

Location:	08/28/2025 - Assembly 2 YEAR	**Current Text:**	07/07/2025 - Amended
Introduced:	02/21/2025 (Spot bill)	**Last Amend:**	07/07/2025

SB 750 **Cortese, D** HTML PDF

California Housing Finance and Credit Act.

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Bill information

Status:	08/29/2025 - August 29 hearing postponed by committee.
Summary:	Existing law, the California Health Facility Construction Loan Insurance Law, establishes an insurance program for health facility construction, improvement, and expansion loans in order to stimulate the flow of private capital into health facilities construction, improvement, and expansion and in order to rationally meet the need for new, expanded, and modernized public and nonprofit health facilities necessary to protect the health of all the people of this state. (Based on 07/17/2025 text)

Location:	08/20/2025 - Assembly APPR. SUSPENSE FILE	**Current Text:**	07/17/2025 - Amended
		Last Amend:	07/17/2025
Introduced:	02/21/2025		

SB 751 **Becker, D** HTML PDF

Veterans and Former First Responders Research Pilot Program.

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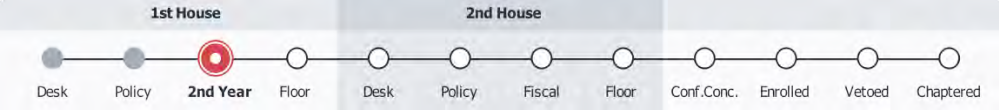

Bill information

Status: 05/23/2025 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)

Summary: Would, until January 1, 2031, request the University of California to establish local pilots in up to 5 counties to allow for the research and development of psilocybin services for veterans and former first responders as part of the Veterans and Former First Responders Research Pilot Program ("Pilot Program"). The bill would require these university partners, overseeing each Pilot Program to be responsible for protocol design, institutional review board approvals, training of psilocybin facilitators, data collection, and reporting. The bill would require each local pilot to partner with licensed health care and licensed community-based providers that provide services and care to the target population. The bill would require psilocybin to be provided by or under the supervision of a practitioner who has experience in providing or overseeing psilocybin or other psychedelic therapy services. The bill would require that each person being considered for the Pilot Program meet specified criteria, including that they are 21 years of age or older and have been given specified assessments. (Based on 04/28/2025 text)

Location:	05/23/2025 - Senate 2 YEAR	**Current Text:**	04/28/2025 - Amended
Introduced:	02/21/2025	**Last Amend:**	04/28/2025

SB 753 **Cortese, D** HTML PDF

Special business regulations: shopping carts.

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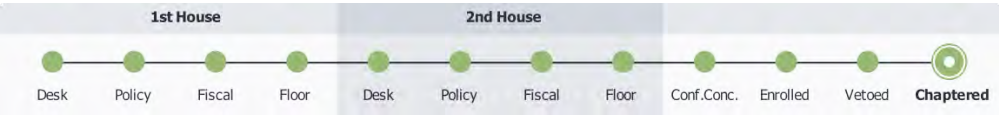

Bill information

Status: 10/13/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 785, Statutes of 2025.

Summary: Current law authorizes a city, county, or city and county to impound a shopping cart that has a specified permanently affixed sign if certain conditions are satisfied, including that the city, county, or city and county provides 3-day advance actual notice of the shopping cart's discovery and location to the owner of the shopping cart or their agent, except as specified. This bill would authorize a city, county, or city and county, pursuant to an ordinance, to retrieve and return a shopping cart to the parking area or premises of the owner or retailer identified on the affixed sign, as specified, and to recover its actual costs for the retrieval and return, not to exceed $100 per shopping cart. (Based on 10/13/2025 text)

Location:	10/13/2025 - Senate CHAPTERED	**Current Text:**	10/13/2025 - Chaptered
		Last Amend:	09/04/2025
Introduced:	02/21/2025		

SB 791 **Cortese, D** HTML PDF

Vehicle dealers: document processing charge.

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Bill information

Status:	10/13/2025 - Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.
Summary:	Current law authorizes a dealer to charge the purchaser or lessee of a vehicle a document processing charge for the preparation and processing of documents, disclosures, and titling, registration, and information security obligations imposed by state and federal law. Current law authorizes a dealer that has a contractual agreement with the Department of Motor Vehicles to be a private industry partner to set the document processing charge at up to $85 and authorizes all other dealers to set the document processing charge at up to $70. This bill would, until January 1, 2031, subject to specified requirements, authorize a dealer to charge a document processing charge that exceeds those amounts if the charge does not exceed 1% of the total price of the vehicle and does not exceed $260. (Based on 09/13/2025 text)

Location:	10/13/2025 - Senate VETOED	**Current Text:**	10/13/2025 - Vetoed
Introduced:	02/21/2025	**Last Amend:**	09/02/2025

SB 822 **Becker, D** HTML PDF

Unclaimed property: digital financial assets.

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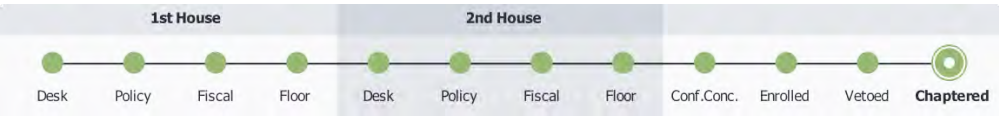

Bill information

Status:	10/11/2025 - Approved by the Governor. Chaptered by Secretary of State. Chapter 660, Statutes of 2025.
Summary:	The Unclaimed Property Law (UPL) prescribes the circumstances under which intangible property escheats to the state, including how and when apparent owners must be notified that their property is at risk of escheating and the manner in which escheated property must be delivered to the State Controller. Intangible property is only subject to the UPL if the apparent owner's last known address is within the state or, if that address is unknown, if there is another link to the state, as specified. Existing law provides how and when securities that escheat to the state pursuant to the UPL may be sold and how the securities or funds from their sale may be returned to their owner. The bill would clarify that digital financial assets are a form of intangible property subject to the UPL. With regard to digital financial assets, this bill would specify that an apparent owner's last known address need not be a complete mailing address if the address is sufficient to identify that it is within the state. The bill would prescribe requirements for holders of digital financial assets to notify apparent owners prior to the assets escheating, which would include a form created by the Controller that may be returned to the holder by the apparent owner to restart the escheatment period, as specified. The bill would specify how escheated digital financial assets must be transferred from the holder to the Controller. The bill also would permit the Controller, in their discretion, to determine that it is not in the state's interest to take custody of digital financial assets, as specified. The bill would authorize the Controller to select one or more custodians for the management and safekeeping of digital financial assets that have escheated to the state, as specified. The bill would authorize the Controller to convert digital financial assets to fiat currency, as specified. The bill would entitle a person who makes a valid claim for a digital financial asset delivered to the

Controller to receive that digital financial asset or, if the asset has been converted, to receive the net proceeds received by the Controller from the sale. (Based on 10/11/2025 text)

Location:	10/11/2025 - Senate CHAPTERED	**Current Text:**	10/11/2025 - Chaptered
		Last Amend:	09/05/2025
Introduced:	02/21/2025 (Spot bill)		

City of Santa Clara
The Center of What's Possible

2025 Q3 Legislative Action Summary

Below is a summary of the actions that were taken during 2025 Q3 in alignment with the City of Santa Clara's 2025 Legislative Advocacy Positions (LAPs), guiding principles for legislative advocacy, approved City policies (e.g., City Council Goals and Priorities), and/or Council action.

Regional Issues and Collaboration LAP

- September 11, 2025 Sign on U.S. Conference of Mayors joint letter requesting inclusion of $400 million in the FY2026 Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations package to address mobility and transit needs for the 2026 FIFA World Cup across the eleven U.S. host cities, submitted to Senate Committee on Appropriations Chair Susan Collins and Vice Chair Patty Murray; and Senate Appropriations Subcommittee on THUD Chair Cindy Hyde-Smith and Ranking Member Kirsten Gillibrand

- September 11, 2025 Sign on U.S. Conference of Mayors joint letter requesting inclusion of $400 million in the FY2026 Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations package to address mobility and transit needs for the 2026 FIFA World Cup across the eleven U.S. host cities, submitted to House Committee on Appropriations Chair Tom Cole and Ranking Member Rosa DeLauro; and House Subcommittee on THUD Chair Steve Womack and Ranking Member James Clyburn

Transportation Issues LAP

- September 10, 2025 Letter of support for SB 74 (Seyarto) – Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program submitted to State Senator Kelly Seyarto

Multiple Legislative Priorities

- September 9, 2025 Cities Association of Santa Clara County Legislative Action Committee Discussion Bills (Housing LAP, and LAP Policy Guiding Principle: "Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.")

THE UNITED STATES
CONFERENCE OF MAYORS

September 11, 2025

Senator Susan Collins, Chair
Senate Committee on Appropriations

Senator Patty Murray, Vice Chair
Senate Committee on Appropriations

Senator Cindy Hyde-Smith, Chair
Senate Appropriations Subcommittee on Transportation, Housing and Urban Development, and Related Agencies

Senator Kirsten Gillibrand, Chair
Senate Appropriations Subcommittee on Transportation, Housing and Urban Development, and Related Agencies

Dear Chair Collins, Vice Chair Murray, etc. or Senators:

As Mayors of the United States Host Cities for the 2026 FIFA World Cup, we write to thank you for including funding in your FY2026 THUD Appropriations bill to support transit agencies who will transport attendees to matches and other activities during the biggest month-long sporting event in the world. We request that as the FY2026 Appropriations process moves forward, you continue your critical efforts toward meeting the full needs for mobility during the fast-approaching 2026 matches.

The 2026 FIFA World Cup is the first of several major international events to be hosted by the United States in the coming years, including the 2028 Summer Olympic and Paralympic Games in Los Angeles and the 2034 Winter Olympics in Salt Lake City. The 2026 World Cup will mark a historic milestone as the first 48-team tournament, hosted across the United States, Canada, and Mexico. In the United States alone, 11 cities across 9 states will host 78 matches over 39 days, with six million visitors expected during that period. Including the matches, each city is required to host fan fests, cultural events, and support our small business community during this once in a generation event. To handle this influx of visitors while at the same time keeping our economies running with non-World Cup related business, our transportation systems must perform collectively at a level never seen before in the country.

A safe and efficient transit system is a fundamental focus for Mayors each day to support our cities. During the World Cup, this will be even more critical. Transit agencies for the eleven U.S. host cities have identified a collective federal funding need of $400m for mobility at the 2026 World Cup matches. This funding will be used to support operations and specialized shuttle services, and to cover the costs of borrowed buses and operators across the United States to support this unique event. The Department of Homeland Security has designated many of these matches as a national security priority and we were glad to see Congress include $625 million in the reconciliation package for security for the U.S. World Cup games. That funding, paired with the support for transit systems will allow our cities – in partnership with our state and federal governments – to produce a world class event that Americans will be proud of. With the FIFA World Cup occurring as we celebrate the 250th birthday of our nation, we know that the eyes of the world will be on us – and we know we will deliver.

We were also pleased to see the Senate include significant funding for the 2028 Olympic and Paralympic Games, which underscores the importance of federal investment in mobility for major international events – consistent with support provided for past U.S. hosted events, including the 1996 Atlanta Olympics and the 2002 Salt Lake City Olympics. The 2026 FIFA World Cup is expected to generate $17.2 billion in GDP. In order to fully realize the benefits of the World Cup being in the United States, our cities need to have safe, reliable, and frequent transit. As a coalition of Host Cities, we are grateful for the work you have already done and encourage you to support this request as part of the final FY2026 Appropriations package.

Sincerely,

Tom Cochran
CEO and Executive Director

Mayor Quinton Lucas
City of Kansas City, MO

Mayor Bruce Harrell
City of Seattle, WA

Mayor Karen Bass
City of Los Angeles, CA

Mayor Barbara Lee
City of Oakland, CA

Mayor Lisa M. Gillmor
City of Santa Clara, CA

Mayor Matt Mahan
City of San Jose, CA

Mayor Daniella Levine Cava
City of Miami-Dade County, FL

Mayor Andre Dickens
City of Atlanta, GA

Mayor Cherelle Parker
City of Philadelphia, PA

Mayor Jim Ross
City of Arlington, TX

THE UNITED STATES
CONFERENCE OF MAYORS

September 11, 2025

The Honorable Tom Cole, Chair
House Committee on Appropriations

The Honorable Steve Womack, Chair
Subcommittee on Transportation, Housing and Urban Development and Related Agencies

The Honorable Rosa DeLauro, Ranking member
House Committee on Appropriations

The Honorable James Clyburn, Ranking member
Subcommittee on Transportation, Housing and Urban Development and Related Agencies

Dear Chairman Cole, Chairman Womack, Ranking Member DeLauro and Ranking Member Clyburn:

As Mayors of the Host Cities for the 2026 FIFA World Cup, we write to thank you for expressing your support during the FY2026 THUD markup for federal funding to help transit agencies transport attendees to matches and other activities during the biggest month-long sporting event in the world. While the House FY2026 THUD bill did not include dedicated funding for this purpose, funding was included in the Senate's version. As the FY2026 appropriations process moves forward, we respectfully seek your support to ensure that the identified $400 million in federal funding needs for mobility needs are included in the final FY2026 appropriations package.

The 2026 FIFA World Cup is the first of several major international events to be hosted by the United States in the coming years, including the 2028 Summer Olympic and Paralympic Games and the 2034 Winter Olympics. The 2026 World Cup will mark a historic milestone as the first 48-team tournament, hosted across the United States, Canada, and Mexico. In the United States alone, 11 cities across 9 states will host 78 matches over 39 days, with six million visitors expected during that period. Including the matches, each city is required to host fan fests, cultural events, and support our small business community during this once in a generation event. To handle this influx of visitors while at the same time keeping our economies running with non-World Cup related business, our transportation systems must perform collectively at a level never seen before in the country.

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specialized shuttle services, and to cover the costs of borrowed buses and operators across the United States to support this unique event. The Department of Homeland Security has designated many of these matches as a national security priority and we were glad to see Congress include $625 million in the reconciliation package for security. That funding paired with the support for transit systems will allow our cities in partnership with our state and federal governments to produce a world class event that Americans will be proud of—especially during the 250th Anniversary celebrations that will also be taking place next year.

We were also pleased to see the Senate include significant funding for the 2028 Olympic and Paralympic Games, which underscores the importance of federal investment in mobility for major international events – consistent with support provided for past U.S. hosted events, including the 1996 Atlanta Olympics and the 2002 Salt Lake City Olympics. The 2026 FIFA World Cup is expected to generate $17.2 billion in GDP. In order to fully realize the benefits of the World Cup being in the United States, our cities need to have safe, reliable, and frequent transit. As a coalition of Host Cities, we encourage you to support this request as part of the final FY2026 Appropriations package.

Sincerely,

Tom Cochran
CEO and Executive Director

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City of Atlanta, GA

Mayor Cherelle Parker
City of Philadelphia, PA

Mayor Jim Ross
City of Arlington, TX

City of Santa Clara
The Center of What's Possible

Lisa M. Gillmor
Mayor

September 10, 2025

The Honorable Kelly Seyarto
California State Senate
1021 O Street, Room 7120
Sacramento, CA 95814

RE: Letter of Support for SB 74 (Seyarto): Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program

Dear Senator Seyarto:

On behalf of the City of Santa Clara, I am writing to express our support for SB 74 (Seyarto), which would create a state-level grant program to assist local governments in addressing unmet infrastructure needs by providing financial support for the completion of critical infrastructure projects.

Local agencies across the state are facing growing infrastructure demands as communities expand and aging systems strain to meet modern expectations. At the same time, many local governments face ongoing fiscal challenges that limit their ability to finance essential projects. SB 74 responds to this challenge by establishing a gap-funding mechanism that would offer grants for eligible infrastructure projects such as transportation networks, water delivery systems, storm drains, and other public assets vital to community function and safety.

Recent disasters, including the severe wildfires in Southern California, have underscored the importance of resilient and well-maintained infrastructure. Investments in fire-resistant materials, reliable roadways, and upgraded transportation systems can help reduce the risk of future catastrophes and improve emergency response. Reliable roads and bridges improve access for emergency personnel, while resilient public buildings and communication systems help protect vulnerable populations and coordinate disaster response. SB 74 acknowledges these needs and offers a targeted funding approach to help local agencies move projects forward.

The City of Santa Clara supports legislation that provides funding for local infrastructure as listed in the proposed bill including broadband, fire stations, schools, health and safety improvements and road projects. SB 74 is a meaningful step towards closing the infrastructure funding gap, supporting economic vitality, and enhancing public safety. This measure represents a vital investment in California's local communities and a recognition that local agencies need support to deliver the services and infrastructure their residents rely on.

For these reasons, the City of Santa Clara supports SB 74 (Seyarto) and urges its passage.

Sincerely,

Lisa M. Gillmor
Mayor
City of Santa Clara

Bill Summary and Positions

Bill Number	Summary	City Position	LAP Alignment	Notes
AB 670 (Quirk-Silva) Planning and zoning: housing element: converted affordable housing units	This bill adds a number of requirements, in relation to demolished and replacement housing units, to the annual progress report (APR) that local cities and counties are required to submit to the state Department of Housing and Community Development (HCD), and allows a city or county to report specified housing units that were converted to affordable housing for up to 25% of its regional housing need allocation (RHNA) for lower income units.	Support	Housing LAP – *"Support legislation that creates a more equitable Regional Housing Needs Allocation (RHNA) process that takes into account local factors including existing proportion of deed restricted affordable housing stock in each City, availability of developable land, and other factors related to developing the regional allocation of housing units."*	Aims to provide more detailed and consistent reporting on the creation and conversion of affordable housing units across different jurisdictions. No concerns from City.
AB 726 (Avila Farias) Planning and zoning: annual report: rehabilitated units	This bill authorizes a city or county to include in the annual progress report (APR) that it is required to submit to the state Department of Housing and Community Development, the number of units of deed-restricted affordable housing that have been substantially rehabilitated. The bill also provides that any units included in the APR pursuant to this bill shall not be considered when HCD evaluates progress in meeting RHNA targets for purposes of determining if a local government is subject to the streamlined,	Support	Housing LAP – *"Support legislation that creates a more equitable Regional Housing Needs Allocation (RHNA) process that takes into account local factors including existing proportion of deed restricted affordable housing stock in each City, availability of developable land, and other factors related to developing the regional allocation of housing units."*	Incentivizes local governments to preserve existing, deeply-affordable housing by allowing them to receive housing element credit for rehabilitating these at-risk units. No concerns from the City.

Bill Number	Summary	City Position	LAP Alignment	Notes
	ministerial approval process created by SB 35 (Wiener, Chapter 366, Statutes of 2017).			
AB 476 (Gonzalez) Metal Theft	This bill expands prohibitions for junk dealers and recyclers to be in possession of various types of scrap metal (fire hydrant, manhole cover, and backflow device); incorporates additional record-keeping requirements for junk dealers and recyclers and; increases fines related to scrap metal theft.	Support	LAP Policy Guiding Principle – *"Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara."*	AB 476 will help bring some much-needed regulation to the junk dealer and recycling industry.
SB 346 (Durazo) Local agencies: transient occupancy taxes: short-term rental facilitator	This bill enacts the Short-Term Rental Facilitator Act of 2025, which permits local agencies to enact ordinances to require short-term rental facilitators to provide specified information on their platform's rentals to the local agency. If enacted, a local ordinance may require each short-term rental facilitator to report, pursuant to a specified schedule and in the form and manner prescribed by the local agency, the physical address including nine-digit zip code of each short-term rental during the reporting period. If the information provided by the short-term rental facilitator is not sufficient for the local agency to identify a specific short-term rental at the provided address, the local agency may request additional	Support	LAP Policy Guiding Principle – *"Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara."*	This bill will help ensure compliance with local short-term rental ordinances and tax compliance.

Bill Number	Summary	City Position	LAP Alignment	Notes
	information sufficient to identify the property.			
AB 650 (Papan) Housing element reform	This bill would extend a number of timelines in the process of determining regional housing needs and regional housing needs allocations (RHNA) and housing element revisions and require the Department of Housing and Community Development (HCD) to provide specific analysis or text to local governments to remedy deficiencies in their draft housing element revisions.	No Action	Most of the bill aligns with the following position statement within the Housing LAP. – *"Support legislation that creates a more equitable Regional Housing Needs Allocation (RHNA) process that takes into account local factors including existing proportion of deed restricted affordable housing stock in each City, availability of developable land, and other factors related to developing the regional allocation of housing units."*	The bill removes language that would have protected cities from builder's remedy risk while working on revising a noncompliant housing element. The City has concerns about the removal of this protection.

25-1605 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Approving and Adopting Updated Salary Plans for Classified, Unclassified, and As-Needed Positions

BACKGROUND

Adoption of a Resolution Approving and Adopting the Updated Classified and Unclassified Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for classified and unclassified positions. In addition, the City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified, unclassified or as-needed positions, the City Council must approve and adopt the publicly available salary schedules to comply with the CalPERS requirements stated in California Code of Regulations (CCR) section 570.5. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The City of Santa Clara is a contracting agency with CalPERS and is required to comply with its requirements. The proposed Council action satisfies these applicable requirements.

The updated classified and unclassified salary plans reflect the negotiated and Council approved Cost of Living Adjustments (COLA) included in each agreement for the City of Santa Clara Employees Association (hereafter, "Unit 578"); the American Federation of State, County, and Municipal Employees, Local 101 (hereafter, "Unit 6"); the Unclassified Miscellaneous Management (hereafter, "Unit 9); and the Public Safety Non-Sworn Employees Association (hereafter, "Unit 10"). All classifications that are covered by the listed bargaining units, shall receive an automatic wage increase as described below effective December 21, 2025.

Adoption of a Resolution Approving and Adopting the Updated As-Needed Salary Plan

The City is required to comply with Section 9 of the Personnel and Salary Resolution, as well as California Code of Regulations Section 570.5 for as-needed salaries, just as it would for the classified salaries described above. The As-Needed Salary Plan has been modified to reflect the change in the City of Santa Clara minimum wage effective January 1, 2026. The minimum wage for the City of Santa Clara will be increased to $18.70/hour, which is based on the Regional Consumer Price Index per the Minimum Wage Ordinance.

DISCUSSION

Adoption of a Resolution Approving and Adopting the Updated Classified and Unclassified Salary Plans

The Classified Salary Plan has been modified to reflect negotiated wage increases for several bargaining groups. All classifications that are covered by the respective bargaining units shall

receive an automatic increase effective the pay period beginning on December 21, 2025, which is the first pay period of calendar year 2026. The bargaining units and their respective wage increases are:

- City of Santa Clara Employees Association (Unit 578): A wage increase of approximately 3.0%. This adjustment was previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about June 4, 2024.
- American Federation of State, County, and Municipal Employees, Local 101 (Unit 6): A wage increase of approximately 3.5%. This adjustment was previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about January 14, 2025.
- Unclassified Miscellaneous Management (Unit 9): A wage increase of approximately 3.0%. This adjustment was previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about November 19, 2024.
- Public Safety Non-Sworn Employees Association (Unit 10): A wage increase of approximately 4.0%, except Public Safety Dispatcher classifications (Public Safety Dispatcher I (Job Code 339), Public Safety Dispatcher II (Job Code 340), and Senior Public Safety Dispatcher (Job Code 725). This adjustment was previously approved by City Council in open session as part of an agreement on a successor MOU on or about August 19, 2025. Please note the dispatcher classifications are excluded because of the different timing for those wage increases.

Adopt a Resolution Approving and Adopting the Updated As-Needed Salary Plan

The As-Needed Salary Plan is recommended to be modified as follows, in order to comply with the City's Minimum Wage Ordinance increase from $18.20 per hour to $18.70 per hour, effective January 1, 2026:

- Crossing Guard (Job Code 362) - with an hourly range of $18.70 - $28.50,
- Emergency Medical Technician (Job Code 100) - with an hourly range of $18.70 - $20.19,
- Instructor/Lifeguard (Job Code 501) - with an hourly range of $18.70 - $25.31,
- Laborer (Job Code 502) - with an hourly range of $18.70 - $24.85,
- Law Clerk I (Job Code 524) - with an hourly range of $18.70 - $20.16,
- Library Page (Job Code 542) - with a flat hourly rate of $18.70,
- Library Technology Aide (Job Code 537) - with a flat hourly rate of $18.70,
- Nutrition Meal Server (Job Code 608) - with an hourly range of $18.70 - $20.81,
- Records Assistant (Job Code 606) - with an hourly range of $18.70 - $18.41,
- Recreation Instructor (Job Code 699) - with an hourly range of $18.70 - $30.91,
- Recreation Leader I (Job Code 681) - with an hourly range of $18.70 - $21.56,
- Recreation Office Assistant (Job Code 698) - with an hourly range of $18.70 - $21.56,
- Sr Library Page (Job Code 756) - with an hourly range of $18.70 - $20.96,
- Student Intern I (Job Code 497) - with an hourly range of $18.70 - $22.00; and
- Temporary Employee (Job Code 349) - with an hourly range of $18.70 - $214.06.

The changes to the As-Needed Salary Plan will be effective on December 21, 2025, the pay period that coincides with the January 1, 2026 effective date.

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

FISCAL IMPACT
The general wage increases have a salary cost of approximately $3.3 million (all funds), of which approximately $1.8 million is in the General Fund and $1.5 million is in other funds. These increases were factored into the FY 2025/26 Adopted Biennial Operating Budget.

Bargaining Unit	General Fund	All Funds
Employees Association (Unit 578)	$0.66 M	$1.25 M
AFSCME (Unit 6)	$0.31 M	$0.51 M
Unclassified Misc. Management (Unit 9)	$0.62 M	$1.32 M
PSNSEA (Unit 10) (excludes dispatchers)	$0.23 M	$0.26 M
TOTAL	$1.82 M	3.34 M

The fiscal impact to the FY 2025/26 Operating Budget to update as-needed class specifications that are covered under the City’s Minimum Wage Ordinance increase from $18.20 per hour to $18.70 per hour effective December 21, 2025 to coincide with the pay period that includes January 1, 2026 is approximately $21,000 annually. This additional cost will be absorbed by the various departments in their existing budgets for FY 2025/26 and will be factored into the FY 2026/27 budget.

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

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

RECOMMENDATION
Adopt a Resolution in the form presented to approve and adopt the revised salary plans for various classified, unclassified, and as-needed positions (effective December 21, 2025) to satisfy the requirements of California Code of Regulations Section 570.5.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Classified Salary Plan eff 12-21-2025 (for Council 11-18-2025)
2. Unclassified Salary Plan eff 12-21-2025 (for Council 11-18-2025)
3. As-Needed Salary Plan eff 12-21-2025 (for Council 11-18-2025)

4. City of Santa Clara Minimum Wage Ordinance No. 1969
5. Resolution for Updated Classified, Unclassified, and As-Needed Salary Plans (for 11-18-2025)

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Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Account Clerk I	210	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Account Clerk II	215	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Account Clerk III	220	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Accountant	205	578	A	031	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76
Accounting Technician I	216	578	A	018	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72
Accounting Technician II	217	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Associate Engineer (Civil)	321	4	E	034	$ 64.605577	$ 11,198.30	$ 134,379.60	$ 67.964250	$ 11,780.47	$ 141,365.64	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 78.622385	$ 13,627.88	$ 163,534.56	$ 80.682288	$ 13,984.93	$ 167,819.16	$ 82.690096	$ 14,332.95	$ 171,995.40
Associate Planner	240	578	A	036	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72
Asst Elec Utility Engineer	230	4	E2	032	$ 67.343769	$ 11,672.92	$ 140,075.04	$ 70.586077	$ 12,234.92	$ 146,819.04	$ 74.244692	$ 12,869.08	$ 154,428.96	$ 77.829058	$ 13,490.37	$ 161,884.44	$ 81.733096	$ 14,167.07	$ 170,004.84	$ 83.807885	$ 14,526.70	$ 174,320.40	$ 85.890115	$ 14,887.62	$ 178,651.44
Asst Engineer (Civil)	228	4	E	032	$ 61.635115	$ 10,683.42	$ 128,201.04	$ 64.605577	$ 11,198.30	$ 134,379.60	$ 67.964250	$ 11,780.47	$ 141,365.64	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 76.704173	$ 13,295.39	$ 159,544.68	$ 78.622385	$ 13,627.88	$ 163,534.56
Asst Planner	232	578	A	029	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00
Asst Training Officer	233S	1S	C1	041	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 77.806484	$ 18,881.04	$ 226,572.48	$ 79.685769	$ 19,337.08	$ 232,044.96	$ 81.682830	$ 19,821.70	$ 237,860.40
Asst Wtr & Sanitary Swr Super	229	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Auto Services Utility Worker	244	578	A	015	$ 36.142846	$ 6,264.76	$ 75,177.12	$ 37.937712	$ 6,575.87	$ 78,910.44	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84
Automotive Technician I	248	6	G	020	$ 40.337712	$ 6,991.87	$ 83,902.44	$ 42.379846	$ 7,345.84	$ 88,150.08	$ 44.611500	$ 7,732.66	$ 92,791.92	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36
Automotive Technician II	249	6	G	022	$ 42.379846	$ 7,345.84	$ 88,150.08	$ 44.611500	$ 7,732.66	$ 92,791.92	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68
Automotive Technician III	250	6	G	028	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80
Building Maint Worker	260	6	G	026	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20
Business Analyst	262	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Business Analyst-Fiber	262A	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Business Analyst-Public Benef	262B	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Buyer	270	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Chief of Party	310	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Chief Storekeeper	319	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Code Enforcement Officer	330	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Code Enforcement Technician	329	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Combination Inspector	336	578	A	037	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68
Communication Technician I	346	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Communication Technician II	345	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Communications Coordinator	338	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Community Svc Officer I	347	10	H	017	$ 42.284481	$ 7,329.31	$ 87,951.72	$ 44.401269	$ 7,696.22	$ 92,354.64	$ 46.678615	$ 8,090.96	$ 97,091.52	$ 49.102038	$ 8,511.02	$ 102,132.24	$ 51.598327	$ 8,943.71	$ 107,324.52	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 54.160327	$ 9,387.79	$ 112,653.48
Community Svc Officer II	348	10	H	022	$ 47.853923	$ 8,294.68	$ 99,536.16	$ 50.269846	$ 8,713.44	$ 104,561.28	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 55.415885	$ 9,605.42	$ 115,265.04	$ 58.299058	$ 10,105.17	$ 121,262.04	$ 59.656788	$ 10,340.51	$ 124,086.12	$ 61.007019	$ 10,574.55	$ 126,894.60
Crime Analyst	350	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Customer Service Rep	364	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Customer Service Rep - Permit	369	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Customer Service Supervisor	367	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Deputy Fire Marshal Haz Mats	376	1	C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Deputy Fire Marshal I	372	1	C	034	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00
Deputy Fire Marshal II	373	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Deputy Fire Marshal III	374	1	C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Driver/Eng 24 Hrs	380S	1S	C1	033	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84
Driver/Eng 24Hr-Training Prem	380P	1S	C1	034	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 68.782912	$ 16,691.32	$ 200,295.84
Driver/Eng 80 Hrs	380	1	C	033	$ 72.299827	$ 12,531.97	$ 150,383.64	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80
Driver/Eng Training Division	380T	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Elec & Water System Op - Cert	390R	3	R6	037	$ 93.543173	$ 16,214.15	$ 194,569.80	$ 98.142404	$ 17,011.35	$ 204,136.20	$ 103.182058	$ 17,884.89	$ 214,618.68	$ 108.467423	$ 18,801.02	$ 225,612.24	$ 113.939019	$ 19,749.43	$ 236,993.16	$ 116.683327	$ 20,225.11	$ 242,701.32	$ 119.647904	$ 20,738.97	$ 248,867.64
Elec & Water System Opertr	390	3	D1	037	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52
Elec Crew Foreperson	550	3	D1	039	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72	$ 118.529827	$ 20,545.17	$ 246,542.04
Elec Helper/Driver	435	3	D2	020	$ 58.383981	$ 10,119.89	$ 121,438.68	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 72.918577	$ 12,639.22	$ 151,670.64	$ 74.714250	$ 12,950.47	$ 155,405.64
Elec Maintenance Worker	415	3	D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Elec Meter Technician	426	3	D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Elec Util Database Administrat	177	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Elec Util Electrician Apprent	887	3	D1	026	$ 67.709538	$ 11,736.32	$ 140,835.84	$ 70.953577	$ 12,298.62	$ 147,583.44	$ 74.527962	$ 12,918.18	$ 155,018.16	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80
Elec Util Electrician Tech	890	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Elec Util Network Administrat	436	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Elec Utility Electrician	885	3	D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Elec Utility Engineer	428	4	E2	042	$ 85.890115	$ 14,887.62	$ 178,651.44	$ 90.351923	$ 15,661.00	$ 187,932.00	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 107.016865	$ 18,549.59	$ 222,595.08	$ 109.530346	$ 18,985.26	$ 227,823.12

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Elec Utility Equip Operatr	429	3	D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Elec Utility Gen Tech	431	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Elec Utility Prog Analyst	440	578	A	036	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72
Electrical Estimator	437	3	D1	027	$ 69.352731	$ 12,021.14	$ 144,253.68	$ 72.740769	$ 12,608.40	$ 151,300.80	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 88.249442	$ 15,296.57	$ 183,558.84
Energy Consrvation Specialist	446	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech	460	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech (Elec)	460A	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech (Fiber)	460F	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Equipment Operator	470	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Fiber Splicing Technician	488	3	D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Financial Analyst	472	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Fire Application Data Analyst	491	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Fire Captain - Training	475T	1	C	043	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 96.975923	$ 16,809.16	$ 201,709.92	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 112.389173	$ 19,480.79	$ 233,769.48	$ 115.109942	$ 19,952.39	$ 239,428.68	$ 117.992712	$ 20,452.07	$ 245,424.84
Fire Captain 24 Hrs	475S	1S	C1	038	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 68.782912	$ 16,691.32	$ 200,295.84	$ 72.173571	$ 17,514.12	$ 210,169.44	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36
Fire Captain 24Hr-Trng Premium	475P	1S	C1	039	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36	$ 77.806484	$ 18,881.04	$ 226,572.48
Fire Captain 80 Hrs	475	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Fire Plan Draftsperson	482	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Fire Prevention Specialist I	489	10	H2	012	$ 37.816038	$ 6,554.78	$ 78,657.36	$ 39.717462	$ 6,884.36	$ 82,612.32	$ 41.567423	$ 7,205.02	$ 86,460.24	$ 43.756385	$ 7,584.44	$ 91,013.28	$ 45.945231	$ 7,963.84	$ 95,566.08	$ 47.131846	$ 8,169.52	$ 98,034.24	$ 48.318404	$ 8,375.19	$ 100,502.28
Fire Prevention Specialist II	478	10	H2	035	$ 66.338423	$ 11,498.66	$ 137,983.92	$ 69.684346	$ 12,078.62	$ 144,943.44	$ 73.140981	$ 12,677.77	$ 152,133.24	$ 76.833404	$ 13,317.79	$ 159,813.48	$ 80.776442	$ 14,001.25	$ 168,015.00	$ 82.781019	$ 14,348.71	$ 172,184.52	$ 84.756288	$ 14,691.09	$ 176,293.08
Fire Protection Engineer	492	10	H2	041	$ 76.833404	$ 13,317.79	$ 159,813.48	$ 80.776442	$ 14,001.25	$ 168,015.00	$ 84.756288	$ 14,691.09	$ 176,293.08	$ 88.913019	$ 15,411.59	$ 184,939.08	$ 93.416077	$ 16,192.12	$ 194,305.44	$ 95.678769	$ 16,584.32	$ 199,011.84	$ 98.103519	$ 17,004.61	$ 204,055.32
Firefighter I 24 Hrs	487S	1S	C3	018	$ 36.481731	$ 8,852.90	$ 106,234.80	$ 39.244286	$ 9,523.28	$ 114,279.36	$ 42.207940	$ 10,242.46	$ 122,909.52	$ 45.392431	$ 11,015.23	$ 132,182.76									
Firefighter I 24Hr-Trng Premiu	487P	1S	C3	019	$ 37.380824	$ 9,071.08	$ 108,852.96	$ 40.211456	$ 9,757.98	$ 117,095.76	$ 43.248173	$ 10,494.89	$ 125,938.68	$ 46.511126	$ 11,286.70	$ 135,440.40									
Firefighter I 80 Hrs	487Y	1	C2	018	$ 50.196000	$ 8,700.64	$ 104,407.68	$ 53.997058	$ 9,359.49	$ 112,313.88	$ 58.074808	$ 10,066.30	$ 120,795.60	$ 62.456423	$ 10,825.78	$ 129,909.36									
Firefighter I Training Div	487T	1	C2	019	$ 56.470500	$ 9,788.22	$ 117,458.64	$ 60.746712	$ 10,529.43	$ 126,353.16	$ 65.334173	$ 11,324.59	$ 135,895.08	$ 70.263462	$ 12,179.00	$ 146,148.00									
Firefighter II 24 Hrs	480S	1S	C1	030	$ 48.822280	$ 11,847.54	$ 142,170.48	$ 51.226566	$ 12,430.98	$ 149,171.76	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52
Firefighter II 24H-Trng/Premiu	480P	1S	C1	031	$ 50.034190	$ 12,141.63	$ 145,699.56	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 63.881126	$ 15,501.82	$ 186,021.84
Firefighter II 80 Hrs	480	1	C	030	$ 67.175596	$ 11,643.77	$ 139,725.24	$ 70.483731	$ 12,217.18	$ 146,606.16	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 85.687731	$ 14,852.54	$ 178,230.48
Firefighter II Training Div	480T	1	C	035	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 96.975923	$ 16,809.16	$ 201,709.92
Fleet Coordinator	466	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Forensic Coordinator	486	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Grounds Maint Worker I	485	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Grounds Maint Worker I	485A	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Grounds Maint Worker II	490	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Grounds Maint Worker II	490A	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Grounds Maint Worker III	495	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Grounds Maint Worker III	495A	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Health & Wellness Coordinator	123	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Housing Inspector	500	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Human Resources Assistant	509	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Human Resources Technician	508	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Jail Service Officer	353	10	H	022	$ 47.853923	$ 8,294.68	$ 99,536.16	$ 50.269846	$ 8,713.44	$ 104,561.28	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 55.415885	$ 9,605.42	$ 115,265.04	$ 58.299058	$ 10,105.17	$ 121,262.04	$ 59.656788	$ 10,340.51	$ 124,086.12	$ 61.007019	$ 10,574.55	$ 126,894.60
Journey Lineworker	560	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Journey Lineworker Apprentice	561	3	D1	026	$ 67.709538	$ 11,736.32	$ 140,835.84	$ 70.953577	$ 12,298.62	$ 147,583.44	$ 74.527962	$ 12,918.18	$ 155,018.16	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80
Journey Lineworker Apprentice	561R	3	D1	029	$ 72.740769	$ 12,608.40	$ 151,300.80	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 92.586058	$ 16,048.25	$ 192,579.00
Key Customer Representative	505	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Legal Office Specialist III	519	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Librarian I	530	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Cataloging	530C	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Reference	530A	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Youth Services	530B	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian II	535	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Cataloging	535C	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Reference	535A	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Youth Services	535B	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Library Assistant I	526	578	A	016	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 47.471077	$ 8,228.32	$ 98,739.84

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Library Assistant II	528	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Library Circulation Supervsr	529	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Library Prog Coord - Tech Svcs	534D	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Prog Coord-Technology	534F	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Program Coord - Ref	534B	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Program Coordinator	534	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Technology Assistant	754C	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Literacy Advocate	562	578	A	012	$ 33.621519	$ 5,827.73	$ 69,932.76	$ 35.325635	$ 6,123.11	$ 73,477.32	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 42.973269	$ 7,448.70	$ 89,384.40
Literacy Program Supervisor	563	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Literacy Student/Tutor Coord	564	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Materials Handler	570	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Mechanical Maintenance Worker	580	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Meter Data Analyst	601	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Meter Reader	595	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Office Assistant	933	578	A	012	$ 33.621519	$ 5,827.73	$ 69,932.76	$ 35.325635	$ 6,123.11	$ 73,477.32	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 42.973269	$ 7,448.70	$ 89,384.40
Office Records Specialist	934	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Office Specialist II	936	578	A	018	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72
Office Specialist III	938	578	A	022	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32
Office Specialist IV	939	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Park Foreperson	615	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Park Maint Crafts Worker	620	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Permit Center Supervisor	040	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Permit Technician	621	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Plans Examiner	630	578	A	041	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 85.052481	$ 14,742.43	$ 176,909.16	$ 87.231635	$ 15,120.15	$ 181,441.80
Police Lieutenant	645	2	B	043	$ 105.413596	$ 18,271.69	$ 219,260.28	$ 110.690481	$ 19,186.35	$ 230,236.20	$ 116.204481	$ 20,142.11	$ 241,705.32	$ 122.013288	$ 21,148.97	$ 253,787.64	$ 128.066423	$ 22,198.18	$ 266,378.16	$ 131.315942	$ 22,761.43	$ 273,137.16	$ 134.529346	$ 23,318.42	$ 279,821.04
Police Officer	650	2	B	031	$ 78.663058	$ 13,634.93	$ 163,619.16	$ 82.566692	$ 14,311.56	$ 171,738.72	$ 86.722038	$ 15,031.82	$ 180,381.84	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 98.008846	$ 16,988.20	$ 203,858.40	$ 100.388423	$ 17,400.66	$ 208,807.92
Police Officer - FTO	650T	2	B	033	$ 82.566692	$ 14,311.56	$ 171,738.72	$ 86.722038	$ 15,031.82	$ 180,381.84	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 100.388423	$ 17,400.66	$ 208,807.92	$ 102.904558	$ 17,836.79	$ 214,041.48	$ 105.413596	$ 18,271.69	$ 219,260.28
Police Records Spec I	641	10	H2	018	$ 43.756385	$ 7,584.44	$ 91,013.28	$ 45.945231	$ 7,963.84	$ 95,566.08	$ 48.318404	$ 8,375.19	$ 100,502.28	$ 50.757981	$ 8,798.05	$ 105,576.60	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 54.686135	$ 9,478.93	$ 113,747.16	$ 55.953923	$ 9,698.68	$ 116,384.16
Police Records Spec II	643	10	H2	022	$ 48.318404	$ 8,375.19	$ 100,502.28	$ 50.757981	$ 8,798.05	$ 105,576.60	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 55.953923	$ 9,698.68	$ 116,384.16	$ 58.865019	$ 10,203.27	$ 122,439.24	$ 60.235962	$ 10,440.90	$ 125,290.80	$ 61.599346	$ 10,677.22	$ 128,126.64
Police Records Supervisor	644	10	H2	026	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 55.953923	$ 9,698.68	$ 116,384.16	$ 58.865019	$ 10,203.27	$ 122,439.24	$ 61.599346	$ 10,677.22	$ 128,126.64	$ 64.687442	$ 11,212.49	$ 134,549.88	$ 66.338423	$ 11,498.66	$ 137,983.92	$ 67.989231	$ 11,784.80	$ 141,417.60
Police Sergeant	665	2	B	037	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 100.388423	$ 17,400.66	$ 208,807.92	$ 105.413596	$ 18,271.69	$ 219,260.28	$ 110.690481	$ 19,186.35	$ 230,236.20	$ 113.422269	$ 19,659.86	$ 235,918.32	$ 116.204481	$ 20,142.11	$ 241,705.32
Police Training Coordinator	648	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Power Account Clerk I	662	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Power Account Clerk III	664	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Power Contract Specialist	661	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Principal Elec Estimator	669	3	D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Principal Engrg Tech (Elec)	670	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Principal Engrg Tech (Fiber)	670A	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Public Safety Dispatcher I	339	10	H3	025	$ 52.600212	$ 9,117.37	$ 109,408.44	$ 55.212000	$ 9,570.08	$ 114,840.96	$ 57.957750	$ 10,046.01	$ 120,552.12	$ 60.815192	$ 10,541.30	$ 126,495.60	$ 63.769096	$ 11,053.31	$ 132,639.72	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 66.976269	$ 11,609.22	$ 139,310.64
Public Safety Dispatcher II	340	10	H3	028	$ 56.491904	$ 9,791.93	$ 117,503.16	$ 59.431038	$ 10,301.38	$ 123,616.56	$ 62.191673	$ 10,779.89	$ 129,358.68	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 68.643000	$ 11,898.12	$ 142,777.44	$ 70.354385	$ 12,194.76	$ 146,337.12	$ 72.051000	$ 12,488.84	$ 149,866.08
Public Works Inspector	680	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Public Works Supervisor	151	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Pump Maintenance Technician	677	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Purchasing Clerk	678	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Purchasing Utility Worker	679	578	A	015	$ 36.142846	$ 6,264.76	$ 75,177.12	$ 37.937712	$ 6,575.87	$ 78,910.44	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84
Recreation Coordinator	693	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Recreation Coord-Therapeutics	693A	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Recreation Program Supervisor	691	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Recreation Supervisor	685	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Recruit Police Officer	689	2R	B2	031	$ 57.908077	$ 10,037.40	$ 120,448.80	$ 60.805327	$ 10,539.59	$ 126,475.08	$ 63.846346	$ 11,066.70	$ 132,800.40	$ 67.038231	$ 11,619.96	$ 139,439.52	$ 70.388365	$ 12,200.65	$ 146,407.80	$ 72.149712	$ 12,505.95	$ 150,071.40	$ 73.954212	$ 12,818.73	$ 153,824.76
Resource Analyst II	696	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Service Coordinator-Inspector	792	3	D1	037	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52
Service Coord-Inspector(Fiber)	792F	3	D1	034	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36
Sewer Inspection Technician	783	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Sr Accounting Technician	208	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Sr Business Analyst	722	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Sr Center Coordinator	715	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Sr Customer Service Rep	724	578	A	022	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32
Sr Elec & Water Syst Op - Cert	777R	3	R6	040	$ 100.539462	$ 17,426.84	$ 209,122.08	$ 105.773827	$ 18,334.13	$ 220,009.56	$ 111.169385	$ 19,269.36	$ 231,232.32	$ 116.683327	$ 20,225.11	$ 242,701.32	$ 122.570019	$ 21,245.47	$ 254,945.64	$ 125.644673	$ 21,778.41	$ 261,340.92	$ 128.702365	$ 22,308.41	$ 267,700.92
Sr Elec & Water System Operatr	777	3	D1	040	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 115.633038	$ 20,043.06	$ 240,516.72	$ 118.529827	$ 20,545.17	$ 246,542.04	$ 121.418077	$ 21,045.80	$ 252,549.60
Sr Elec Crew Foreperson	551	3	D1	551	$ 99.713942	$ 17,283.75	$ 207,405.00	$ 104.699654	$ 18,147.94	$ 217,775.28	$ 109.934654	$ 19,055.34	$ 228,664.08	$ 115.431346	$ 20,008.10	$ 240,097.20	$ 121.203000	$ 21,008.52	$ 252,102.24	$ 124.233058	$ 21,533.73	$ 258,404.76	$ 127.338808	$ 22,072.06	$ 264,864.72
Sr Elec Meter Technician	729	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Elec Util Elec Tech	785	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Elec Util Eng	730	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Control-Comm	730I	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Distbn Plan	730D	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Fiber	730L	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Generation	730E	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Opr Planning	730F	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Prot Relay	730A	4	E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Generation Tech	733	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Electrical Estimator	726	3	D1	031	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56
Sr Energy Systems Analyst	744	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Sr Engineer (Civil)	322	4	E	041	$ 76.704173	$ 13,295.39	$ 159,544.68	$ 80.682288	$ 13,984.93	$ 167,819.16	$ 84.645577	$ 14,671.90	$ 176,062.80	$ 88.810327	$ 15,393.79	$ 184,725.48	$ 93.295962	$ 16,171.30	$ 194,055.60	$ 95.639538	$ 16,577.52	$ 198,930.24	$ 97.945846	$ 16,977.28	$ 203,727.36
Sr Engineering Tech	745	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Sr Human Resources Assistant	510	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Sr Human Resources Technician	747	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Sr Inspector	750	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Sr Instrument & Control Tech	753	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Key Customer Representative	752	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Sr Library Asst	754	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Sr Library Asst-Public Svc	754B	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Sr Materials Handler	760	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Sr Permit Technician	766	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Sr Planner	765	578	A	041	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 85.052481	$ 14,742.43	$ 176,909.16	$ 87.231635	$ 15,120.15	$ 181,441.80
Sr Plans Examiner	773	578	A	045	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 91.568712	$ 15,871.91	$ 190,462.92	$ 93.810635	$ 16,260.51	$ 195,126.12	$ 96.129346	$ 16,662.42	$ 199,949.04
Sr Public Safety Dispatcher	725	10	H3	034	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 68.643000	$ 11,898.12	$ 142,777.44	$ 72.051000	$ 12,488.84	$ 149,866.08	$ 75.615231	$ 13,106.64	$ 157,279.68	$ 79.536519	$ 13,786.33	$ 165,435.96	$ 81.553154	$ 14,135.88	$ 169,630.56	$ 83.577000	$ 14,486.68	$ 173,840.16
Sr Resource Analyst	771	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Staff Aide I	794	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Staff Aide II	795	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Staff Aide II - Envir Programs	795A	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Staff Analyst I	796	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Staff Analyst II	797	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Street Maint Worker I	811	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Street Maint Worker II	812	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Street Maint Worker III	813	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Street Maint Worker IV	814	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Street Sweeper Operator	825	6	G	028	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80
Time & Material Clerk	845	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Traffic Operations Engineer	851	4	E	038	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 78.622385	$ 13,627.88	$ 163,534.56	$ 82.690096	$ 14,332.95	$ 171,995.40	$ 86.623442	$ 15,014.73	$ 180,176.76	$ 88.810327	$ 15,393.79	$ 184,725.48	$ 90.997154	$ 15,772.84	$ 189,274.08
Tree Trimmer II	780	6	G	026	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20
Troubleshooter	860	3	D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Underground Crew Leader	877	3	D1	036	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40
Utility Business Systems Spc	569	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Conserv/Effcy Coord	913	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Crew Supervisor	881	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Field Services Worker	897	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Utility Field Svcs Supervisor	896	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Inspection Supervisor	467	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Inspection Technician	469	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Utility Locator (Fiber)	899	3	D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Utility Services Technician	892	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Worker	895	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Water & Sewer System Operator	902	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Water Resources Specialist	907	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Water Service Technician I	904	6	G	025	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20
Water Service Technician II	903	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Water/Sewer Maint Worker I	914	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Water/Sewer Maint Worker II	917	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/21/2025
Approved 11/18/2025

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Accounting Division Manager	109	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Finance	022	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Human Resources	018	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Dir of Water & Sewer Util	014	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Audit Manager	201	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Budget & Treasury Division Mgr	113	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 178.106308	$ 30,871.76	$ 370,461.12

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/21/2025
Approved 11/18/2025

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
City Clerk	063	Elected					$ 1,575.00	$ 18,900.00
City Council Member	CNCL	Elected					$ 2,100.00	$ 25,200.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 201.067673	$ 34,851.73	$ 418,220.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 117.317250	$ 20,334.99	$ 244,019.88
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Elec Div Mgr - Engineering	104Q	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Generation	104R	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/21/2025
Approved 11/18/2025

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Div Mgr - Operations	104P	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Substations	104M	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr - Transm, Distrib	104S	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Div Mgr-Mkt A & P	107F	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Division Manager	104	9E	$ 108.135173	$ 18,743.43	$ 224,921.16	$ 139.949308	$ 24,257.88	$ 291,094.56
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing & Comm Svc Div Mgr	075	9	$ 90.730038	$ 15,726.54	$ 188,718.48	$ 117.421500	$ 20,353.06	$ 244,236.72
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Human Resources Div Mgr	139	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,625.00	$ 31,500.00
Municipal Services Div Mgr	110	9	$ 89.478981	$ 15,509.69	$ 186,116.28	$ 115.795038	$ 20,071.14	$ 240,853.68
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/21/2025
Approved 11/18/2025

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ -		$ -	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 133.290346	$ 23,103.66	$ 277,243.92
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Purchasing Division Manager	147	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Risk Manager	700	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 111.478442	$ 19,322.93	$ 231,875.16
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40

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City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/21/2025
Approved 11/18/2025

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

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City of Santa Clara
The Center of What's Possible

Effective 12/21/2025
Approved 11/18/2025

As-Needed Salary Plan

Job Code	Description	Minimum Hourly Rate	Maximum Hourly Rate
349	TEMPORARY EMPLOYEE	$ 18.70	$ 214.06
362	CROSSING GUARD	$ 18.70	$ 28.50
100	EMERGENCY MEDICAL TECHNICIAN	$ 18.70	$ 20.19
501	INSTRUCTOR/LIFEGUARD	$ 18.70	$ 25.31
502	LABORER	$ 18.70	$ 24.85
524	LAW CLERK I	$ 18.70	$ 20.16
523	LAW CLERK II	$ 19.61	$ 23.84
542	LIBRARY PAGE		$ 18.70
537	LIBRARY TECHNOLOGY AIDE		$ 18.70
608	NUTRITION MEAL SERVER	$ 18.70	$ 20.81
609	NUTRITION SITE MANAGER	$ 19.53	$ 24.71
865	OFFICE CLERK I	$ 29.18	$ 35.50
870	OFFICE CLERK II	$ 32.15	$ 39.21
617	PER DIEM DISPATCHER (CITYWIDE)		$ 75.00
618	PER DIEM DISPATCHER (STADIUM)		$ 70.00
619	PER DIEM POLICE OFFICER		$ 95.00
666	POOL MANAGER	$ 21.02	$ 27.84
606	RECORDS ASSISTANT	$ 18.70	$ 18.41
699	RECREATION INSTRUCTOR	$ 18.70	$ 30.91
681	RECREATION LEADER I	$ 18.70	$ 21.56
682	RECREATION LEADER II	$ 19.28	$ 25.10
683	RECREATION LEADER III	$ 20.65	$ 27.57
698	RECREATION OFFICE ASSISTANT	$ 18.70	$ 21.56
684	RECREATION PROGRAM COORDINATOR	$ 21.69	$ 32.33
686	RECREATION SPECIALIST	$ 18.86	$ 27.57
756	SR LIBRARY PAGE	$ 18.70	$ 20.96
497	STUDENT INTERN I	$ 18.70	$ 22.00
498	STUDENT INTERN II	$ 21.69	$ 26.25
504	STUDENT INTERN III	$ 23.97	$ 29.00
848	TRAFFIC CONTROL SPECIAL EVENTS		$ 30.00

ORDINANCE NO. 1969

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 3.20 ("MINIMUM WAGE ORDINANCE") OF TITLE 3 ("REVENUE AND FINANCE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, families and workers need to earn a living wage, and public policies which help achieve that goal are beneficial;

WHEREAS, payment of a minimum wage advances the interests of the City as a whole, by creating jobs that keep workers and their families out of poverty;

WHEREAS, a minimum wage will enable a worker to meet basic needs and avoid economic hardship;

WHEREAS, this ordinance is intended to improve the quality of services provided in the City to the public by reducing high turnover, absenteeism, and instability in the workplace;

WHEREAS, prompt and efficient enforcement of this Chapter will provide workers with economic security and the assurance that their rights will be respected;

WHEREAS, key findings of a regional minimum wage study survey performed by the Institute for Research on Labor and Employment at UC Berkeley and BW Research Partnership showed that increasing the minimum wage to $15.00 an hour by 2019 in Santa Clara County would:

- Increase earnings for 250,000 workers;
- Raise average annual earnings of affected workers by 19.4 percent;
- Slightly increase average retail prices in Santa Clara County by 0.2 percent over three years;
- Have a net effect on employment that is slightly negative at the county level (1,450 jobs) and close to zero at a 10 county regional level; and,

WHEREAS, the Cities Association of Santa Clara County recommends a regional minimum wage increase to $15.00 by 2019 as an effort to prevent an uneven playing field that can be damaging to local economies, provide equity to the shared countywide economy, and implement regional consistency across the county.

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

SECTION 1: That Chapter 3.20 ("Minimum Wage Ordinance") of Title 3 ("Revenue and Finance") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"Chapter 3.20

MINIMUM WAGE ORDINANCE

Sections:

3.20.010 Title.
3.20.020 Authority.
3.20.030 Definitions.
3.20.040 Minimum wage.
3.20.050 Waiver through collective bargaining.
3.20.060 Notice, posting and payroll records.
3.20.070 Retaliation prohibited.
3.20.080 Implementation.
3.20.090 Enforcement.
3.20.100 Relationship to other requirements.
3.20.110 Application of minimum wage to welfare-to-work programs.
3.20.120 Fees.

3.20.010 Title.

This chapter shall be known as the minimum wage chapter of the City of Santa Clara.

3.20.020 Authority.

This Chapter is adopted pursuant to the powers vested in the City of Santa Clara under the laws and Constitution of the State of California, but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution and Section 1205(b) of the California Labor Law.

3.20.030 Definitions.

The following terms shall have the following meanings:

(a) "City" shall mean City of Santa Clara or any agency designated by the City to administer the terms of this Chapter.

(b) "Employee" shall mean any person who:

(1) In a calendar week performs at least two (2) hours of work for an Employer as defined below.

(2) Qualifies as an employee entitled to payment of a minimum wage from any employer under the California minimum wage law, as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission, or is a participant in a Welfare-to-Work Program.

(c) "Employer" shall mean any person, including corporate officers or executives, as defined in Section 18 of the California Labor Code, who directly or indirectly through any other person, including through the services of a temporary employment agency, staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee and who is either subject to Chapter 3.40 SCCC or maintains a facility in the City.

(d) "Governmental Agencies" shall include federal agencies, state agencies, school districts and auxiliary organizations as defined under Education Code sections 72670(c) and 89901. Governmental Agency does not include the City of Santa Clara.

(e) "Minimum Wage" shall have the meaning set forth in SCCC 3.20.040.

(f) "Welfare-to-Work Program" shall mean the CalWORKS Program, County Adult Assistance Program (CAAP) which includes the Personal Assisted Employment Services (PAES) Program, and General Assistance Program, and any successor programs that are substantially similar to them.

3.20.040 Minimum wage.

(a) Employers shall pay Employees no less than the Minimum Wage set forth in this Section for each hour worked within the geographic boundaries of the City of Santa Clara. Governmental Agencies are exempt from the minimum wage requirements under the principle of governmental immunity when the work performed is related to the agency's governmental function.

(b) Effective January 1, 2017, the Minimum Wage shall be an hourly rate of $11.10. Effective January 1, 2018, the Minimum Wage shall be an hourly rate of thirteen dollars ($13.00). On January 1, 2019, the Minimum Wage shall be an hourly rate of fifteen dollars ($15.00), except when these scheduled increases are temporarily suspended under subsection (f). To prevent inflation from eroding its value, beginning on January 1, 2020, and each January 1st thereafter, the Minimum Wage shall increase by an amount corresponding to the increase, if any, in the cost of living. The prior year's increase in the cost of living shall be measured by the percentage increase, if any, as of August of the preceding year of the Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, CA for All Items) or its successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the Minimum Wage increase rounded to the nearest multiple of five ($.05) cents. If there is no net increase in the cost of living, the minimum wage shall remain unchanged for that year. Cost of living increases to the Minimum Wage shall not exceed five (5) percent. The adjusted Minimum Wage shall be announced by October 1 of each year, and shall become effective as the new minimum wage on January 1 of the following year.

(c) Commissions or guaranteed gratuities, not including discretionary tips, may be counted toward payment of the Minimum Wage when the commissions or guaranteed gratuities are earned and paid together with other compensation paid to an employee and are equal to or greater than the current Minimum Wage. For each pay period, Employers shall pay the Employee an amount that equals or exceeds the current hourly Minimum Wage.

(d) The Employer may offset a portion of the Minimum Wage for housing and meal costs only if the offsets are the same as those available under the California minimum wage law. The offsets shall only be recognized if there is a prior voluntary agreement between the Employer and the Employee.

(e) A violation for unlawfully failing to pay the Minimum Wage shall be deemed to continue from the date immediately following the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.

(f) On or before September 1, 2017, and on or before every September 1 thereafter until the Minimum Wage is fifteen dollars ($15.00) per hour, to ensure that economic conditions can support a minimum wage increase, the City Manager or his/her designee shall annually make a determination and certify to the City Council whether each condition below is met:

(A) Total nonfarm employment for California, seasonally adjusted, decreased over the three-month period from April to June, inclusive, prior to the September 1 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in March, as reported by the Employment Development Department.

(B) Total nonfarm employment for California, seasonally adjusted, decreased over the six-month period from January to June, inclusive, prior to the September 1 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in December, as reported by the Employment Development Department.

(C) California state retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending one month prior to the September 1 determination is less than retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending 14 months prior to the

September 1 determination. The calculation for the condition specified in this subparagraph shall be made by the City Manager of designee using data posted online by the State Board of Equalization, following the procedure specified in paragraph (1) of subdivision (c) of Section 1182.12 of the California Labor Code as follows:

(i) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the total retail sales (sales before adjustments) for the prior month derived from their daily retail sales and use tax reports.

(ii) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the monthly factor required to convert the prior month's retail sales and use tax total from all tax rates to a retail sales and use tax total from a 3.9375-percent tax rate.

(iii) The Department of Finance shall multiply the monthly total from clause (i) by the monthly factor from clause (ii) for each month.

(iv) The Department of Finance shall sum the monthly totals calculated in clause (iii) to calculate the 12-month July 1 to June 30, inclusive, totals needed for the comparison in this subparagraph.

(g) If, for any year, the condition in either subsection (A) or (B) of SCCC 3.20.040(f) is met, and if the condition in subsection (C) of SCCC 3.20.040(f) is met, the City Council may, on or before October 1 of that year, make a determination to temporarily suspend the minimum wage increase scheduled for the following year.

(h) If the City Council makes a determination to temporarily suspend the scheduled minimum wage increases for the following year, all dates specified in SCCC 3.20.040(b) that are subsequent to the October 1 determination date shall be postponed by an additional year.

3.20.050 Waiver through collective bargaining.

To the extent required by federal law, all or any portion of the applicable requirements of this Chapter may be waived in a bona fide collective bargaining agreement, provided that such waiver is explicitly set forth in such agreement in clear and unambiguous terms.

3.20.060 Notice, posting and payroll records.

(a) By January 1 of each year, the City shall publish and make available to Employers a bulletin announcing the adjusted Minimum Wage rate for the upcoming year, which shall take effect on January 1. In conjunction with this bulletin, the City shall by January 1, or as soon as practicable thereafter of each year publish and make available to Employers, in the top three languages spoken in the City based on the latest available census information for the City, a notice suitable for posting by Employers in the workplace informing Employees of the current Minimum Wage rate and of their rights under this Chapter.

(b) Every Employer shall post in a conspicuous place at any workplace or job site where any Employee works the notice published each year by the Office informing Employees of the current Minimum Wage rate and of their rights under this Chapter. Every Employer shall post such notices in the top three languages spoken in the City based on the latest available census information for the City at the workplace or job site. Every Employer shall also provide each Employee at the time of hire with the Employer's name, address, and telephone number in writing.

(c) Employers shall retain payroll records pertaining to Employees for a period of four years, and shall allow the City access to such records, with appropriate notice and at a mutually agreeable time, to monitor compliance with the requirements of this Chapter. Where an Employer does not maintain or retain adequate records documenting wages paid or does not allow the City reasonable access to such records, the Employee's account of how much he or she was paid shall be presumed to be accurate, absent clear and convincing evidence otherwise.

3.20.070 Retaliation prohibited.

(a) It shall be unlawful for an Employer or any other party to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this Chapter. Rights protected under this Chapter include, but are not limited to: the right to file a complaint or inform any person about any party's alleged noncompliance with this Chapter; and the right to inform any person of his or her potential rights under this Chapter and to assist him or her in asserting such rights. Protections of this Chapter shall apply to any person who mistakenly, but in good faith, alleges noncompliance with this Chapter.

(b) Taking adverse action against a person within ninety (90) days of the person's exercise of rights protected under this Chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

3.20.080 Implementation.

(a) Guidelines. The City shall be authorized to coordinate implementation and enforcement of this Chapter and may promulgate appropriate guidelines or rules for such purposes. Any guidelines or rules promulgated by the City shall have the force and effect of law and may be relied on by Employers, Employees and other parties to determine their rights and responsibilities under this Chapter. Any guidelines or rules may establish procedures for ensuring fair, efficient and cost-effective implementation of this Chapter, including supplementary procedures for helping to inform Employees of their rights under this Chapter, for monitoring Employer compliance with this Chapter, and for providing administrative hearings to determine whether an Employer or other person has violated the requirements of this Chapter.

(b) Reporting Violations. An Employee or any other person may report to the City in writing any suspected violation of this Chapter. The City shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the Employee or person reporting the violation. Provided, however, that with the authorization of such person, the City may disclose his or her

name and identifying information as necessary to enforce this Chapter or other employee protection laws. In order to further encourage reporting by Employees, if the City notifies an Employer that the City is investigating a complaint, the City shall require the Employer to post or otherwise notify its Employees that the City is conducting an investigation, using a form provided by the City.

(c) Investigation. The City shall be responsible for investigating any possible violations of this Chapter by an Employer or other person. The City shall have the authority to inspect workplaces, interview persons and request the City Attorney to subpoena books, papers, records, or other items relevant to the enforcement of this Chapter.

(d) Informal Resolution. The City shall make every effort to resolve complaints informally, in a timely manner, and shall have a policy that the City shall take no more than one year to resolve any matter, before initiating an enforcement action. The failure of the City to meet these timelines within one year shall not be grounds for closure or dismissal of the complaint.

3.20.090 Enforcement.

(a) Where prompt compliance is not forthcoming, the City shall take any appropriate enforcement action to secure compliance. All remedies in the SCCC are considered cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing these provisions.

(1) The City may issue an administrative citation pursuant to Chapter 1.10 of the SCCC with a fine of not more than fifty dollars ($50.00) for each day or portion thereof and for each Employee or person as to whom the violation occurred or continued. The Council may modify the fine amount by Resolution.

(2) Alternatively, the City may initiate a proceeding under Chapter 1.05 of the SCCC by issuing a compliance order.

(3) The City may initiate a civil action for injunctive relief and damages and civil penalties in a court of competent jurisdiction.

(b) Any person aggrieved by a violation of this Chapter, any entity a member of which is aggrieved by a violation of this Chapter, or any other person or entity acting on behalf of the public as provided for under applicable state law, may bring a civil action in a court of competent jurisdiction against the Employer or other person violating this Chapter and, upon prevailing, shall be awarded reasonable attorneys' fees and costs and shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment of any back wages unlawfully withheld, the payment of an additional sum as a civil penalty in the amount of fifty dollars ($50.00) to each Employee or person whose rights under this Chapter were violated for each day that the violation occurred or continued, reinstatement in employment and/or injunctive relief. Provided, however, that any person or entity enforcing this Chapter on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive or restitutionary relief to employees, and reasonable attorneys' fees and costs.

(c) This Section shall not be construed to limit an Employee's right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights nor shall exhaustion of remedies under this Chapter be a prerequisite to the assertion of any right.

(d) Except where prohibited by state or federal law, City agencies or departments may revoke or suspend any registration certificates, permits or licenses held or requested by the Employer until such time as the violation is remedied.

(e) Relief. The remedies for violation of this Chapter include but are not limited to:

(1) Reinstatement, the payment of back wages unlawfully withheld, and the payment of an additional sum as a civil penalty in the amount of fifty dollars ($50.00) to each Employee or person whose rights under this Chapter were violated for each day or portion

thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this Code or state law.

(2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full.

(3) Reimbursement of the City's administrative costs of enforcement and reasonable attorney's fees.

3.20.100 Relationship to other requirements.

This Chapter provides for payment of a local Minimum Wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits, or that extends other protections.

3.20.110 Application of minimum wage to welfare-to-work programs.

The Minimum Wage established pursuant to SCCC 3.20.040(b) shall apply to the Welfare-to-Work programs under which persons must perform work in exchange for receipt of benefits. Participants in Welfare-to-Work Programs shall not, during a given benefits period, be required to work more than a number of hours equal to the value of all cash benefits received during that period, divided by the Minimum Wage.

3.20.120 Fees.

Nothing herein shall preclude the City Council from imposing a cost recovery fee on all Employers to pay the cost of administering this Chapter."

SECTION 2: CEQA – Exemption. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15031(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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SECTION 5: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 18th day of July 2017, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 22nd day of August 2017, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None
I:\ORDINANCES\17.0468 Minimum Wage Ordinance 08-17-17.doc

RESOLUTION NO. 25- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED CLASSIFIED, UNCLASSIFIED, AND AS-NEEDED SALARY PLANS FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF NOVEMBER 18, 2025 AND AN EFFECTIVE DATE OF DECEMBER 21, 2025

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified, Unclassified and As-needed Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted, with an approval date of November 18, 2025, and an effective date of December 21, 2025.

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

1. That the City hereby adopts the attached Amended Classified, Unclassified, and As-needed Salary Plan, and the attached Classified Salary Plan, for various City of Santa Clara positions, reflecting the wage increases for classified and unclassified positions previously approved by the City Council in the applicable Memoranda of Understanding with the various bargaining units and the minimum wage increase for as-needed positions.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedules for various as-needed positions shall be effective December 21, 2025 to coincide with the pay period that includes January 1, 2026 effective date, and for various classified, unclassified, and as-needed

positions shall be effective December 21, 2025, and adopted with an approval date of November 18, 2025.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Classified Salary Plan eff 12-21-2025 (for Council 11-18-2025)
2. Unclassified Salary Plan eff 12-21-2025 (for Council 11-18-2025)
3. As-needed Salary Plan eff 12-21-2025 (for Council 11-18-2025)

25-1630 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2082 amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of Park In-Lieu Fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the City Code into compliance with state law.

BACKGROUND

At the November 4, 2025, Council meeting, proposed Ordinance No. 2082 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2082 was published in the Santa Clara Weekly on November 12, 2025, and copies were posted in three public places.

DISCUSSION

The proposed ordinance will bring the City Code into compliance with state law by clarifying that, when required by law, payment of the parks impact fee will be deferred. It also goes above and beyond state law by allowing projects that do not qualify for a fee deferral under state law that receive a building permit prior to December 31, 2027, to receive approval for a deferral, provided the City Manager finds that the deferral will not negatively affect the City's park expansion efforts. The ability to defer payment of the in-lieu fee terminates if construction of the project does not begin within five years of the date upon which the building permit is issued.

The proposed ordinance also provides that any approved deferral of Park In-Lieu Fees shall require execution of a Fee Deferral Agreement between the property owner or lessee, and the City. The standard form Park In-Lieu Fee Deferral Agreement and Notice of Lien with Power of Sale was approved by Council on November 4, 2025. The City Manager will be authorized to execute the form Fee Deferral Agreement, and modify the agreement as needed for individual projects, subject to the City Attorney's approval.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations Title 14 Section 15378(b)(4) in that it is an administrative activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The Parks In-Lieu Fee is typically collected prior to the issuance of the building permit. However, the payment of Park In-Lieu Fees for specific designated residential projects are now deferred until the issuance of Certificate of Occupancy under SB 937. The proposed action would expand the Parks In-

Lieu Fee deferral to residential development projects throughout the City that receive building permits prior to December 31, 2027, and subject to the City Manager determining that the deferral will not negatively affect the City's park expansion efforts. With this change, Parks In-Lieu Fees will be collected prior to issuance of Certificate of Occupancy, which is one to three years after the current practice of collecting fees prior to the issuance of the building permit. The deferral of fees may delay the use of the funding and result in less buying power for those fees.

It is difficult to project the number of residential building permits issued in any particular year and the number of projects for which the developer will opt to pay the in-lieu fee rather than provide the park improvements. Thus, the amount of Parks In-Lieu Fee revenues that would be deferred from this proposed action compared to current practice of collecting in-lieu fees at Building Permit, and the impact, would also be difficult to anticipate.

The City deposits Parks In-Lieu Fees received into separate accounts specified for either Quimby or Mitigation Fee Act. During the development of the City's Capital Improvement Program budget, in-lieu fees are allocated to Capital Improvement Program projects with allowable uses of the funds that may include acquisition of parkland and development of neighborhood and community parks, and, under certain conditions for Quimby, the rehabilitation of existing park facilities. In-lieu fees cannot be used for ongoing maintenance.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, Community Development Department, and Parks and Recreation Department.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2082 was published in the Santa Clara Weekly on November 12, 2025, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

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

Waive Second Reading and Adopt Ordinance No. 2082 amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of park-in lieu fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law.

Reviewed by: Reena Brilliot, Director of Economic Development and Sustainability
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Ordinance No. 2082 (Intro)

ORDINANCE NO. 2082

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 17.35.080 (PROCEDURE) OF CHAPTER 17.35 (PARK AND RECREATIONAL LAND) OF TITLE 17 (DEVELOPMENT) OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO AUTHORIZE DEFERRAL OF CERTAIN PARK IN-LIEU FEE PAYMENTS SUBJECT TO CONDITIONS

WHEREAS, the Mitigation Fee Act ("Act") regulates fees for development projects, including the timings of fee and charge payments imposed by local agencies on residential developments for the construction of public improvements;

WHEREAS, California State Legislature recently amended the Act to streamline certain residential development projects, including, but not limited to a delay in timing for payment of impact fees for qualified residential development projects;

WHEREAS, the deferral of fee payments to a later date is intended to lower financing costs for builders by reducing upfront costs, thereby encouraging more housing development projects;

WHEREAS, when a fee payment under the Act is not paid fully prior to issuance of a building permit, the local agency issuing the building permit may require the property owner to execute a contract to pay the fee or charge as a condition of issuance of the building permit;

WHEREAS, the Code of the City of Santa Clara ("SCCC") section 17.35.080 sets forth the City's timing and procedure for parkland dedication or fees in lieu thereof;

WHEREAS, the SCCC serves to promote the public health, safety and welfare of the community;

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WHEREAS, recent amendments to the Act requires changes to SCCC section 17.35.080 to comply with the new laws;

WHEREAS, the City desires to bring its code into compliance with state law, and desires to facilitate housing development project construction especially during the current economic downturn to reduce barriers for housing development project construction and achieve the City's 6th Cycle California Regional Housing Needs Allocation;

WHEREAS, to temporarily assist in the facilitation of housing development project construction the City desires to allow deferrals for park in lieu fees beyond what is required by the Act;

WHEREAS, the proposed amendment to SCCC section 17.35.080 is attached hereto as **Exhibit A** and incorporated by this reference ("SCCC Code Amendment") and is intended to bring the SCCC into compliance with state law and allow the City to accomplish its goal to temporarily facilitate housing development project construction during the current economic downturn;

WHEREAS, on November 4, 2025, the City Council considered the SCCC Code Amendment along with the staff report and supporting documentation, staff presentations, information included in the record and all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed SCCC Code Amendment; and

WHEREAS, on November 4, 2025, the City Council waived a first reading and approved in the form presented the introduction of this Ordinance for the SCCC Code Amendment.

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

SECTION 1: The recitals set forth above are true and correct and are hereby incorporated herein by this reference as if fully set forth in their entirety.

SECTION 2: The City Council of the City of Santa Clara hereby amends Section 17.35.080 (Procedure) of Chapter 17.35 (Park and Recreation Land) of Title 17 (Development) of The Code of the City of Santa Clara as provided in **Exhibit A**, by adding the text shown in double underline (example) and deleting the text shown in strikeout (~~example~~).

SECTION 3: **Ordinances Repealed**. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 4: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

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SECTION 5: **CEQA**. Adoption of the SCCC Code Amendment is not a project as defined by the CEQA pursuant to CEQA Guideline section 15378 because it does not have any potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves only organizational and administrative activities of the City; it does not involve or otherwise authorize any construction or physical activity that could impact the environment. And even if adoption of the SCCC Code Amendment was considered to be a project under CEQA, it would be exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of the SCCC Code Amendment would have a significant effect on the environment given that it does not involve or authorize any construction or physical activity that could impact the environment.

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SECTION 6: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 4TH day of NOVEMBER, 2025, 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:
1. Exhibit A: SCCC Code Amendment

Exhibit A
AMENDING SECTION 17.35.080 OF THE CODE OF THE CITY OF SANTA CLARA

17.35.080 Procedure.

(a) Upon receiving a complete application for a residential development or subdivision, the Director of Parks and Recreation shall determine the conditions necessary to comply with the requirements for parkland dedication or fees in-lieu thereof as set forth in this chapter and said conditions shall be proposed to the approving authority as conditions of approval for the project. The establishment of such conditions for projects that do not involve a subdivision shall comply with the procedures set forth in Government Code Section 66001 et seq.

(b) At the time of project approval, the approving authority shall consider the recommendation of the Director of Parks and Recreation and make a final determination as to the land to be dedicated and/or fees to be paid by the developer.

(c) Any in-lieu fees imposed under this chapter shall be due and payable to the City prior to issuance of a building permit for each dwelling unit. The in-lieu fee due for each dwelling unit is determined based on the number of units within the dwelling unit and eligible credit for the dwelling unit as authorized in this Chapter. Notwithstanding the foregoing, (1) when required by applicable state law, or (2) upon request of a project developer for projects that receive building permits prior to December 31, 2027; and provided that the conditions set forth in subsection (d), below are satisfied, a developer's obligation to pay in-lieu fees may be deferred to the date which is the earlier to occur of: (i) approval of the first temporary certificate of occupancy, (ii) the final building inspection, or (iii) the issuance of a final certificate of occupancy for the project.

(d) To qualify for the fee deferral described in subsection (c), above, the City Manager must determine the deferral will not negatively affect the City's park expansion efforts, and the owner, or lessee if the lessee's interest appears of record, of the real property for which the fees are required must enter into a recordable agreement with the City that provides for the terms of deferral ("Fee Deferral Agreement"). The Fee Deferral Agreement shall be executed and recorded prior to issuance of the building permit for the development. The Fee Deferral Agreement shall constitute a lien on the property from the date of recordation and shall be enforceable against successors in interest to the property owner or lessee. Among other terms approved by the City Manager and the City Attorney, the Fee Deferral Agreement shall provide that approval of the first temporary certificate of occupancy for each separate dwelling (if there are multiple buildings) shall not be granted until the in-lieu fees are paid for that dwelling. The Fee Deferral Agreement shall also provide that, in any action to collect the in-lieu fee or any portion therefore, the City shall be entitled to all its costs of enforcement and collection, including reasonable attorney's fees. The City Manager is authorized to execute the Fee Deferral Agreement and release of lien agreement on behalf of the City in a final form acceptable to the City Attorney. Notwithstanding the foregoing, the right to defer payment shall automatically terminate if construction of the project has not commenced within five (5) years of the date upon which the building permit is issued. In such event, the building permit may be revoked, or the full amount of the fee shall become immediately due and payable.

~~(d)~~ (e)Refunds. In the event a developer does not use a building permit for construction of a dwelling unit, the City will refund the fee collected for that dwelling unit at the time of

expiration of the building permit. In addition, the City shall commit the funds to the uses authorized under this chapter within five years of the latter of the date the fee was paid, the issuance of buildings permits on one-half of the lots created by the subdivision, or the construction of one-half of the dwelling units for developments not involving subdivisions. If such fees are not committed within this time, they, without any deductions, shall be distributed and paid to the then record owners of the properties in the same proportion that the size of their lot bears to the total area of all lots within the development.

25-1559 Agenda Date: 11/18/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of September 2025

BACKGROUND
Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that the invoiced goods or services have been provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during September 2025. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
At its March 11, 2025 meeting, the Stadium Authority Board adopted the Santa Clara Stadium Authority Fiscal Year 2025-26 Operating, Debt Service, and Capital Budget which runs from April 1, 2025 to March 31, 2026. Significant expenditures (greater than $5,000) paid in September 2025 include:

- Payment totaling $172,622.71 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g., Executive Director's Office (City Manager's Office), Stadium Authority Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- Payment totaling $876,403.95 to Forty Niners SC Stadium Co, LLC for Community Facilities District (CFD) Advance Payment - Principal & Interest
- Payment totaling $1,408,603.88 to Forty Niners Stadium Management Company, LLC for September 2025 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
- Payment totaling $5,344.70 to InTWO, Inc for Financial Management System Monthly Services (August 2025)
- Payment totaling $972,675.62 to Jones Sign Co., for CapEx Project - General Building - Levi's Naming Rights Signage
- Payment totaling $110,565.00 to KPMG LLP for Audit Services

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)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT
The fiscal impact to the Stadium Authority is $3,546,254.70

COORDINATION
This report has been coordinated with the Executive Director and Stadium Authority Counsel's Offices.

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

RECOMMENDATION
Approve the list of Stadium Authority Bills and Claims for September 2025.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. September 2025 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of September 2025

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
9/15/2025	City of Santa Clara	N/A	B2516 SCSA Admin Payroll Costs	Operating	$ 77,976.12	
9/15/2025	City of Santa Clara	N/A	B2517 SCSA Admin Payroll Costs	Operating	94,646.59	
						$ 172,622.71
9/30/2025	Forty Niners SC Stadium Co, LLC	N/A	CFD Advance Payment - Principal & Interest	Debt Service		876,403.95
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Security	Operating	158,745.11	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Stadium Ops	Operating	290,755.80	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Engineering	Operating	312,647.68	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Guest Services	Operating	40,468.80	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Groundskeeping	Operating	45,818.63	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - SBL Sales & Service	Operating	193,628.47	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Stadium Builder License Buffet	Operating	185,400.00	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - Insurance	Operating	89,287.11	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - StadCo Tenant Improvements	Operating	28,229.72	
9/2/2025	Forty Niners Stadium Management Co, LLC	S-INV102277	September 2025 Stadium Manager Expenses - General & Administrative	Operating	63,622.56	
						1,408,603.88
9/12/2025	InTWO, Inc.	46149-US	Financial Management System Monthly Services (August 2025)	Operating	369.80	
9/12/2025	InTWO, Inc.	46150-US	Financial Management System Monthly Services (August 2025)	Operating	4,974.90	
						5,344.70
9/30/2025	JONES SIGNS COMPANY	Application 3	CapEx Project - General Building - Levi's Naming Rights Signage	CapEx		972,675.62
9/15/2025	JPMorgan Chase Bank, N.A.	N/A	Bank Fees	Operating		38.84
9/12/2025	KPMG LLP	8006243913	SCSA Audit Services	Operating	60,565.00	
9/12/2025	KPMG LLP	8006266308	SCSA Audit Services	Operating	50,000.00	
						110,565.00
			September 2025 Total			**$ 3,546,254.70**

25-1565 Agenda Date: 11/18/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action to Approve Amendment No. 2 to an Agreement with Everon, LLC for Fire Sprinkler Testing, Inspection, Maintenance, and Related Services at Levi's Stadium to Increase the Not to Exceed Amount and Delegate Authority for Future Amendments, and to Ratify Stadium Manager's Previous Execution of Amendment No. 1

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…."

As described in a March 21, 2023 report to the Stadium Authority Board (Board), the Stadium Manager conducted a Request for Proposal (RFP) process for fire sprinkler testing, inspection, maintenance, and related services at the Stadium in January 2023. Three proposals were received and through the evaluation process, ADT Commercial was selected as the highest-ranking bidder to perform the required scope of work. On March 21, 2023, the Stadium Authority Board approved the following actions in relation to the Stadium Manager's request to execute a three-year agreement with ADT Commercial:

1. Approved the Stadium Manager's request to execute an agreement with ADT Commercial to provide fire sprinkler testing, inspection, and maintenance services at the Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed $66,000 for the first contract year, $92,000 for the second contract year, and $70,000 for the third contract year for a total not to exceed amount of $228,000 over the three-year period, subject to budget appropriations; and
2. 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.

Since 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 these additional services. The total cost for this additional work was estimated at $9,985 plus applicable tax and exceeded the total agreement amount by $3,000. The proposed

Amendment No. 2 to the Agreement with Everon, LLC is intended to cover the expended $3,000 and provide an additional $21,000 to address potential service needs, increasing the total not to exceed amount for services in contract year three to $94,000 and the total agreement not to exceed amount to $252,000. Paragraph 14.A. in the original Agreement with ADT Commercial authorized the Stadium Manager to approve assignment of the agreement.

Stadium Manager is now requesting approval from the Stadium Authority Board for the following actions:

1. Ratify an Amendment No. 1 to the Agreement with Everon, LLC to add the fire sprinkler heads installation services;
2. Approve and authorize the Stadium Manager to execute Amendment No. 2 to the Agreement with Everon, LLC to increase the not to exceed amount for contract year three by $24,000, which brings the total not to exceed amount of the agreement to $252,000; and
3. Authorize the Executive Director to execute Amendment No. 2 and future amendments to increase the not to exceed contract amounts for contract years four and five, if necessary, provided such increases are within approved Stadium Authority budget appropriations.

A Recommendation for Award memo has been prepared by the Stadium Manager that contains more information on this request (see Attachment 4).

DISCUSSION

Regular testing of the fire sprinkler system is essential to safely operate the stadium. The vendor performs routine inspections according to standards set by the National Fire Protection Association (NFPA), carries out corrective maintenance when issues are identified, and provides on-site response and emergency services as needed. the Stadium Manager has shared in their memo that spending on fire sprinkler repairs has increased and now exceeds the initial projections outlined in the original RFP process. A few unexpected expenses occurred after the 5-year inspection, which was conducted at the end of the second contract year, including new fire sprinkler(s) in an electrical room. The requested $24,000 increase will cover the $3,000 that exceeded the original agreement amount and provide an additional fund of $21,000 that will allow the Stadium Manager to promptly address any service needs that arise during the remainder of this contract year.

Staff has reviewed the Stadium Manager’s Recommendation for Award memo and supporting documents, and recommends approval of the Stadium Manager’s request. While slightly duplicative of the Stadium Authority Board’s prior action that 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, for the purpose of clarity, staff also recommends updating the Stadium Manager’s sub-request #3 to include delegated authority to the Executive Director to approve future amendments to exercise options to extend the term of the agreement for two additional one (1) year periods and increase the not to exceed agreement amount 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. This provides for a streamlined approval process for potential agreements extension and unanticipated needs while implementing the necessary overnight.

The Stadium Authority Counsel’s Office has reviewed both amendments to the agreement for comparison to the Stadium Authority’s customary language. Nothing in the proposed amendments 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 actions being considered do 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 and pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The Stadium Authority FY 2025/26 Budget contains Shared Stadium Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Stadium Expenses are split 50/50 between the Stadium Authority and StadCo per the Stadium Lease. There are sufficient funds in the FY 2025/26 Shared Stadium Expenses Engineering line item to cover the Stadium Authority's portion (50%) of the agreement costs for the third contract year (up to $47,000). Any amendments to the agreement or exercises of options to extend the agreement that fall under future fiscal years will be subject to annual Stadium Authority budget appropriations.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Offices.

PUBLIC CONTACT

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

RECOMMENDATION

1. Ratify an Amendment No. 1 to the Agreement with Everon, LLC that covered a necessary fire sprinkler installation;
2. Approve and authorize 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; and
3. Authorize 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.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with ADT Commercial
2. Amendment No. 1 with Everon, LLC
3. Draft Amendment No. 2 with Everon, LLC
4. 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)

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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
D00025FBC0A74A3...

Francine Hughes
EVP and General Manager

"! "$ #!#&
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

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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.

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 DATE XX, 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"

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	**EVERON, LLC**
Approved By:	
Francine Hughes EVP and General 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.

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.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: October 23, 2025

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award for Everon, LLC Agreement Amendment

Background:
On March 21, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with Everon, LLC ("Everon") (previously ADT Commercial LLC) to provide fire sprinkler testing, inspection, maintenance, and related 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 a not-to-exceed amount of $228,000 over the three-year period.

The recommendation by SCSA staff was to award the three-year agreement with the option to extend for two additional one-year periods, and to authorize the Executive Director to approve exercising the option to extend the agreement for up to two more one-year periods under the same basic terms and conditions, subject to budget appropriations.

This request seeks the SCSA's approval of Amendment No. 2 to increase the contract amount for the third year by $24,000. This increase is requested for the following reasons: On October 10, 2025, the Stadium Manager executed Amendment No. 1, which authorized Everon to install fire sprinkler heads on an urgent basis, as mandated by the Santa Clara Fire Marshal. The total cost of Amendment No. 1 exceeded the contract not-to-exceed amount by $3,000.00, which is part of the requested $24,000.00 increase.

The remaining $21,000 is requested as an allowance to cover any additional unforeseen but necessary work that may arise during the final seven months of the contract. Regular testing of the fire sprinkler system is essential for the stadium's safe operation. The vendor performs routine inspections according to standards set by the National Fire Protection Association (NFPA), carries out corrective maintenance when issues are identified, and provides on-site response and emergency services as needed. Spending on fire sprinkler repairs has increased and now exceeds the initial projections outlined in the original RFP process. A few unexpected expenses occurred after the 5-year inspection, which was conducted at the end of the second contract year. The requested $21,000 allowance will allow us to address any of these services promptly.

The original contract value is $228,000, and the new contract value will be $252,000 upon approval of Amendment No. 2. This requested increase of $24,000 cost is covered in the

FY25/26 SCSA Budget, Engineering Department budget, as a shared expense. Accordingly, there is no need for a budget amendment.

The breakdown of costs is as follows for the three-year period:

- Total not-to-exceed amount for three years accounting for proposed increase in contract amount: $252,000
    - Year One – 4/1/23 through 3/31/24 - $66,000
    - Year Two – 4/1/24 through 3/31/25 - $92,000
    - Year Three – 4/1/25 through 3/31/26 - $94,000

The following have been attached as supporting documentation:

1. Executed agreement with ADT Commercial LLC dated April 1, 2023
2. Executed Amendment No. 1 dated October 10, 2025
3. Proposed amendment with Everon to increase the NTE by $24,000

Recommendation

1. Ratify Amendment No. 1 to the Agreement with Everon, LLC for emergency fire sprinkler heads installation.
2. Approve Amendment No. 2 to the Agreement with Everon, LLC for fire sprinkler testing, inspection, maintenance, and related services at Levi's Stadium to increase the not-to-exceed contract amount by $24,000.
3. Authorize the Executive Director to execute Amendment No. 2 and future amendments to increase the annual not-to-exceed contract amounts for contract years four and five, if necessary, provided such increases are within approved SCSA budget appropriations.

25-967 Agenda Date: 11/18/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of January 1 to March 31, 2025

BACKGROUND
On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled “Comprehensive Audit of Stadium”. Audit recommendation 1.Q states that “the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority and Stadium Manager staff be documented and reported quarterly or annually to the Stadium Authority Board.” Staff has implemented this audit recommendation on a quarterly basis.

At the August 25, 2020 meeting, the Stadium Authority Board provided additional direction to staff to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings.

DISCUSSION
In accordance with the Board approved audit recommendation, meetings between Stadium Authority and Stadium Manager staff for the period of January 1 to March 31, 2025 are listed below. The attendees and topics discussed at these meetings are included in this report as Attachment 1.

On occasion, both 49ers entities and Stadium Authority/City will be named jointly as defendants in a third-party litigation matter and are represented jointly in the defense of the case by insurance counsel. In such cases, joint defense meetings involving representatives of the 49ers, Stadium Authority, insurance carrier(s), and defense counsel will occur. Such meetings are privileged attorney -client communications, include discussion of confidential work product, and fall within the litigation exemption of the Public Records Act; for these reasons, such meetings are not included in this report.

Date	Meeting Purpose
01/06/2025	FIFA Permit Review Update Meeting (virtual)
01/08/2025	Weekly Accounting Status Meeting (virtual)
01/09/2025	Newly Elected Officials Orientation - Levi’s Stadium Tour (in person)
01/15/2025	Weekly Accounting Status Meeting (virtual)
01/16/2025	2026 FIFA World Cup Meeting (virtual)
01/21/2025	2026 FIFA World Cup and Stadium Issues Meeting (virtual)
01/22/2025	2026 FIFA World Cup Meeting (virtual)
01/22/2025	2026 FIFA World Cup Meeting (virtual)

01/23/2025	SCSA Training for Business Central Meeting (virtual)
01/27/2025	Stadium Capital Projects Coordination - Critical Path Meeting (virtual)
01/27/2025	2026 FIFA World Cup Pre-Meeting (virtual)
01/27/2025	2026 FIFA World Cup Meeting (virtual)
01/29/2025	2026 FIFA Agreement Discussions (virtual)
01/30/2025	2026 FIFA Assignment and Assumption Agreement Meeting (virtual)
01/30/2025	Stadium Authority Budget Meeting (in person)
01/31/2025	Parking Permit Overview Meeting (virtual)
02/03/2025	2026 FIFA World Cup Assignment and Assumption Agreement Pre-Meeting (virtual)
02/03/2025	2026 FIFA World Cup Assignment and Assumption Agreement Meeting (virtual)
02/04/2025	2026 FIFA World Cup Meeting (virtual)
02/05/2025	FIFA Guaranty Meeting (virtual)
02/06/2025	Fiscal Year (FY) 2022/23 Payroll Review Meeting (virtual)
02/07/2025	NFL Meetings During Future Host City Program (in person)
02/12/2025	2026 FIFA World Cup Meeting (virtual)
02/14/2025	2026 FIFA World Cup Assignment and Assumption Agreement Meeting (virtual)
02/25/2025	Various Stadium Issues Meeting (virtual)
02/26/2025	Weekly Accounting Status Meeting (virtual)
02/27/2025	Stadium Authority & Armanino Training for Business Central Meeting (virtual)
02/28/2025	Janitorial Services Procurement Request Meeting (virtual)
03/03/2025	Shared Stadium Expenses (SSE) Full Time Equivalent (FTE) Budget Assumptions Meeting (virtual)
03/04/2025	FY 2025/26 Budget Discussion (virtual)
03/05/2025	Weekly Accounting Status Meeting (virtual)
03/06/2025	Stadium Budget and Related Issues (virtual)
03/07/2025	FY 2025/26 Budget Discussion (virtual)
03/07/2025	Stadium Authority Capital Projects Update Meeting (virtual)
03/10/2025	Stadium Authority Capital Projects Update Meeting (virtual)
03/12/2025	Various Stadium Issues Meeting (virtual)
03/19/2025	Weekly Accounting Status Meeting (virtual)
03/24/2025	Stadium Related Issues Meeting (virtual)
03/24/2025	Stadium Authority Capital Projects Update Meeting (virtual)
03/24/2025	Stadium Authority/Stadium Manager Quarterly Status Meeting (in person)
03/26/2025	Weekly Accounting Status Meeting (virtual)

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 related to this item aside from administrative time to prepare this report.

COORDINATION
This report has been coordinated with the Stadium Authority Counsel and Treasurer’s Offices.

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

RECOMMENDATION
Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of January 1 to March 31, 2025.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. Stadium Authority and Stadium Manager Meeting Summaries for the Period of 1/1/25 to 3/31/25

FIFA Permit Review Update Meeting

Date: 1/6/2025; 3:00 pm to 4:00 pm

Virtual Meeting: Elycia Knight, Reena Brilliot, and Chuck Baker (City/SCSA); Teddy Barnes, Francine Hughes, Camila Hammer, and Nelson Ferreira (49ers/Stadium Manager)

Discussion:

- FIFA Permit Review Process

Weekly Accounting Status Meeting
Date: 1/8/2025; 2:30pm to 2:42pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Brent Ghan, Caitlin Ritchie, and Jeremiah Lagasca (49ers/Stadium Manager)

1. SBL Proceeds Transfer
2. Exhibit M Q2 Financial Statement Certificates

Newly Elected Officials Orientation - Levi's Stadium Tour
Date: 01/09/2025; 10:30 a.m. to 11:45 a.m.
Tour Participation: Vice Mayor Kelly Cox, Councilmember Albert Gonzalez, City Clerk Bob O'Keefe, Police Chief Cory Morgan, City Manager Jovan Grogan, City Attorney Glen Googins, Chuck Baker, Christine Jung, Kenn Lee, Richard Fitting (City/SCSA); Francine Melendez Hughes, Elijah Lefkow, Josh Stephens (49ers/Stadium Manager)

1. Tour included Stadium Authority Administrative Office, public safety areas, and current capital improvement projects

Weekly Accounting Status Meeting
Date: 1/15/2025; 2:30pm to 2:40pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Brent Ghan and Caitlin Ritchie (49ers/Stadium Manager)

1. Outstanding Public Safety Costs
2. Great Plains Chart of Accounts

Date: 01/16/2025, 5:00 p.m.

Zoom Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49er/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup

Date: 01/21/2025, 5:30 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup and Stadium Issues

Date: 01/22/2025, 12:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup

Date: 01/22/2025, 5:30 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup

SCSA Training for Business Central Meeting
Date: 01/23/2025; 9:00am to 10:00am
Teams Meeting: Tyler Cook (SCSA); Caitlin Richie, Chris Steele, Alex Wilson, Brent Ghan, and Jeremiah Lagasca (49ers/Stadium Manager)

1. MS Business Central training plan and timeline
2. Managed Services Agreement with Armanino
3. Licensing

Stadium Capital Projects Coordination - Critical Path

Date: 1/27/2025; 9:00 am to 10:00 am

Zoom Meeting: Elycia Knight, Afshan Hamid, Chuck Baker, Nimisha Agrawal, and Armand Lobao (City/SCSA); Ryan Van Maarth (49ers/Stadium Manager); Jose Crummit (DevCon)

Discussion:

- Permit Progress for Critical Projects
- Stadium Manager Staffing Changes

Date: 01/27/2025, 1:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed

Robert Weikert

1. 2026 FIFA World Cup Pre-Meeting

Date: 01/27/2025, 1:30 p.m.

Zoom Meeting:

For Santa Clara Stadium Authority:

Jovan D. Grogan, Executive Director

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Zaileen Janmohamed

For FIFA:

Amy Hopfinger

Curtis Franks

1. 2026 FIFA World Cup

Date: 01/29/2025, 4:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Sonia Nayak

1. FIFA Agreement Discussions

Date: 01/30/2025, 11:00 a.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Sonia Nayak

1. FIFA Assignment and Assumption Agreement

Stadium Authority Budget Meeting
Date: 01/30/25; 3:00pm to 5:00pm
In Person Meeting at Starbucks, 2030 Wyatt Dr., #110, Santa Clara, CA 95054: Kenn Lee (City/SCSA), Jeff Fong and Chris Steele (49ers/Stadium Manager)

1. Stadium Authority Proposed Budget
2. Auditor RFP

Parking Permit Overview
Date: 01/31/2025; 1:00 p.m. to 2:00 p.m.
Teams Meeting
Attendees: Chuck Baker, Christine Jung, Elycia Knight (City/SCSA); Francine Melendez Hughes, Michael Rescigno, Carlos Monroy, Jeremy Vaux (49ers/Stadium Manager)

1. Review of current permits locales
2. Permits with day of event concerns
3. 24/25 Permit strategy
4. FIFA and Superbowl strategy discussion

Date: 02/03/2025, 8:30 a.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Sonia Nayak

1. FIFA World Cup Assignment and Assumption Agreement Pre-Meeting

Date: 02/03/2025, 9:00 a.m.

Zoom Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Sonia Nayak

Robert Weikert

For FIFA:

Curtis Franks

1. FIFA World Cup Assignment and Assumption Agreement

Date: 02/04/2025, 10:30 a.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

For Bay Area Host Committee:

Sonia Nayak

1. 2026 FIFA World Cup

Date: 02/04/2025, 5:15 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup

Date: 02/05/2025, 2:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. FIFA Guaranty

FY22/23 Payroll Review

Date: 02/06/2025; 10:00 a.m. to 11:30 a.m.

Zoom Meeting: Tyler Cook, Linh Lam, Brenda Lee, and David Presley (City/SCSA); Brent Ghan, Chris Steele, and Stephanie Lee (49ers/Stadium Manager)

1. Review payroll samples

NFL Meetings during Future Host City Program
Date: 02/07/2025; 9:00 a.m. to 3:00 p.m.
In person meeting at Hyatt Regency New Orleans
Attendees: Jovan D. Grogan, Christine Jung, Elycia Knight (City/SCSA); Francine Melendez Hughes, Nelson Ferreira (49ers/Stadium Manager); Bay Area Host Committee representatives; NFL representatives; Other Host City Program participants

1. On Location
2. Security
3. NOLA Host Committee
4. Budget & Audit
5. Legal
6. Workforce/Teammates
7. Marketing & Decor

Date: 02/12/2025, 2:45 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup

Date: 02/14/2025, 2:30 p.m.

Zoom Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. 2026 FIFA World Cup

Date: 02/25/2025, 4:30 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Various Stadium Issues

Weekly Accounting Status Meeting
Date: 2/26/2025; 2:30pm to 2:43pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Brent Ghan and Jeremiah Lagasca (49ers/Stadium Manager)

1. FY 2024/25 Trust Budget
2. March Operating and Maintenance invoice
3. Stadium Builder License proceeds

SCSA & Armanino Training for Business Central Meeting
Date: 02/27/2025; 4:00pm to 5:00pm
Teams Meeting: Tyler Cook, Linh Lam, David Presley, and Brenda Lee (City/SCSA); Alex Wilson (49ers/Stadium Manager); Tim Tobias and Kelly Reese (Armanino)

1. Intro to Business Central
2. General Navigation
3. View/Query and Reporting

Janitorial Services Procurement Request
Date: 02/28/2025; 1:00 p.m. to 1:30 p.m.
Teams Meeting: Christine Jung, Grace Dougherty (SCSA); Jenti Vandertuig; Francine Melendez Hughes (Stadium Manager)

1. Discussion regarding janitorial services procurement request and Request for Proposals (RFP)

SSE FTE Budget Assumptions
Date: 03/03/2025; 11:00am to 12:00pm
Zoom Meeting: Tyler Cook, Brenda Lee, Kenn Lee, and Linh Lam (City/SCSA); Alex Acton, Chris Steele, Harshil Bhavsar, and Jeff Fong (49ers/Stadium Manager)

1. Review SSE Budget Assumptions

2025/26 Budget Discussion
Date: 03/04/2025; 11:30am to 12:30pm
Zoom Meeting: Chuck Baker, Tyler Cook, Christine Jung, Kenn Lee, Linh Lam, Glen Googins, and Su Reuter (City/SCSA); Alex Acton, Francine Hughes, and Jihad Beauchman (49ers/Stadium Manager)

1. Stadium Authority Proposed Budget

Weekly Accounting Status Meeting
Date: 3/05/2025; 2:30pm to 2:38pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Brent Ghan, Jeremiah Lagasca, and Erin Fernandez (49ers/Stadium Manager)

1. ManCo staffing changes
2. Stadium Builder License proceeds

Date: 03/06/2025, 2:30 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Stadium Budget and Related Issues

2025/26 Budget Discussion
Date: 03/07/25; 11:00am to 12:30pm
Zoom Meeting: Chuck Baker, Tyler Cook, Christine Jung, Kenn Lee, Linh Lam, Glen Googins, and Su Reuter (City/SCSA); Alex Acton, Francine Hughes, and Jihad Beauchman (49ers/Stadium Manager)

1. Stadium Authority Proposed Budget

SCSA Capital Projects Update Meeting
Date: 3/7/2025; 1:30am to 2:30pm

Zoom Meeting: Elycia Knight (City/SCSA), Chuck Baker (City/SCSA); Francine Hughes (49ers/Stadium Manager), Henry Trang (49ers/Stadium Manager)

Discussion:

- Review critical items related to capital projects
- Stadium Manager Staffing Changes

SCSA Capital Projects Update Meeting
Date: 3/10/2025; 11:00am to 12:00pm

Zoom Meeting: Elycia Knight, Chuck Baker, Afshan Hamid, Nimisha Agrawal, Armand Lobao (City/SCSA); Francine Hughes, Henry Trang (49ers/Stadium Manager), Amber Luther (Populous), Joseph Crummett (DevCon), Sylvester Ramirez (DevCon)

Discussion:

- Review critical items related to capital projects.
- Review Deferred Submittal Schedule.
- Review Crane Pick Locations for upcoming Projects.

Date: 03/12/2025, 4:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Various Stadium Issues

Weekly Accounting Status Meeting
Date: 3/19/2025; 2:30pm to 2:37pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Erin Fernandez (49ers/Stadium Manager)

1. Financial Management System support
2. March cash flow

Date: 03/24/2025, 6:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Stadium Related Issues

SCSA Capital Projects Update Meeting
Date: 3/24/2025; 11:00am to 12:00pm

Zoom Meeting: Elycia Knight, Chuck Baker, Nimisha Agrawal, Armand Lobao (City/SCSA); Henry Trang (49ers/Stadium Manager), Joseph Crummett (DevCon)

Discussion:

- Review critical items related to capital projects.
- Review Outstanding Change Orders.

STADIUM AUTHORITY/STADIUM MANAGER
QUARTERLY STATUS MEETING
March 24, 2025 | 12:00 p.m. – 12:30 p.m.
Santa Clara City Hall – Sparacino Conference Room

ATTENDEES

City/Stadium Authority

- Jovan D. Grogan, City Manager/Executive Director
- Chuck Baker, Assistant City Manager/Assistant Executive Director

49ers/Stadium Manager

- Francine Melendez Hughes, Executive Vice President & General Manager
- Peter Wilhelm, Chief Financial Officer

A G E N D A

1. Quarterly Status Meeting Updates from Stadium Manager
    - Financial Performance of Past Non-NFL Events
    - Status of Future Non-NFL Events
        - Booked Events
        - Pipeline Events
    - Parking Agreements

Weekly Accounting Status Meeting
Date: 3/26/2025; 2:30pm to 2:35pm
Teams Meeting: Tyler Cook (SCSA); Erin Fernandez and Jeremiah Lagasca (49ers/Stadium Manager)

1. CapEx
2. FMS Reviews

25-968 Agenda Date: 11/18/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of April 1 to June 30, 2025

BACKGROUND

On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled “Comprehensive Audit of Stadium”. Audit recommendation 1.Q states that “the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority and Stadium Manager staff be documented and reported quarterly or annually to the Stadium Authority Board.” Staff has implemented this audit recommendation on a quarterly basis.

At the August 25, 2020 meeting, the Stadium Authority Board provided additional direction to staff to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings.

DISCUSSION

In accordance with the Board approved audit recommendation, meetings between Stadium Authority and Stadium Manager staff for the period of April 1 to June 30, 2025 are listed below. The attendees and topics discussed at these meetings are included in this report as Attachment 1.

On occasion, both 49ers entities and Stadium Authority/City will be named jointly as defendants in a third-party litigation matter, and are represented jointly in the defense of the case by insurance counsel. In such cases, joint defense meetings involving representatives of the 49ers, Stadium Authority, insurance carrier(s), and defense counsel will occur. Such meetings are privileged attorney -client communications, include discussion of confidential work product, and fall within the litigation exemption of the Public Records Act; for these reasons, such meetings are not included in this report.

Date	Meeting Purpose
04/02/2025	Stadium Authority Insurance Procurement Meeting (virtual)
04/02/2025	Various Stadium Issues Meeting (virtual)
04/09/2025	Weekly Accounting Status Meeting (virtual)
04/21/2025	Stadium Authority Capital Projects Update Meeting (virtual)
04/21/2025	Super Bowl LX League Event Agreement (in person)
04/22/2025	Popdock Training (virtual)
04/23/2025	Super Bowl LX League Event Agreement (in person)
04/23/2025	Weekly Accounting Status Meeting (virtual)

04/23/2025	Financial Management System Meeting (virtual)
04/23/2025	Super Bowl LX Meeting (virtual)
04/24/2025	Stadium Authority Budget Meeting (in person)
04/30/2025	Weekly Accounting Status Meeting (virtual)
05/07/2025	Weekly Accounting Status Meeting (virtual)
05/14/2025	Weekly Accounting Status Meeting (virtual)
06/02/2025	Stadium Issues Meeting (virtual)
06/02/2025	Stadium Authority Capital Projects Update Meeting (virtual)
06/04/2025	Procurement Team Intro Meeting (in person)
06/04/2025	Weekly Accounting Status Meeting (virtual)
06/10/2025	Stadium and Major Event Issues Meeting (virtual)
06/11/2025	Weekly Accounting Status Meeting (virtual)
06/13/2025	2025 DHW Boiler Request for Augmentation Meeting (virtual)
06/16/2025	Stadium CapEx Project Walkthrough Meeting (in person)
06/18/2025	Financial Management System Meeting (virtual)
06/18/2025	Weekly Accounting Status Meeting (virtual)
06/26/2025	Stadium Issues Meeting (virtual)
06/30/2025	Stadium Authority/Stadium Manager Quarterly Status Meeting (in person)

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 related to this item aside from administrative time to prepare this report.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer’s Offices.

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of April 1 to June 30, 2025.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. Stadium Authority and Stadium Manager Meeting Summaries for the Period of 4/1/25 to 6/30/25

Date: 4/2/2025, 1:00 p.m.

Teams Meeting: Sujata Reuter and Aracely Azevedo (City/SCSA); Jodi Marvet (49ers/Stadium Manager); Banesa Laird and Rennetta Poncy (Alliant)

- Discussion of Insurance Procurement for Santa Clara Stadium Authority

Date: 04/02/2025, 4:30 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Various Stadium Issues

Weekly Accounting Status Meeting
Date: 4/09/2025; 2:30pm to 2:42pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Erin Fernandez and Jeremiah Lagasca (49ers/Stadium Manager)

1. Non NFL Event reporting
2. FMS Review
3. KPMG AUP Audit

SCSA Capital Projects Update Meeting
Date: 4/21/2025; 11:00am to 12:00pm

Zoom Meeting: Elycia Knight, Chuck Baker, Armand Lobao (City/SCSA); Francine Hughes (49ers/Stadium Manager)

Discussion:

- Review critical items related to capital projects.
- Review Outstanding Change Orders.

Super Bowl LX League Event Agreement
Date: 04/21/2025; 1:30 p.m. to 4:00 p.m.
In Person Meeting at Nixon Peabody LLP Office
Attendees: Jovan D. Grogan, Glen R. Googins, Chuck Baker, Christine Jung (CSC/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager); Zaileen Janmohamed, Ruth Shikada, Sonia Nayak, Robert Weikert; (Bay Area Host Committee (BAHC) or on behalf of BAHC)

1. Super Bowl LX League Event Agreement Negotiations

Popdock Training
Date: 4/22/2025; 3:00pm to 3:22pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Erin Fernandez and Jeremiah Lagasca (49ers/Stadium Manager)

1. Popdock overview and training

Super Bowl LX League Event Agreement
Date: 04/23/2025; 9:30 a.m. to 12:30 p.m.
In Person Meeting at Bay Area Host Committee Office
Attendees: Jovan D. Grogan, Glen R. Googins, Chuck Baker, Christine Jung (CSC/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager); Zaileen Janmohamed, Ruth Shikada, Sonia Nayak, Robert Weikert; (Bay Area Host Committee (BAHC) or on behalf of BAHC)

1. Super Bowl LX League Event Agreement Negotiations

Weekly Accounting Status Meeting
Date: 4/23/2025; 2:30pm to 3:24pm
Teams Meeting: Tyler Cook, Brenda Lee, and David Presley (City/SCSA); Erin Fernandez and Jeremiah Lagasca (49ers/Stadium Manager)

1. PS Depreciation & PS True-Up Invoices

Financial Management System
Managed Services Status Meeting
Date: 04/23/2025; 3:30pm to 3:50pm
Zoom Meeting: Tyler Cook, Brenda Lee, and David Presley (City/SCSA); Alex Wilson (49ers/Stadium Manager); Danny Clemenson and Chad Hundley (Armanino)

1. Available system review, available support hours and academy courses
2. Business Central integration

Date: 04/23/2025, 6:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Super Bowl LX

Stadium Authority Budget Meeting
Date: 04/24/25; 11:30am to 1:00pm
In Person Meeting at Mendocino Farms, 2040 Wyatt Dr., Santa Clara, CA 95054: Kenn Lee (SCSA); Jeff Fong and Chris Steele (49ers/Stadium Authority)

1. Stadium Authority Year End
2. Auditor RFP

Weekly Accounting Status Meeting
Date: 4/30/2025; 2:30pm to 2:37pm
Teams Meeting: Brenda Lee (City/SCSA); Erin Fernandez and Jeremiah Lagasca (49ers/Stadium Manager)

1. Capital expenditures year-end reconciliation
2. Public Safety cost invoices

Weekly Accounting Status Meeting
Date: 05/07/25; 2:30pm to 2:57pm
Teams Meeting: Tyler Cook (SCSA); Erin Fernandez and Jeremiah Lagasca (49ers/Stadium Manager)

1. MS Business Central FMS
2. Year-end tasks and deadlines
3. Purchase Order process
4. FMS Review
5. CapEx Invoices
6. Public Safety Costs
7. SBL

Weekly Accounting Status Meeting
Date: 05/14/25; 2:30pm to 2:52pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie, Erin Fernandez, and Jeremiah Lagasca (49ers/Stadium Manager)

1. Year-end tasks and deadlines
2. Purchase Order report
3. PopDock attachments

Date: 06/02/2025, 6:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Touch Base Regarding Stadium Issues

SCSA Capital Projects Update Meeting
Date: 6/2/2025; 11:00am to 12:00pm

Zoom Meeting: Elycia Knight, Armand Lobao, Nimisha Agrawal, Afshan Hamid (City/SCSA); Joseph Crummit (DevCon)

Discussion:

- Review critical items related to capital projects.
- Review Outstanding Change Orders.

Procurement Team Intro
Date: 6/04/2025; 9:00am to 10:00am
In Person Meeting at 4655 Great America Pkwy, Suite 201, Santa Clara, CA: Christine Jung, Grace Dougherty, and Elycia Knight (City/SCSA); Francine Melendez Hughes, Chris Steele (virtual/partial meeting attendance), Alyssa Kutz, and Karen Steiber (49ers/Stadium Manager)

1. Meet and greet with Stadium Manager's new procurement team
2. Procurement submittal process for Board approval
3. Potential areas of collaboration

Weekly Accounting Status Meeting
Date: 06/04/25; 2:30pm to 2:47pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie and Jeremiah Lagasca (49ers/Stadium Manager)

1. Levi's Naming Rights Capital Project
2. KPMG Audit
3. Year-end tasks and deadlines

Date: 06/10/2025, 3:00 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Touch Base Regarding Stadium and Major Event Issues

Weekly Accounting Status Meeting
Date: 06/11/25; 2:30pm to 2:39pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie and Jeremiah Lagasca (49ers/Stadium Manager)

1. Levi's Naming Rights Capital Project
2. Shared Stadium Expense True-Up

2025 DHW Boiler Request for Augmentation Meeting
Date: 06/13/25; 11:30am to 12:00pm
Teams Meeting: Elycia Knight, Chuck Baker, Christine Jung, Tyler Cook, and Brenda Lee (City/SCSA); Francine Hughes, Henry Trang, and Alex Acton (49ers/Stadium Manager)

1. Boiler Request for Augmentation
2. Overall CapEx Carryover Budget Process

Stadium CapEx Project Walkthrough
Date: 06/16/25; 11:00am to 12:00pm
In Person at Levi's Stadium: Elycia Knight, Chuck Baker, Christine Jung, Tyler Cook, Brenda Lee, David Knight, Nimisha Agrawal, Jennifer Beyers, and Elija Kozak (City/SCSA), Francine Melendez Hughes, Henry Trang, Peter Wilhelm, and Jihad Beauchman (49ers/ManCo)

1. Walkthrough of Stadium Authority and StadCo CapEx Projects
    a. Bowl Modifications
    b. Field Lights
    c. Naming Rights Signage / Video Boards
    d. Control Room
    e. Suites

Financial Management System
Managed Services Status Meeting
Date: 06/18/2025; 12:00pm to 12:22pm
Zoom Meeting: Tyler Cook, Brenda Lee, and David Presley (City/SCSA); Alex Wilson (49ers/Stadium Manager); Danny Clemenson and Chad Hundley (Armanino)

1. Available system review, available support hours and academy courses
2. Business Central integration

Weekly Accounting Status Meeting
Date: 06/18/25; 2:30pm to 2:41pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie and Jeremiah Lagasca (49ers/Stadium Manager)

1. Levi's Naming Rights Capital Project
2. Year-End Reports

Date: 06/26/2025, 3:30 p.m.

Teams Meeting:

For Santa Clara Stadium Authority:

Glen R. Googins, Stadium Authority Counsel

For 49ers/Stadium Manager:

Jihad Beauchman

1. Touch Base Regarding Stadium Issues

STADIUM AUTHORITY/STADIUM MANAGER
QUARTERLY STATUS MEETING
June 30, 2025 | 3:00 p.m. – 4:30 p.m.
Levi's Stadium

ATTENDEES

City/Stadium Authority

- Jovan D. Grogan, City Manager/Executive Director
- Chuck Baker, Assistant City Manager/Assistant Executive Director
- Christine Jung, Deputy City Manager/Deputy Executive Director
- Elycia Knight, Development Project Manager

49ers/Stadium Manager

- Francine Melendez Hughes, Executive Vice President & General Manager
- Peter Wilhelm, Chief Financial Officer

A G E N D A

1. Quarterly Status Meeting Updates from Stadium Manager
    - Financial Performance of Past Non-NFL Events
        - Metallica (early indicators)
    - Status of Future Non-NFL Events
        - Booked Events
        - Pipeline Events

2. Offsite Parking and TMOP review
    - CDD to extend new permits term through July 31, 2026 with carve outs for the Major Events through conditions in the permit

3. Capital Improvement Projects
    - Permits prior to recess
    - Gate F security
    - Levi's naming rights signage and warranty
    - Misc.

4. Stadium Manager Rent
    - SCSA response letter
    - Review list of questions

5. Additional Items
    - Procurement lead and list for form 700
    - Community Room location

- Facilities Condition Assessment status
- City Asset Marketing Program (CAMP) coordination
- Suite for Non-NFL Events
- Marketing Plan analysis status

25-868 Agenda Date: 11/18/2025

REPORT TO CITY COUNCIL

SUBJECT

Public Hearing: Action on a Vesting Tentative Map (PLN24-00044) for a Proposed Common Interest Development of Six Single-Family Housing Units Located at 4503 Cheeney Street

BACKGROUND

On September 13, 2023, Jeff Aguilar, on behalf of Valley Oak Partners (applicant) submitted a Preliminary Application under Senate Bill (SB) 330 for a six-unit single family housing project at 4503 Cheeney Street in Santa Clara ("Project"). With very limited exceptions, most housing developments of two or more units are able to submit an SB 330 "preliminary application" that locks in existing zoning standards and qualifies a project for certain streamlining provisions. On January 17, 2024, the applicant submitted a formal proposal for the subject property. The formal application request, consistent with the preliminary application, included the demolition of an existing single-family residence, the construction of six two-story single-family residences, and a vesting tentative subdivision map to create a common interest development of six condominium lots and a common access easement. The proposed project was split into two separate applications: (File No. PLN24-00034) for the Architectural Review Permit for the development of the parcel; and (File No. PLN24-00044) for the Vesting Tentative Subdivision Map. File No. PLN24-00034 was deemed complete by the Project Clearance Committee (PCC) on September 24, 2024, and File No. PLN24-00044 was deemed complete by the Subdivision Committee on August 26, 2025.

The Architectural Review Permit for the development portion of the application, File No. PLN24-00034, went to the Development Review Hearing (DRH) on December 11, 2024. There were no public comments regarding the application at the meeting, and the application was approved subject to findings and conditions of approval. The DRH staff report is available as Attachment 4.

On October 8, 2025, the Planning Commission reviewed the vesting tentative map request. Planning Commission's review and recommendation to the City Council is required under Code Section 17.05.300 - Tentative Maps. Tentative Maps are ultimately approved by the City Council. The Planning Commission voted to recommend approval of the vesting tentative map for the Project to the City Council (7-0 vote). The PC staff report is available as Attachment 5.

DISCUSSION

The project is an SB330 project, the preliminary application, PRE23-00102, was deemed complete on 10/3/2023. Due to the nature of SB330 projects, the preliminary application locked in the existing zoning standards at the time the preliminary application was deemed complete. The Classic Code was in effect on 10/3/2023 and staff has reviewed the current project based on the Classic Code.

The project was reviewed against the R3-18D zoning standards, found in Section 18.16.070 - 18.16.090 of the Classic Code. The applicant has asked for six waivers to R3-18D zoning standards,

waivers to front yard, side yard, street side yard, and rear yard setbacks, to building coverage and to total required landscaped area. The applicant has applied for one concession due to their status as an affordable housing project, the applicant applied for a waiver to allow a six-foot fence within the street side setback area. These waivers and concession were reviewed by the City Attorney's Office and were subsequently reviewed and approved at the Development Review Hearing on December 11, 2024.

At the October 8, 2025, Planning Commission meeting, staff presented the vesting tentative map request, The tentative map request is linked to the architecture review project to demolish an existing single-family home on a single parcel in order to construct six single family homes as a common interest development. Each two-story home will have 2,275 square feet of living area, four bedrooms / 2 and a half bathroom, a two-car garage, and a front porch. The project site is within the vicinity of other multi-family and townhome developments of similar density and size. Much of the surrounding properties are established in a similar mix of R1 (Single-Family Residential), R3 (Medium Density Residential), and (PD) Planned Development zoning districts.

As indicated in the Planning Commission staff report, staff recommended approval of the vesting tentative map; with the waivers and concession, the project meets the applicable zoning requirements, and the project is consistent with the Low Density Residential General Plan land use designation.

During the Planning Commission meeting, commissioners raised questions regarding affordable housing, setbacks, infrastructure impacts, and parking. The summary of the discussion is as follows:

- Affordable housing - one unit of the six will be deed restricted to be a moderate-income affordable unit.
- Setbacks - Currently the project meets setbacks due to the waivers and concessions the applicant is entitled to due to their project meeting the state definition of an 'affordable housing project'
- Infrastructure impacts - the applicant has worked with public works, streets division, and solid waste to ensure that all water, sewer, and traffic needs are met and do not put an undue burden on surrounding properties or homeowners.
- Parking - each unit will have a two-car garage, per Santa Clara City Code, all single-family homes are required to have two covered parking spaces.

As a result of the Planning Commission discussion and presentations from staff and the applicant, no modifications were required and the Commission recommended approval of the project as presented. All Commissioners were present at the hearing. In two motions, the Commission voted to recommend that the project be determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects) (7-0), and to recommend approval of the Tentative Subdivision Map (7-0).

Architectural Review

Throughout the process, the applicant has revised their submission several times and worked with the Planning Division to get to a design plan that the Planning Division supports. Full review of the architecture took place at a regularly scheduled Development Review Hearing on December 11, 2024 (Staff report contained in Attachment 4). The approved Architectural Review development plans

are provided in Attachment 5.

Senate Bill (SB) 330 Review

The project is subject to streamlining under SB 330, which was passed in 2019 to accelerate housing production in urban areas. The law limits the number of public hearings a City can conduct for a project to five, if the project complies with the applicable General Plan and zoning standards in effect at the time of the preliminary application submittal. Consistent with SB 330, the project shall be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted (September 13, 2023). The project has gone through two public hearings previously: the Development Review Hearing, on December 11, 2024, and the Planning Commission meeting on October 8, 2025. If the Tentative Map is approved by the City Council, then the project was heard in three hearings, which meets the requirements of SB 330. Community meetings and other applicant-led meetings do not count towards the five hearings allowed.

Proposed City Council Action

The project is now presented for City Council consideration and action. The following specific actions are required:

1. CEQA Determination

Determine the project to be exempt pursuant to CEQA Section 15332 (Infill development projects).

2. Vesting Tentative Map Approval

A Vesting Tentative Subdivision Map is proposed to create the condominium lots for the six townhouses. The required findings, and facts supporting them, are as follows:

- General Plan Consistency: The subdivision would be consistent with the General Plan land use designation of Low Density Residential. The subdivision would create additional residential development in proximity to jobs, incrementally advancing the City's goals to produce new housing; would provide a deed-restricted affordable housing unit, which forwards Residential Land Use Goal 5.3.2-G3 to disperse affordable housing units across the City; and is compatible in both character and size with neighboring low intensity residential development (Policy 5.3.1-P29).

- Zoning Code Compatibility: The subdivision also meets the applicable development standards of the Zoning Code. The project includes an affordable unit which allowed the applicant to use the State density bonus law to seek waivers from selected development standards. After working with the City to reduce the extent of the waivers, the applicant and the City agreed to six waivers: front yard setbacks, side yard setbacks, street side yard setbacks, rear yard setbacks, total required landscaped area, and building coverage.

Development Regs	Code Ref.	Per R3-18D Zoning	Proposed
Front yard	18.16.070	20' min.	15' min.
Side yard	18.16.080	10' min.	5.5' min.
Side yard - Street	18.16.080	20' min.	10' min. (5' to porch)
Rear	18.16.090	15' min.	10' min.
Building Coverage	18.16.100	35% max.	48%

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landscaped Area	18.16.110	45% min.	39%

- The applicant also used a state entitled concession for the corner side yard fence height to maintain a six-foot height within a required setback where only a three-foot fence would be permitted. The project, after utilizing the waivers and concession under the State Density Bonus Law, meets the applicable provisions of the City's Zoning Code.

- Site Suitability: Much of the surrounding area includes similar style residences-common interest developments with multiple residences in a singular lot. See Attachment 1 for a vicinity map.

- No Adverse Effects: The design of the subdivision and type of improvements will not cause substantial environmental damage, as the project is a small-scale residential development that will comply with current Building Code requirements, including applicable provisions of the City's Reach Code. The project would not result in adverse health effects as it will be subject to Covenants, Conditions and Restrictions for operation and maintenance of the buildings and site improvements and does not propose the use of hazardous materials.

- Conflicts With Easements: As designed, the project would not conflict with any recorded public easements for access through or use of the proposed subdivision.

- Natural/Passive Heating and Cooling: The project will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

Recommendation

Staff and the Planning Commission recommend that the City Council approve the Project by approving all of the above-described actions because the Project would be compatible with adjacent land uses, and the project is consistent with the General Plan and applicable zoning standards. Findings can be made to support the approval of the vesting tentative subdivision map. Conditions of approval are proposed for the Project and are contained in Attachment 3.

As an alternative, the Council has the option to deny the project, or to refer the matter back to staff for modifications.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects), in that the proposed project meets the following conditions:

(a) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

FISCAL IMPACT
There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION
This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Community Meeting
Consistent with the City's state the year adopted Public Outreach Policy for Planning applications, a hybrid public outreach meeting was conducted by the Property Owner/Applicant on November 13, 2024, to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to properties within 500 feet of the project site boundaries, totaling 354 mailed notices, and posted on the City's website. This meeting provided the community an opportunity to review and comment on the proposal and because of the community input, eight members of the public were in attendance. The overall concern from the public was regarding on-street parking, due to the project's proximity to Levi's Stadium and the problem some residents face with current demand for on-street parking. Each unit will have a two-car garage, per Santa Clara City Code, all single-family homes are required to have two covered parking spaces. Planning Division included a condition of approval to specify that all garage parking should be used for car parking and shall not be used exclusively for storage or etc.

Hearing Noticing
Public contact was made by posting the Development Review Hearing 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. 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.

A public hearing notice was mailed to property owners within a 500-foot radius of the project site on November 6th, 2025. Notice was also published in the Weekly, a newspaper of general circulation, on December 3rd, 2025.

RECOMMENDATION
Open the Public Hearing and continue the item to the December 16, 2025 City Council Meeting.

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department
Reviewed by: Afshan Hamid, Director of Community Development Department
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Vicinity Map

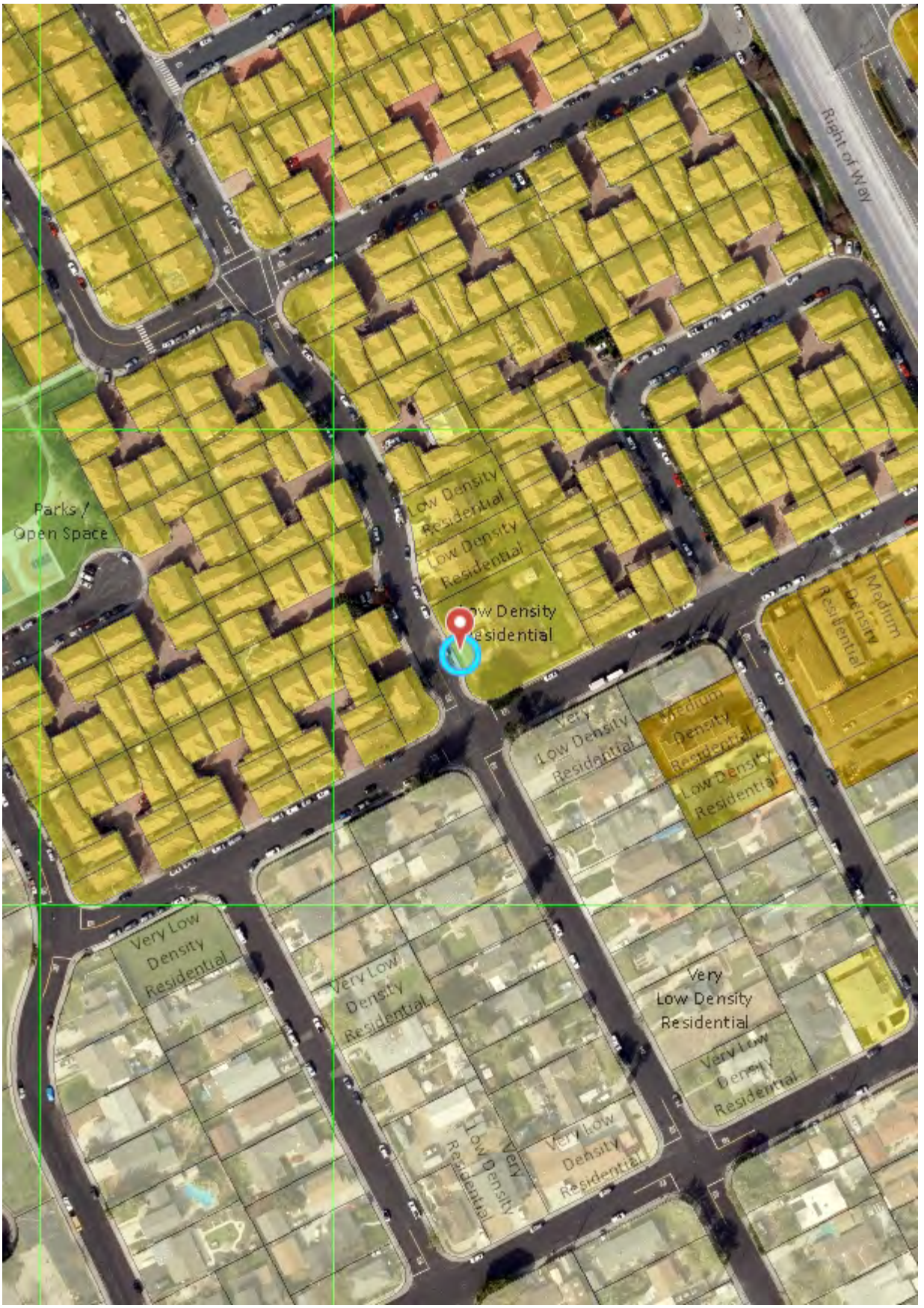
2. Resolution to Recommend Approval
3. Conditions of Approval
4. DRH Staff Report, 12/11/24
5. PC Staff Report, 10/8/25
6. Approved Architectural Review Plans
7. Vesting Tentative Map

City of Santa Clara

Vicinity (Zoning) Map - 4503 Cheeney

PD
R2
R2
R2
R3
R3
R3
R2
R1-6L
R1-6L
R1-6L

General Plan Map - 4503 Cheeney



Legend

General Plan Phase II: 2015-2

- Unknown
- Adopted Specific Plans
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Urban Center/Entertainment Distric
- Neighborhood Mixed Use
- Community Mixed Use
- Regional Mixed Use
- Very High Density Mixed Use
- Public / Quasi Public
- Low Intensity Office / R&D
- High Intensity Office / R&D
- Parks / Open Space
- Light Industrial
- Heavy Industrial
- Downtown Core
- Right of Way

City Operational Boundary

Boundary

Footprint

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 2,000

Notes

PLN24-00034

0.1 0 0.03 0.1 Miles

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A VESTING TENTATIVE CONDOMINIUM MAP FOR THE PROPOSED DEVELOPMENT OF SIX SINGLE FAMILY HOUSING UNITS, ONE DEEMED MODERATE RATE AFFORDABLE LOCATED AT 4503 CHEENEY STREET, SANTA CLARA

PLN24-00044 (Tentative Subdivision Map)

WHEREAS, on September 13, 2023, Jeff Aguilar of Valley Oak Partners ("Applicant") submitted a preliminary application under Senate Bill (SB) 330 (2019);

WHEREAS, on February 2, 2024, the Applicant filed an Architectural Review application (PLN24-00034) to redevelop a 18,651 square-foot parcel, located at 4503 Cheeney Street ("Project Site") with six residential single family units;

WHEREAS, on December 11, 2024, the Architectural Review to Demolish an Existing Single-Family Residence and Construct Six New Single-Family Detached Residences, of Approximately 2,772 Square Feet with One Affordable Unit at the Moderate Level of Affordability was approved at the Development Review Hearing (DRH);

WHEREAS, on January 22, 2024, the Applicant filed an application (PLN24-00044) for a Vesting Tentative Subdivision Map for condominium purposes to subdivide the subject property to accommodate the proposed development;

WHEREAS, the proposed vesting tentative subdivision map is consistent with the approved site plan and improvements on the Project Site for the development of the residential project approved on December 11, 2024;

WHEREAS, pursuant to Section 17.05.210 of the Code of the City of Santa Clara ("SCCC"), a Vesting Tentative Subdivision Map shall be required for all subdivisions of land into five or more parcels, including condominium developments;

WHEREAS, on September 24, 2024, the Subdivision Committee determined that the application was complete and that the proposed Vesting Tentative Subdivision Map should proceed to the Planning Commission in conformance with Section 17.05.300 of the SCCC;

WHEREAS, SCCC Section 17.05.300(g) requires that the Planning Commission make recommendations of denial, approval or conditional approval to the City Council on the Vesting Tentative Subdivision Map;

WHEREAS, the proposal is to create six residential units with common areas to serve the development ("Project") as shown on the Vesting Tentative Subdivision Map, attached hereto and incorporated herein by this reference;

WHEREAS, a determination that the proposed six unit project was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 – In-Fill Development Projects) was made at the Development Review Hearing on December 11, 2024;

WHEREAS, the proposed Vesting Tentative Map is consistent with the previously approved Project (Architectural Review approval) and would not result in a new impact on the environment or significantly increase the severity of any previously identified impact;

WHEREAS, the Planning Commission held a duly noticed public hearing on October 8, 2025, to consider the proposed Vesting Tentative Subdivision Map and the determination of the Project to be exempt from CEQA per Section 15332, and the Commission voted 7-0 to recommend approval to the City Council to approve a Vesting Tentative Subdivision Map and voted 7-0 to determine the Project exempt from CEQA per Section 15332; and

WHEREAS, on December 3, 2025, a notice of the December 16, 2025 Council hearing to consider the Vesting Tentative Subdivision Map was published in the *Weekly*, a newspaper of general circulation in the City;

WHEREAS, on November 6, 2025, notices of the public hearing on the Vesting Tentative Subdivision Map were mailed to all property owners within 500 feet of the property, according to the most recent Assessor's roll; and

WHEREAS, on December 16, 2025, City Council held a duly noticed public hearing to consider the Project, during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Vesting Tentative Subdivision Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.300(h), the Planning Commission finds and determines that:

A. The Vesting Tentative Map is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan in that the Vesting Tentative Map, and adjoining development proposal, proposes six residential condominium units that is consistent with the General Plan Designation of Low Intensity Residential's density standards, creates additional residential development in proximity to jobs, incrementally advancing the City's goals to produce new housing, provides an affordable housing unit which forwards Residential Land Use Goal 5.3.2-G3 to disperse affordable housing units across the City, is compatible in both character and size with neighboring low intensity residential development (Policy 5.3.1-P29), and subject to conditions set forth in the Conditions of Vesting Tentative Map Approval, attached hereto and incorporated by this reference.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan, in that the Vesting Tentative Map facilitates development of housing stock and construction of ownership housing opportunities for the community (Policy 5.3.1-P8) ; and

furthermore complies with General Plan Land Use and Transitional Goals and Polices of the General Plan by redeveloping a low density residential lot from a single-family unit to six single family units, meeting the density allowed and creating additional transition in scale and intensity of use from the existing surrounding Planned Development units to the single-family housing adjacent to the south.

C. The site is physically suitable for the proposed type of development, in that the Project is compatible with the adjacent uses and the zoning code.

D. The site is physically suitable for the proposed intensity of development, in that the Project Site is located in an urbanized area and is served by existing utilities and infrastructure.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the proposed residential map will implement Covenants, Conditions, and Restrictions for operation and maintenance of the site improvements and does not propose the use of hazardous materials.

F. The design of the vesting tentative map and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a previously developed site, and the proposed Condominium Map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 – In-Fill Development Projects.

G. The design of the vesting tentative map and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed Condominium in that it is designed to avoid encroachment and conflicts with public easements in the site design.

H. The vesting tentative map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter before the Planning Commission, the Planning Commission hereby recommends approval of the Vesting Tentative Map to the City Council, substantially in the form on file as shown on the attached Vesting Tentative Map and Conditions of Vesting Tentative Subdivision Map Approval, hereby incorporated by this reference.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 16TH DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Vesting Tentative Map
2. Conditions of Vesting Tentative Map Approval

Conditions of Vesting Tentative Subdivision Map Approval

PLN24-00044 / 4503 Cheeney Street

Vesting Tentative Map (PLN24-00044) for the Proposed Development of Six Single Family Housing Units Subject to SB 330 Located at 4503 Cheeney Street.

Revisions to G8, H1, W3 and removal of H3, F4, F5, and F8 (10/8/2025)

CONDITIONS OF APPROVAL

GENERAL

G1. **Subdivision Expiration.** This subdivision shall automatically be revoked and terminated if not used within two years of original grant or within the period of any authorized extension thereof. The date of granting this subdivision is the date this subdivision is approved by the Decision-making body and the appeal period has exhausted. The expiration date is one year after the City Council decision made on 11/18/2025.

G2. **Conformance with Plans.** The lot design on the subdivision map shall be designed in conformance with the subdivision map, as approved by the decision-making body.

G3. **Conditions of Plans.** All conditions of approval for this subdivision shall be reprinted and included within the first three sheets of the subdivision map sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustable exterior wall, floor, and roof finishes are strongly encouraged.

   a. During construction retaining a single company to install all fire related penetrations is highly recommended.
   b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
   c. All stair shafts shall be minimum 1-hour rated.
   d. All elevator shafts shall be minimum 1-hour rated.
   e. All trash chute shafts shall be minimum 1-hour rated.
   f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
   g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. Reach Code. This project is subject to the City of Santa Clara Reach Code, as set forth in City Code Chapters 15.36 and 15.38, with the exception of the "all-electric" requirements suspended by the City Council on January 14, 2025.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. **Residential Rental or Ownership Project with Fewer than 10 Units.**
In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements for the proposed 6 units for-sale residential development. The Applicant is utilizing State Density Bonus on this project and have elected to provide one affordable housing unit.

The One affordable unit shall be provided at an affordable housing cost for a household earning up to one hundred percent (100%) of area median income (AMI). Affordable Unit shall have prices set in accordance with the City's Below Market Purchase (BMP) Program Policies and Procedures Manual (subject to updates and changes). Applicant shall be responsible for cost incurred under the California Building Standards (California Code of Regulations, Title 24) for the each affordable for- sale residential unit. Affordable units shall be reasonably dispersed throughout the project and shall on average contain the same number of bedrooms and shall be comparable to the design of the market-rate units in terms of appearance, material and finished quality of the market rate units in the project. Affordable units shall have the same access to the project amenities and recreational facilities as market-rate units. Additionally, the Developer will cover the cost of the BMP Program to process each BMP homebuyer, at a rate of 2.5% of the Affordable Sales Price per unit.

H2. **Affordable Housing Agreement.** Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the Affordable Sales Price, identify the actual unit to be sold as the Affordable Unit, and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. There is a fee for the AHA preparation in the amount of $4,205 which will be due prior to execution of the AHA (per Municipal Fee schedule).

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The

hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F1. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F2. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F3. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F4. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F5. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F6. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F7. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F8. **Fire Safety During Construction.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

F9. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F10. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

ENGINEERING

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Easement.** Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction.

E3. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

DURING CONSTRUCTION

E4. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E5. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall

be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E6. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E7. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E8. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E9. **Easement.** Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E10. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E11. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

TRAFFIC
DURING CONSTRUCTION

E12. Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction

STREETS DIVISION
Right of Way Landscape

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. **Tree Preservations Specifications.** Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. **Mature Trees.** Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. **Tree Replacement.** 2:1 tree replacement ratio required for all trees removed from the right-of-way.

DURING CONSTRUCTION OR OPERATION

L4. **No Public Root Cutting.** No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. **In Lieu Fee.** If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

Solid Waste

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. **Post-Construction Solid Waste Generation Estimation and Collection Form.** The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. **Site Plan.** The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. **Construction Waste Diversion.** For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. **Authorized Service Haulers.** This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. **Exclusive Franchise Hauling Area.** Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. **Waste Generation Tracking.** Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. **Weight Tickets.** Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. **Final Stormwater Management Plan.** Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. **3rd Party Review of Final Stormwater Management Plan.** The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. **Notice of Intent.** For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. **Best Management Practices.** The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. **C.3 Treatment Facilities Construction Notes.** Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. **Decorative & Recreational Water Features.** Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST7. **Small Projects.** For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST8. **Interior Floor Drains.** Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST9. **Trash Enclosure Floor Drains.** Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
ST10. **Architectural Copper.** The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST11. **Biotreatment Soil Media.** Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).
ST12. **Stormwater Control Measure Inspection.** At critical construction phases, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants.
ST13. **Inspections.** Permeable Pavement, Media Filter vaults, and Trash Full Capture Devices shall be inspected by a 3rd party reviewer and/or manufacturer representative for conformance with the details and specifications of the approved plans. All new pervious concrete and porous asphalt pavements should have a minimum surface infiltration rate of 100 in./hr. as described in the SCVURPPP C.3 Handbook. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.
ST14. **Stormwater Treatment Facilities.** Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).
ST15. **Amendments to Operation & Maintenance Agreement.** Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.
ST16. **Stormwater Pollution Prevention Messaging.** Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.
ST17. **Outdoor Storage Areas.** All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST18. **As-Built Drawings.** As-Built drawing shall be submitted to the Public Works Department.
ST19. **3rd Party Concurrence Letter.** 3rd Party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The letter shall be prepared by a 3rd party consultant from the SCVURPPP List of Qualified Consultants. The City reserves the right to review the 3rd party inspection report on the C.3 stormwater facility installation.
ST20. **Final C.3 Inspection.** Applicant shall schedule and City shall conduct a final C.3 inspection.
ST21. **Operation & Maintenance Agreement.** The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most

recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

WATER & SEWER DEPARTMENT

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

W1. **Related Approvals:** Applicant shall comply with all related City approvals, entitlements, permits, or requirements associated with the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W2. **Existing Services.** The applicant shall show all existing water and sewer services, meters, and mains on the plans and indicate their sizes on the proposed site plan or on a composite utility plan. If the existing services will not be used, then the applicant shall properly abandon these services at the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W3. **Separate Services. Applicant shall provide separate water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way for each parcel to the satisfaction of the Director of Water & Sewer Utilities; shared services may be permitted provided that each parcel is separately submetered, and shared utilities are located in a parcel to be used as common areas or shared private street. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Services cannot cross a different parcel than the one it serves. No parcel shall be created that requires an easement from an adjacent parcel, parcels to be used as common areas or shared private streets excluded, in order to be served. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.**

W4. **Easements.** Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

KEY:

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

SVP = Silicon Valley Power

FD = Fire Department

ST = Stormwater

SW = Solid Waste

L = Right of Way Landscape

E = Engineering

H = Housing

W = Water and Sewer

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

24-1140 Agenda Date: 12/11/2024

REPORT TO DEVELOPMENT REVIEW HEARING

SUBJECT

PUBLIC HEARING: Action on the Architectural Review (PLN24-00034) for the Demolition of an Existing Single-Family Residence and the Construction of Six New Single-Family Detached Residences, of Approximately 2,772 Square Feet with One Affordable Unit at the Moderate Level of Affordability, Subject to SB 330 Located at 4503 Cheeney Street.

File No.: PLN24-00034
Location: 4503 Cheeney, a 18,651 square-foot lot located on the east side of Cheeney Street, on the corner of Cheeney Street and Third Street; APN: 104-09-034;
General Plan: Low Density Residential (8-19 DU/AC)
Zoned: Low Density Residential (R2)
Applicant: Jeff Aguilar
Owner: Kathleen Daudistel Trustee & Et Al
Request: Architectural Review - Demolition of an existing single-family residence and the construction of six new single family detached residences, of approximately 2,772 square feet with one affordable unit at the moderate level of affordability, subject to SB 330 located at 4503 Cheeney Street.

PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2.

POINTS FOR CONSIDERATION

- The proposed project is in a residential tract consisting of both one- and two-story residences with a mixture of detached single family and attached single family homes. See Vicinity Map in Attachment 1.
- The site currently has a single-family home (built circa 1963) that will be removed to incorporate the six new residences.
- Per the Santa Clara City Code (SCCC) 18.120.020.D2 & 3, the request requires Architectural Review approval through Development Review Hearing.
- The project proposes six new single family detached residences, each being approximately 2,772 square feet consisting of two car garages of 410 square feet, and three bedrooms and two- and one-half bathrooms.
- Direct vehicular access for the 0.44-acre lot would is from Third Street with a single driveway for the six residences. Solid Waste service for the site would be achieved with individual bins placed curbside along Third Street during service days.
- The project proposes a contemporary architectural design that appears to be in harmony with

the existing character of the neighborhood, with horizontal lap siding, stucco, box windows, and prominent entryways for two residences abutting Third Street. All roofs are hip style to reduce the massing of the structures.

- The project proposes an affordable unit, which is consistent with the City's Affordable Housing Ordinance and allows the applicant to use State density bonus law to seek waivers from the SCCC. After working with the City to reduce the extent of the waivers, the applicant and the City agreed to three waivers for: front yard setbacks, rear yard setbacks, and building coverage.
- Pursuant to the density bonus law, the applicant is also entitled to one concession for the affordable housing project, the applicant has chosen to use that concession for the corner side yard fence height to maintain a six-foot height within a required setback where only a three-foot fence would be permitted.
- The project has been submitted under Senate Bill (SB) 330 (2019) and later SB 8 (2022), which allows a project to move forward if it complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete. The applicant has worked with the City to create a design that is in harmony with the surrounding neighborhood and abides by the spirit of the 2014 Design Guidelines for Single-Family and Duplexes.
- The proposed project meets the required finding set forth in SCCC Chapter 18.120.
- There are no active City code enforcement cases for this property.
- A Community Meeting was held for the project on 11/13/2024, about eight members of the public were in attendance. The overall comment from the public was a concern regarding on-street parking.
- A neighborhood notice was distributed within a 500-foot radius of the subject site for this project review.

FINDINGS SUPPORTING STAFF'S RECOMMENDATION

Granting the Architectural Review approval requires the following findings consistent with the City Code Section 18.120.020(F):

1) That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that:
   - Each unit will have a two-car garage which will provides the Code required two covered parking spaces for each residence. Per SCCC, each garage should maintain an unobstructed 17'x17' space for parking. As conditioned, the project would require that each garage be used for parking vehicles and not only for storage.
   - The required parking spaces are not located in the required front yard or side yard landscaped areas.
   - The proposed project provides areas surfaced with all-weather materials of parking vehicles.
2) That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of

neighboring developments, and will not create traffic congestion or hazard, in that:

- The proposed residence would add an additional five residences to the property which should not create substantive traffic congestion or hazards.
- Public streets, including Cheeney Street and Third Street, are adequate in size and design to serve the proposed residences, and the use will not create a substantive increase in traffic.

3) That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:
   - The proposed project is consistent with the surrounding character of the neighborhood by including such architectural elements as box windows clad in painted accent panels, a combination of eight-inch horizontal lap siding and stucco materials, standing seam roofing on the entryways, and asphalt shingle roofing.
     - The architectural features of the proposed design are true to the architectural form and appropriate for the neighborhood.
     - The proposed project is consistent with the scale and design found in the existing surrounding neighborhoods.

4) That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:
   - The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.

5) That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:
   - The proposed development is consistent with the objective standards set forth in the General Plan and Zoning Code, and with the waivers and concession, comply with the R2 zoning district's development standards.

CONDITIONS OF APPROVAL

Conditions of approval are proposed for the project and are contained in Attachment 3.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects), in that the proposed project meets the following conditions:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air

quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

PUBLIC CONTACT

Public contact was made by posting the Development Review Hearing 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. 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.

A public hearing notice was mailed to property owners within a 500-foot radius of the project site on November 27, 2024. As of the writing of this report, planning staff has not received public comments for this application.

RECOMMENDATION

Determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects) and Approve the demolition of an existing single-family residence and the construction of six new single family detached residences, of approximately- 2,772 square feet with one affordable unit at the moderate level of affordability, located at 4503 Cheeney Street, subject to findings and conditions of approval.

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

ATTACHMENTS

1. Vicinity Map
2. Project Data and Compliance Table
3. Conditions of Approval
4. Development Plans

25-937 Agenda Date: 10/8/2025

REPORT TO PLANNING COMMISSION

SUBJECT

Public Hearing: Vesting Tentative Map (PLN24-00044) for a Common Interest Development for the Proposed Development of Six Single-Family Housing Units to Accompany Architectural Review Application (PLN24-00034), Subject to Streamlining Under SB 330 (2019), Located at 4503 Cheeney Street.

File No.: PLN24-00044
Location: 4503 Cheeney Street, a 18,651 square-foot lot located on the east side of Cheeney Street, on the corner of Cheeney Street and Third Street; APN: 104-09-034;
General Plan: Low Density Residential (8-19 DU/AC)
Zoned: Low Density Residential (R2)
Applicant: Jeff Aguilar
Owner: Jeff Aguilar
Request: Vesting Tentative Map for a Common Interest Development for the Proposed Development of Six Single Family Housing Units

Surrounding Land Uses:
North: R2 - Low Density Residential
South: Planned Development - Low Density Residential
East: Planned Development - Low Density Residential
West: Planned Development - Low Density Residential

Issues: Consistency with the City's General Plan, City's Subdivision ordinance and conformance with the Subdivision Map Act.

Staff Recommendation: The Planning Commission recommend that the City Council determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects); and adopt a resolution recommending that the Council approve the Vesting Tentative Subdivision Map for the property located at 4503 Cheeney Street, subject to findings and conditions of approval.

BACKGROUND

On September 13, 2023, Jeff Aguilar, on behalf of Valley Oak Partners (applicant) submitted a Preliminary Application under SB 330 (2019). On January 17, 2024, the applicant submitted a formal proposal for the subject property. The formal application request, consistent with the preliminary application, included the demolition of an existing single-family residence, the construction of six two-story single-family residences, and a vesting tentative subdivision map to create a common interest development of six condominium lots and a common access easement. The proposed project was split into two separate applications: (File No. PLN24-00034) for the Architectural Review Permit for the development of the parcel; and (File No. PLN24-00044) for the Vesting Tentative Subdivision Map. File No. PLN24-00034 was deemed complete by the Project Clearance Committee (PCC) on September 24, 2024, and File No. PLN24-00044 was deemed complete by the Subdivision Committee on August 26, 2025.

The Architectural Review Permit for the development portion of the application, File No. PLN24-00034, went to the Development Review Hearing (DRH) on December 11, 2024. There were no public comments regarding

the application at the meeting, and the application was approved subject to findings and conditions of approval. The DRH staff report is available as Attachment 4.

For File No. PLN24-00034, the Planning Commission's review and recommendation to the City Council is required under Code Section 17.05.300 - Tentative Maps. Tentative Maps are ultimately approved by the City Council.

Subdivision

Subdivision Map applications are reviewed for consistency with the City's General Plan, Zoning Code (Title 18), Subdivision Code (Chapter 17.05), and conformance with the Subdivision Map Act. Under the Subdivision Map Act (California Government Code § 66474(a)), a developer has the right to indicate that a map application will be proceeding as a "vesting" map, which gives the developer a right, upon map approval, to develop in substantial compliance with the ordinances, policies, and standards in effect on the date in which the developer's application is deemed complete.

In accordance with Chapter 17.05 of the City Code, the project requires a tentative subdivision map because there are five or more lots proposed. The application includes a one lot subdivision for six condominium lots and one access easement. The proposed Vesting Tentative Map was reviewed by the City's Subdivision Committee and deemed complete and cleared on August 26, 2025. Staff confirmed that the proposed subdivision will not result in any inconsistencies with the General Plan and zoning designations for the property, Building Code, or other applicable requirements.

The findings required for approval of the proposed Vesting Tentative Map include the following:

- General Plan Consistency: The subdivision would be consistent with the General Plan land use designation of Low Density Residential. The subdivision would create additional residential development in proximity to jobs, incrementally advancing the City's goals to produce new housing; would provide a deed-restricted affordable housing unit, which forwards Residential Land Use Goal 5.3.2-G3 to disperse affordable housing units across the City; and is compatible in both character and size with neighboring low intensity residential development (Policy 5.3.1-P29).

- Site Suitability: Much of the surrounding area includes similar style residences-common interest developments with multiple residences in a singular lot. See Attachment 1 for a vicinity map.

- Zoning Code Compatibility: The Project also meets most of the development standards of the Zoning Code, although the inclusion of the affordable unit allowed the applicant to use the State density bonus law to seek waivers from selected standards. After working with the City to reduce the extent of the waivers, the applicant and the City agreed to three waivers for: front yard setbacks, rear yard setbacks, and building coverage. The applicant also used a state entitled concession for the corner side yard fence height to maintain a six-foot height within a required setback where only a three-foot fence would be permitted. The project, after utilizing the waivers and concession under the State Density Bonus Law, meets the applicable provisions of the City's Zoning Code.

- No Adverse Effects: The design of the subdivision and type of improvements will not cause substantial environmental damage, as the project is a small-scale residential development that will comply with current Building Code requirements, including applicable provisions of the City's Reach Code. The project would not result in adverse health effects as it will be subject to Covenants, Conditions and Restrictions for operation and maintenance of the buildings and site improvements and does not propose the use of hazardous materials.

- Conflicts With Easements: As designed, the project would not conflict with any recorded public

easements for access through or use of the proposed subdivision.

- Natural/Passive Heating and Cooling: The project will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

Approval of the requested Vesting Tentative Subdivision Map will facilitate the development of a project consistent with the City's Zoning Code and General Plan, thereby establishing of a new, residential development in proximity to jobs, and incrementally advancing the City's goals to produce new housing. Conditions of Approval have been prepared and are provided as Attachment 3.

Architectural Review

Throughout the process, the applicant has revised their submission several times and worked with the Planning Division to get to a design plan that the Planning Division supports. Full review of the architecture took place at a regularly scheduled Development Review Hearing on December 11, 2024 (Staff report contained in Attachment 4). The approved Architectural Review development plans are provided in Attachment 5.

Senate Bill (SB) 330 Review

The project is subject to streamlining under SB 330, which was passed in 2019 to accelerate housing production in urban areas. The law limits the number of public hearings a City can conduct for a project to five, if the project complies with the applicable General Plan and zoning standards in effect at the time of application. The project has gone through one public hearing, the Development Review Hearing, on December 11, 2024, and any subsequent hearings will be counted towards the five hearings allowed. Community meetings and other applicant led meetings do not count towards the five hearings allowed. Consistent with SB 330, the project shall be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted (September 13, 2023).

Summary

The project would be compatible with adjacent land uses, the project is consistent with the General Plan and is consistent with the zoning designation. Findings can be made to support the approval of the vesting tentative subdivision map.

CONDITIONS OF APPROVAL

Conditions of approval are proposed for the project and are contained in Attachment 3.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects), in that the proposed project meets the following conditions:

(a) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Community Meeting

Consistent with the City's adopted Public Outreach Policy for Planning applications, a hybrid public outreach meeting was conducted by the Property Owner/Applicant on November 11, 2024, to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to properties within 500 feet of the project site boundaries and posted on the City's website. This meeting provided the community an opportunity to review and comment on the proposal and because of the community input,
eight members of the public were in attendance. The overall comment from the public was a concern regarding on-street parking. The project currently meets all off-street parking requirements.

Hearing Noticing

Public contact was made by posting the Development Review Hearing 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. 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.

A public hearing notice was mailed to property owners within a 500-foot radius of the project site on September 25, 2025.

RECOMMENDATION

1. Recommend that the City Council determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects); and
2. Adopt a Resolution recommending the City Council approve the Vesting Tentative Map (PLN24-00044) for a common interest development for the proposed development of six single family housing units located at 4503 Cheeney Street to accompany the Architectural Review application (PLN 24-00034), subject to findings and conditions of approval

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

ATTACHMENTS

1. Vicinity Map
2. Resolution to Recommend Approval
3. Conditions of Approval
4. DRH Staff Report, 12/11/24
5. Approved Architectural Review Plans
6. Vesting Tentative Map

SHEET LIST:

TS Cover Sheet & Project Summary

Architectural Sheets

A.1 Existing Site Photos
A.2 Architectural Site Plan
A.3 Streetscape Elevations
A.4 Perspective
A.5 Floor Plans - Plan 1
A.6 Floor Plans - Plan 1A
A.7 Building Section & Area Diagrams
A.8 Building Elevations - Plan 1A / Color Scheme A
A.9 Building Elevations - Plan 1A / Color Scheme B
A.10 Building Elevations - Plan 1 / Color Scheme C
A.11 Colors & Materials

Civil Sheets

C-1 Existing Conditions & Demolition Plan
C-2 Site Plan
C-3 Grading And Drainage Plan
C-4 Utility Plan
C-5 Stormwater Management Plan
C-6 Clean Bay Blueprint
TM1 Vesting Tentative Map
TM2 Vesting Tentative Map

Landscape Sheets

L-1 Conceptual Landscape Plan
L-2 Conceptual Tree Plan
L-3 Site Imagery and Preliminary Lighting Plan
L-4 Conceptual Irrigation Hydrozone Plan

VICINITY MAP:

PROJECT TEAM:

APPLICANT:
Valley Oak Partners, LLC
734 The Alameda, San Jose, CA 95126
Tel: 408-200-6211
Aguilar

ARCHITECT:
DAHLIN
5865 Owens Drive,
Pleasanton, CA 94588
Tel: 925-251-7200
Contact: Eric Muzzy

CIVIL ENGINEER:
CEA (Civil Engineering Associates)
128 Railway Ave, Campbell, CA 95008
Tel: 408-453-1066 x.207
Contact: John Gaylord

LANDSCAPE ARCHITECT:
vTA vanderToolen Associates
700 Ygnacio Valley Road, Suite 100,
Walnut Creek, CA 94596
Tel: 925-274-1305
Contact: Mary Carden

CODE INFORMATION:

APPLICABLE CODES:

2022 CALIFORNIA BUILDING CODE (CRC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA FIRE CODE (CFC)
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGreen Code)
CITY OF SANTA CLARA, CALIFORNIA MUNI CODE

OCCUPANCY GROUP: R-3
CONSTRUCTION TYPE: VB
BUILDING AREA / UNIT: 2,772 SF
BUILDING HEIGHT: 2 STORIES, 26'
SPRINKLER SYSTEM: NFPA 13D

PROJECT DESCRIPTION:

The project site is located at 4503 Cheeney Street. The existing site consists of a single family detached home. The project proposes demolition of existing building, and construction of 6 new single family detached homes. Each home will include a gross living area of +/- 2,275 sf, and a gross construction area of 2,772 sf. Residential development at this density is an allowed use per the existing General Plan designation.

The project layout is designed similarly to the surrounding neighborhood, with corner units entering from the Third Street frontage and interior units entering from a private driveway. Resident parking will be provided in private garages. The architectural design features a variety of colors and materials intended to compliment the proposed building articulation.

An SB 330 preapplication for this project was submitted in September 2023. The proposed project requires Architectural Review and approval of State Density Bonus.

includes requests for 7 waivers as noted in the Project Summary table.

PROJECT SUMMARY				
Location	4503 Cheeney Street, Santa Clara, 95054			
Project Number	1005.012			
Assessor Parcel Number	104-09-034			
Parcel Area (Gross)	18,651 sf	0.43 ac		
Existing Use	1 Residential unit			
DEVELOPMENT REGULATIONS	**STANDARD**	**NOTES**		**PROPOSED**
General Plan Land Use	Low Density Residential	Existing zoning is inconsistent		Low Density Residential
General Plan Density	8-19 units / gross acre	Compliant		14 units / gross acre
Zoning Designation	R1-6L - Single Family	Evaluated as R3-18D per City Planning Division		R1-6L - Single Family
DEVELOPMENT REGULATIONS	**PER R3-18D ZONING**	**CODE REF.**	**NOTES**	**PROPOSED**
Lot Area	8,500 SF min.	18.16.040	Compliant	18,651 SF
Lot Width	70' min.	18.16.050	Compliant	127.5'
Building Height	25' max.	18.16.060	DB Waiver Request 1	26'
Front yard	20' min.	18.16.070	DB Waiver Request 2	13' min.
Side yard	10' min.	18.16.080	DB Waiver Request 3	5.5' min.
Side yard - Street	20' min.		DB Waiver Request 4	10' min. (5' to porch)
Rear	15' min.	18.16.090	DB Waiver Request 5	10' min.
Building Coverage	35% max.	18.16.100	DB Waiver Request 6	48%
Open landscaped Area	45% min.	18.16.110	DB Waiver Request 7	37%
	8,393 SF			6,927 SF
Unit Count	7 max. (1/2,500 SF)	18.16.120	Compliant	6
Parking Spaces	2 / unit, 12 total	18.16.130	Compliant	2 / unit, 12 total
Driveway legnth from ROW	20' min.		Compliant	23.5'

ARCHITECTURAL SUMMARY										
unit name	unit count	bedroom count	bathroom count	gross living area / unit	total gross living area	garage area	porch area	upper level stair area	construction area / unit	total construction area
Plan 1	4	4	2.5	2,275	9,100	430	42	67	2,772	11,088
Plan 1A	2	4	2.5	2,275	4,550	430	108	67	2,772	5,544
Total	6				13,650					16,632

SHEET TS

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

COVER SHEET & PROJECT SUMMARY

N

SHEET A.1

4503 CHEENEY STREET

IN SANTA CLARA, CA

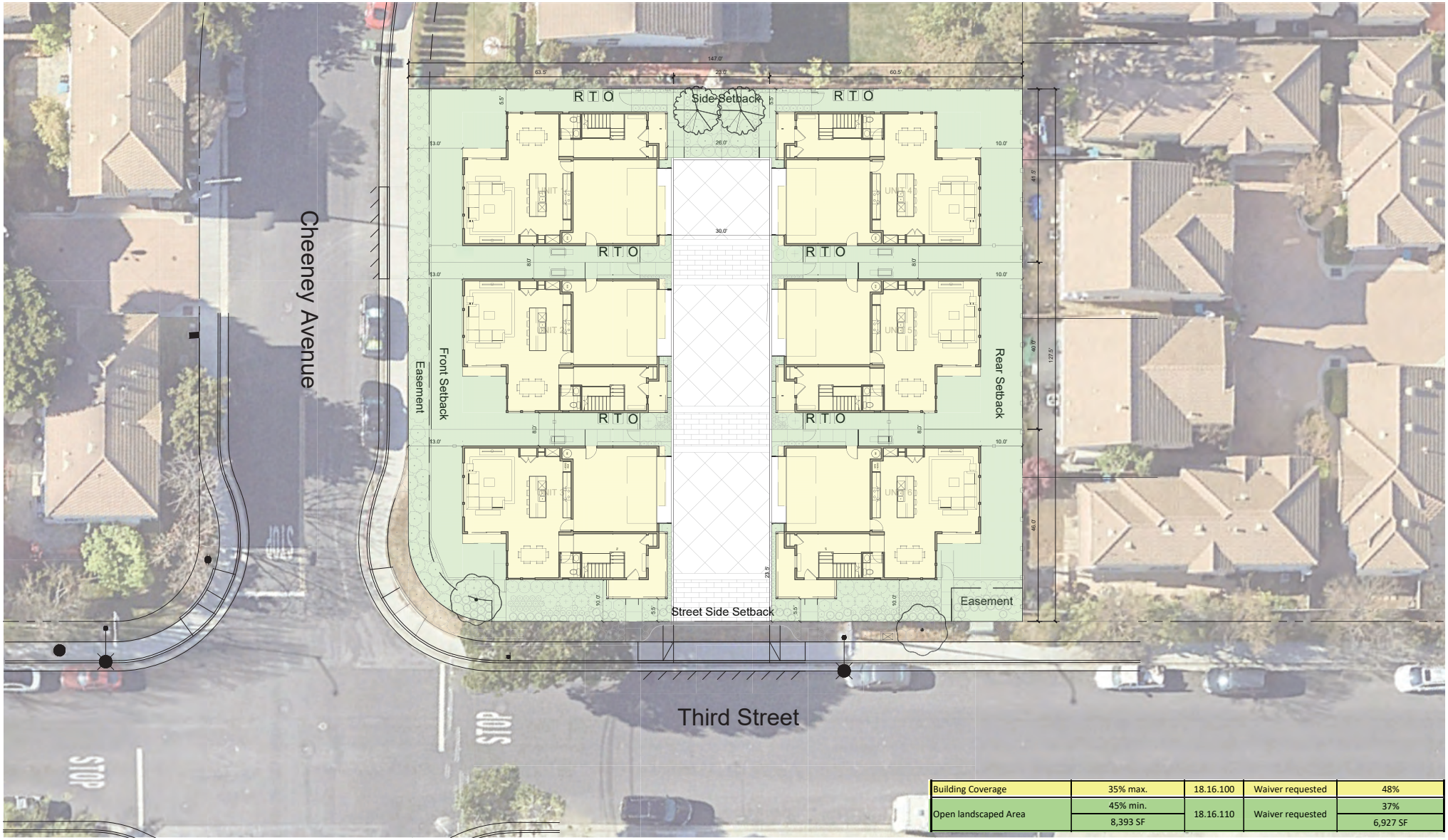
ARCHITECTURAL REVIEW - SUBMITTAL 1

EXISTING SITE PHOTOS

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

WWW.DAHLINGROUP.COM

PROJECT NO. 1005.012 | JANUARY 16, 2024



Building Coverage	35% max.	18.16.100	Waiver requested	48%
Open landscaped Area	45% min.	18.16.110	Waiver requested	37%
	8,393 SF			6,927 SF

SHEET A.2

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

ARCHITECTURAL SITE PLAN

N

0 10 20 30 FEET

VOP

DAHLIN

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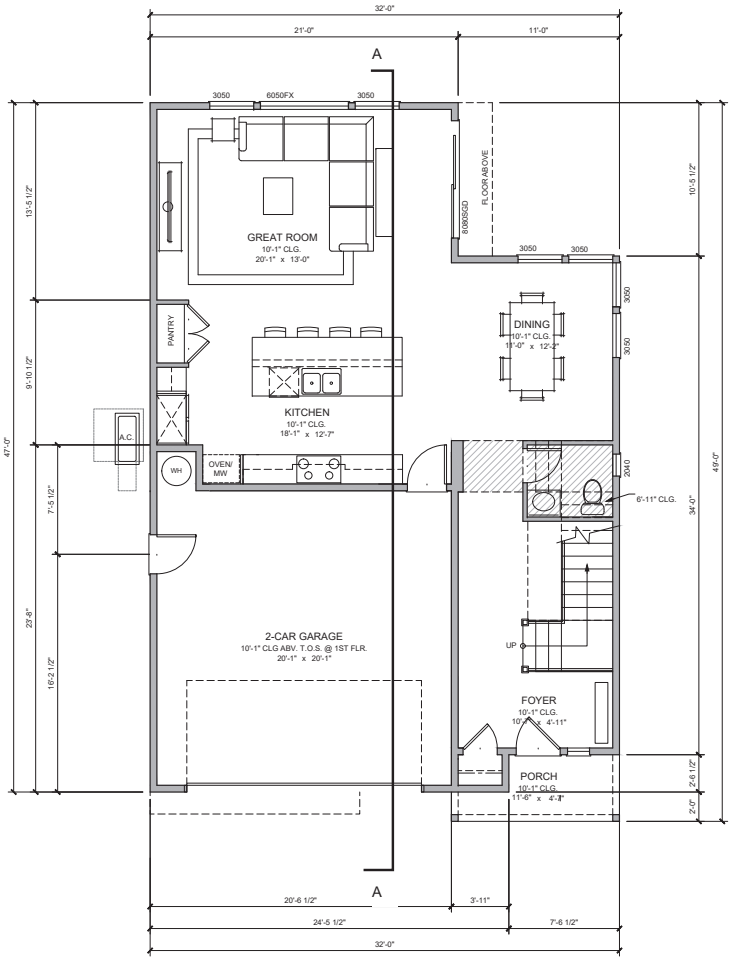
PROJECT NO. 1005.012 | JANUARY 16, 2024

THIRD STREET ELEVATION

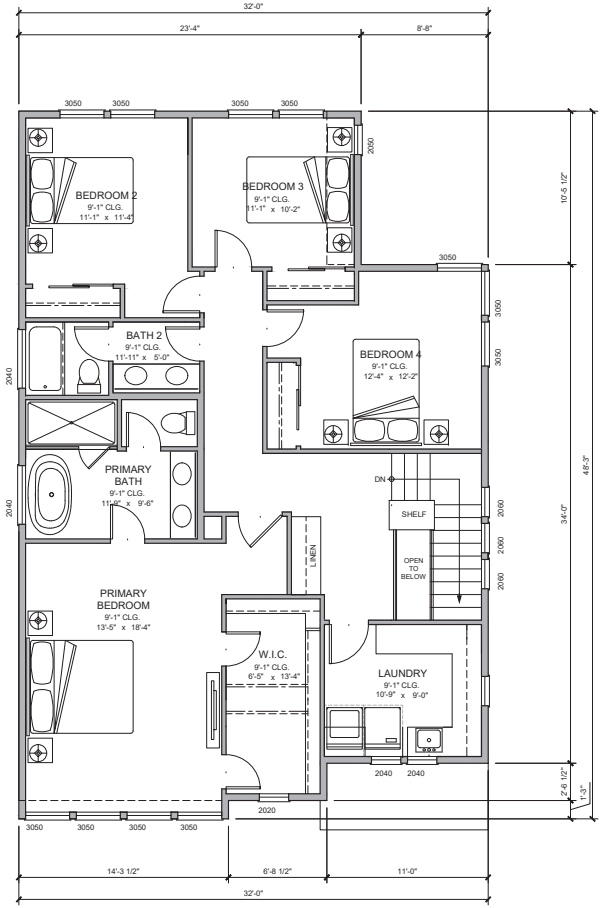
CHEENEY STREET ELEVATION

PERSPECTIVE - CORNER VIEW

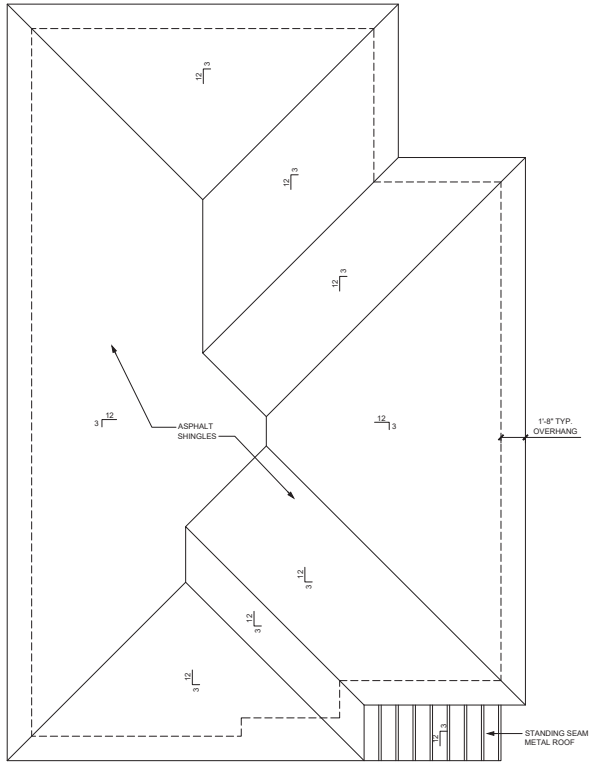


PLAN 1 - MAIN FLOOR PLAN

LOTS 2, 3, 4, & 5



PLAN 1 - UPPER FLOOR PLAN



PLAN 1 - ROOF PLAN

SITE KEY

SHEET A.5

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

FLOOR PLANS

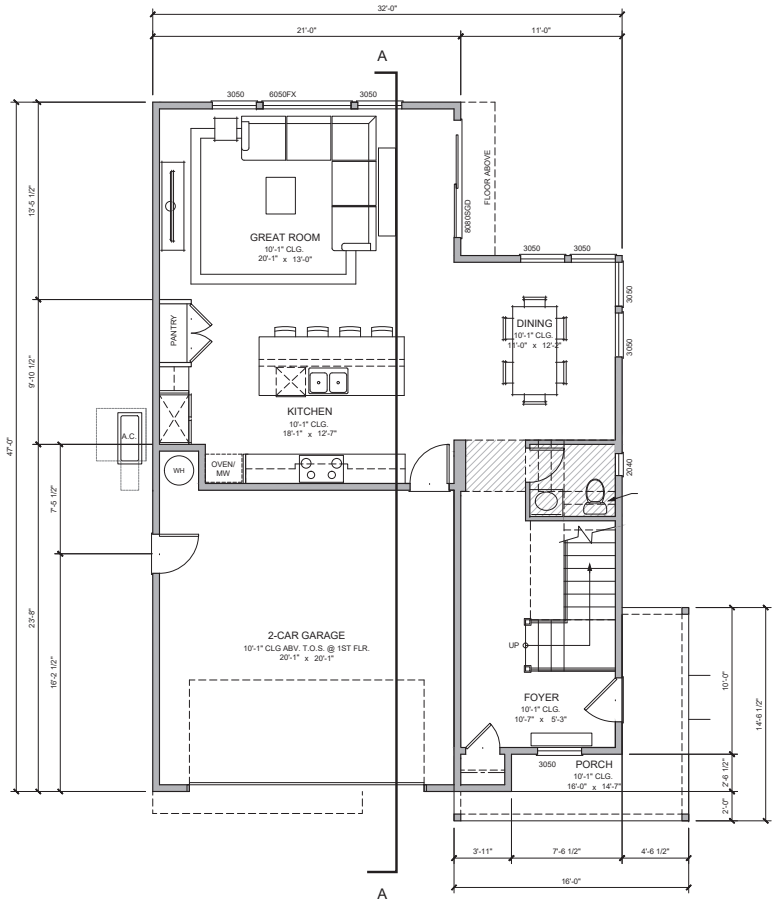
UNIT 1

N

0 2 4 8 12 FEET

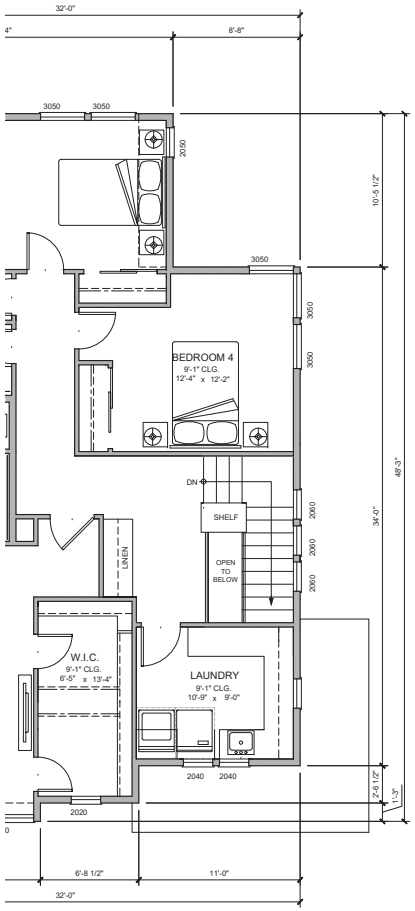
WWW.DAHLINGROUP.COM

PROJECT NO. 1005.012 | JANUARY 16, 2024

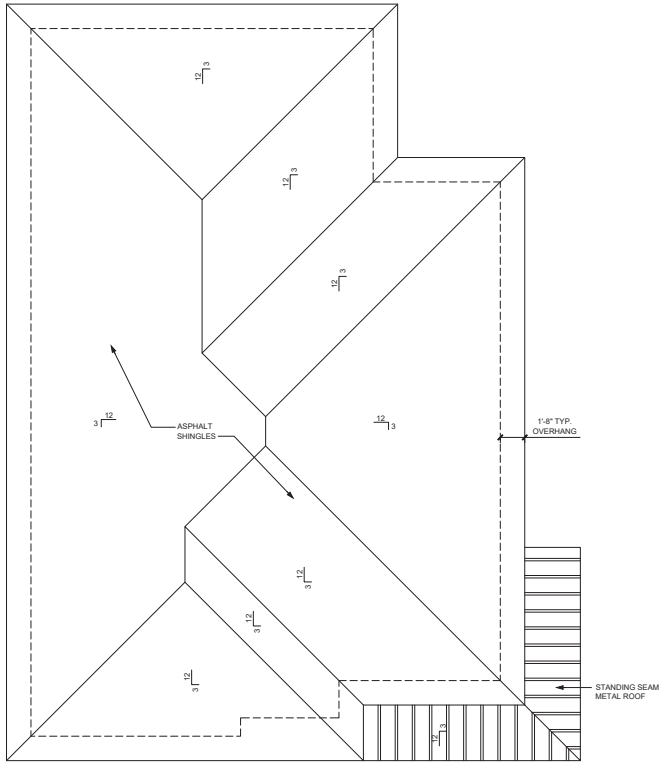


PLAN 1A - MAIN FLOOR PLAN

LOTS 1 & 6



PLAN 1A - PARTIAL UPPER FLOOR PLAN



PLAN 1A - ROOF PLAN

SITE KEY

SHEET A.6

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

FLOOR PLANS

UNIT 1A

N

0 2 4 8 12 FEET

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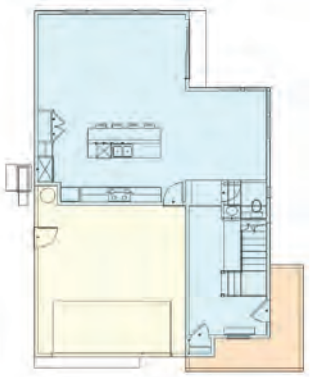
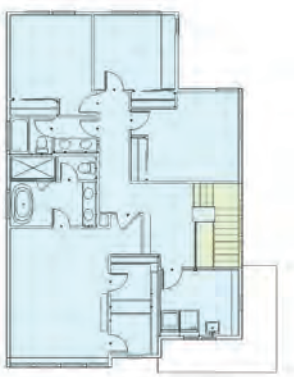
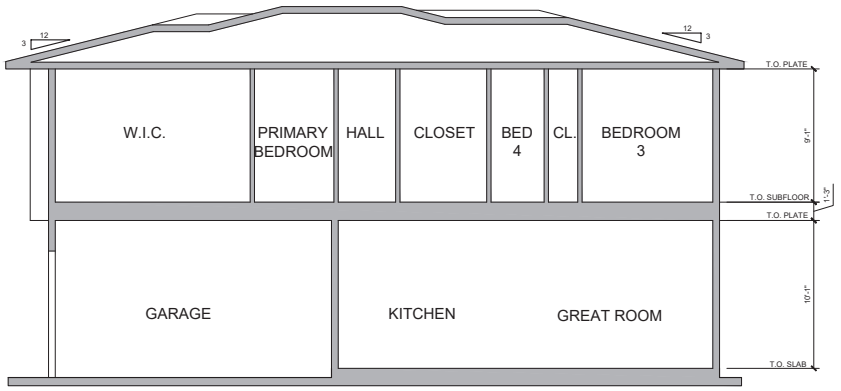
PROJECT NO. 1005.012 | JANUARY 16, 2024



PLAN 1A

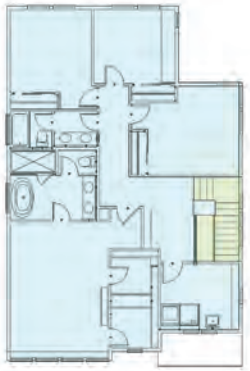


MAIN FLOOR LIVING AREA	939 SF
UPPER FLOOR LIVING AREA	1,336 SF
TOTAL LIVING AREA	**2,275 SF**
GARAGE AREA	430 SF
PORCH AREA	108 SF
UPPER LEVEL STAIR AREA	67 SF



BUILDING SECTION A-A

PLAN 1



MAIN FLOOR LIVING AREA	939 SF
UPPER FLOOR LIVING AREA	1,336 SF
TOTAL LIVING AREA	**2,275 SF**
GARAGE AREA	430 SF
PORCH AREA	42 SF
UPPER LEVEL STAIR AREA	67 SF

ARCHITECTURAL SUMMARY

unit name	unit count	bedroom count	bathroom count	gross living area / unit	total gross living area	garage area	porch area	upper level stair area	construction area / unit	total construction area
Plan 1	4	4	2.5	2,275	9,100	430	42	67	2,772	11,088
Plan 1A	2	4	2.5	2,275	4,550	430	108	67	2,772	5,544
Total	6				13,650					16,632

SHEET A.7

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING SECTION & AREA DIAGRAMS

0 2 4 8 12 FEET

VOP

DAHLIN

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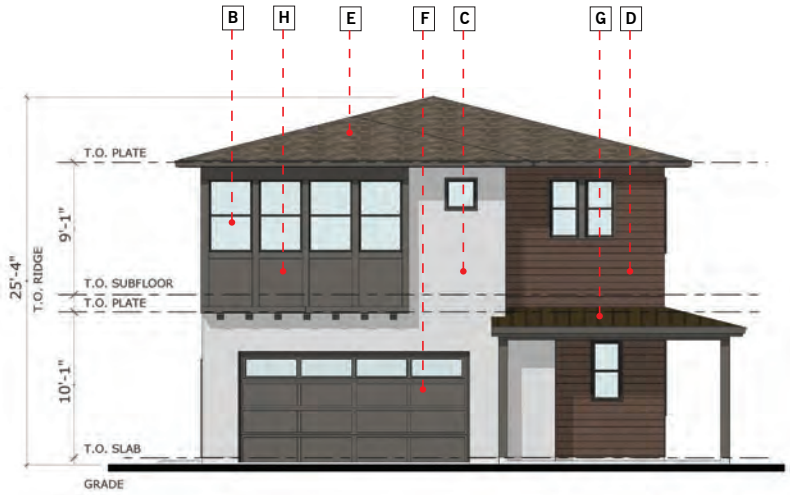
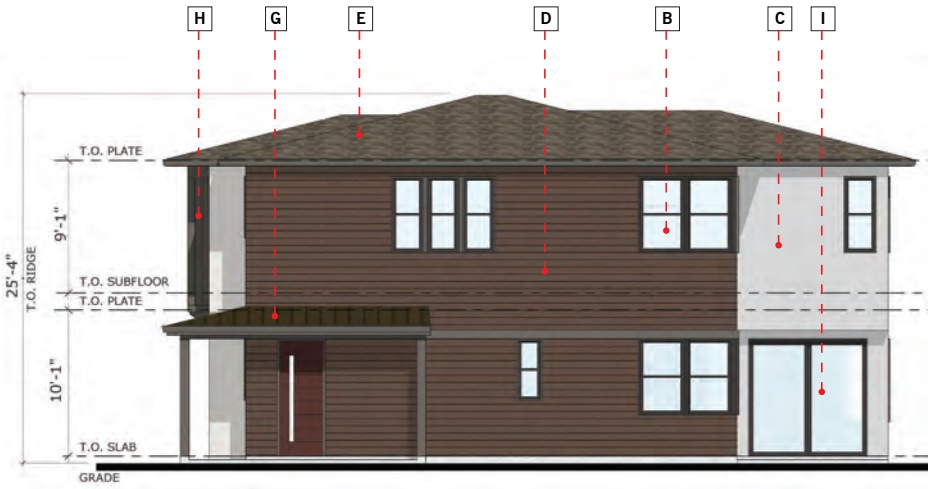


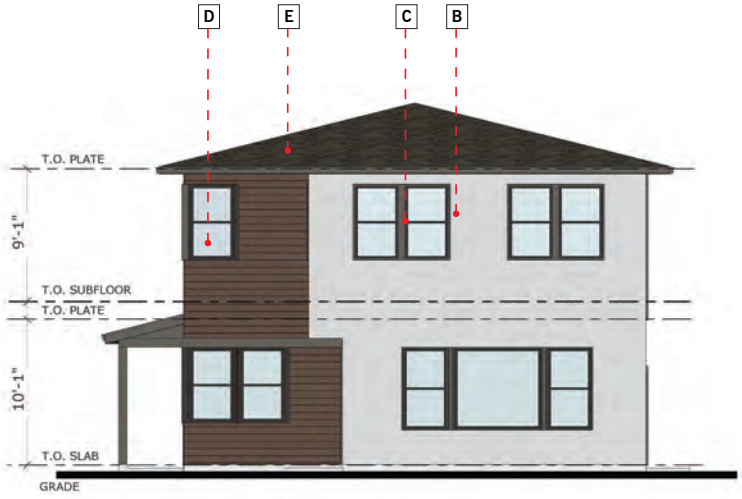
FRONT ELEVATION



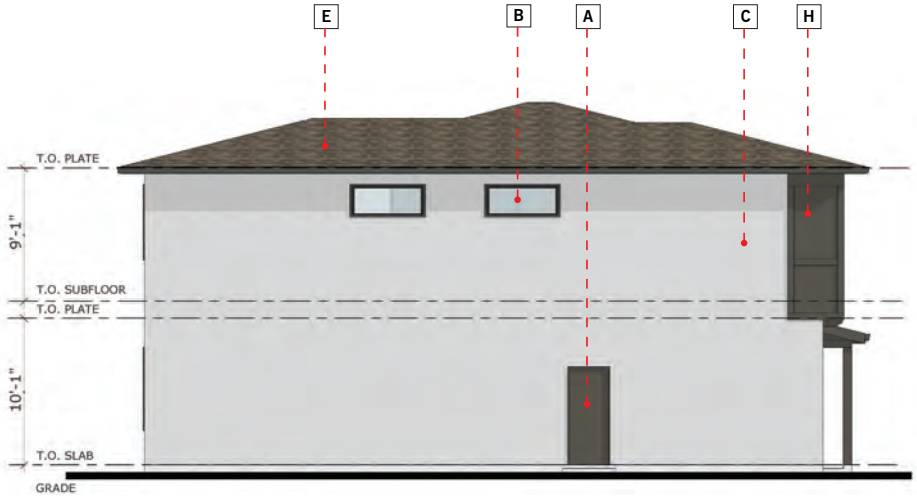
RIGHT ELEVATION

MATERIAL LIST

- A WOOD DOOR
- B VINYL WINDOWS
- C STUCCO
- D 8" HORIZ. LAP SIDING
- E COMPOSITE SHINGLE ROOFING
- F ALUMINUM GARAGE DOOR
- G STANDING SEAM ROOFING
- H PAINTED ACCENT PANEL
- I SLIDING GLASS DOOR



REAR ELEVATION



LEFT ELEVATION

SHEET A.8

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING ELEVATIONS

PLAN 1A / COLOR SCHEME A

0 2 4 8 12 FEET

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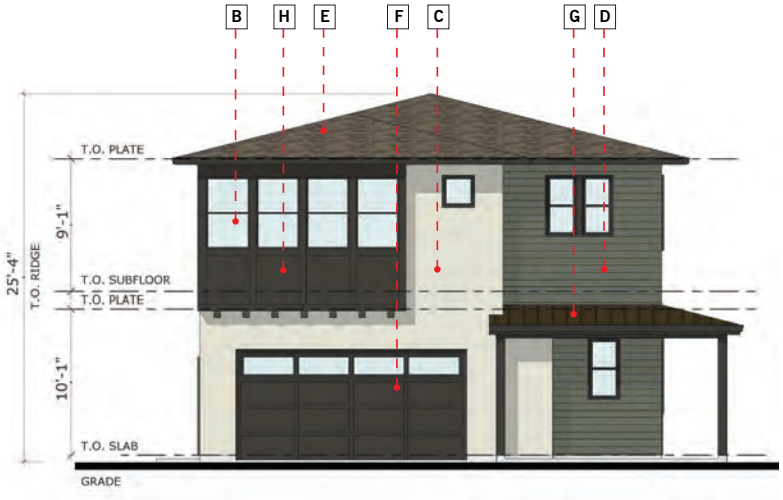

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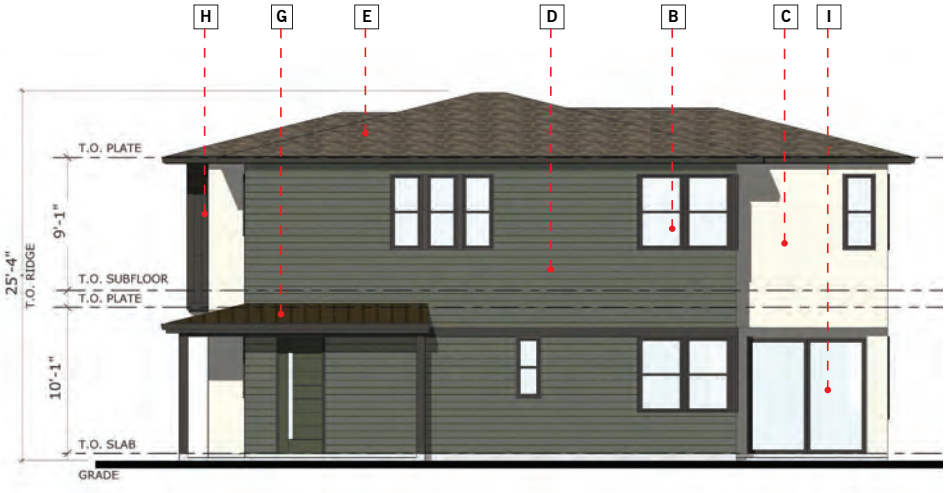
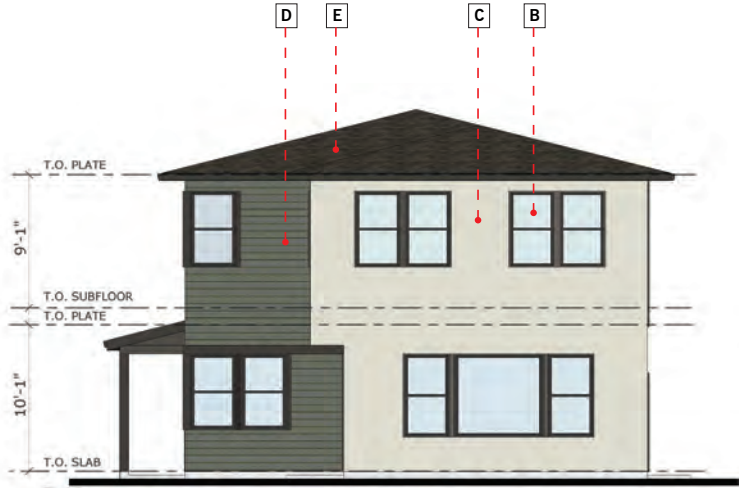


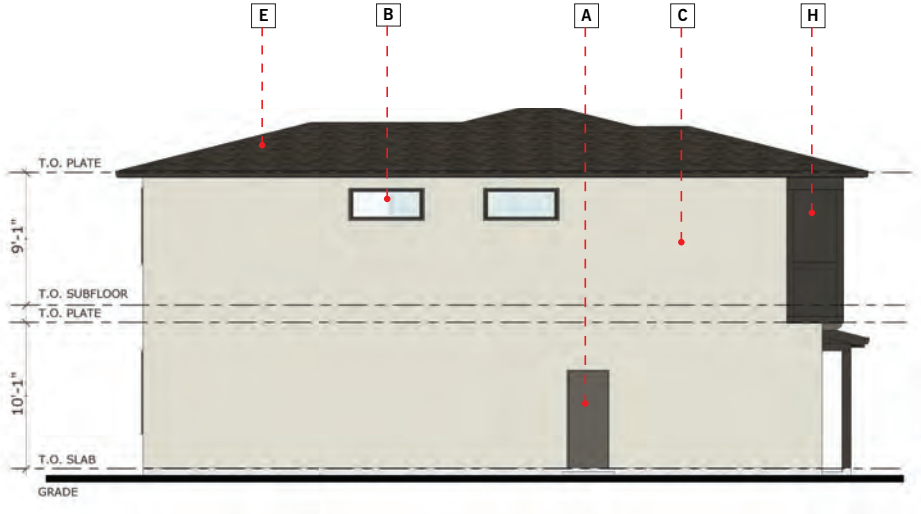
RIGHT ELEVATION

MATERIAL LIST

A	WOOD DOOR
B	VINYL WINDOWS
C	STUCCO
D	8" HORIZ. LAP SIDING
E	COMPOSITE SHINGLE ROOFING
F	ALUMINUM GARAGE DOOR
G	STANDING SEAM ROOFING
H	PAINTED ACCENT PANEL
I	SLIDING GLASS DOOR



REAR ELEVATION



LEFT ELEVATION

SHEET A.9

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING ELEVATIONS

PLAN 1A / COLOR SCHEME B

N

0 2 4 8 12 FEET

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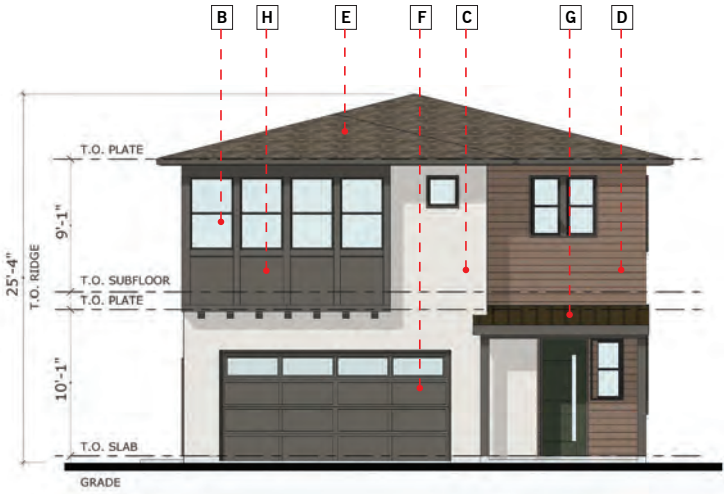
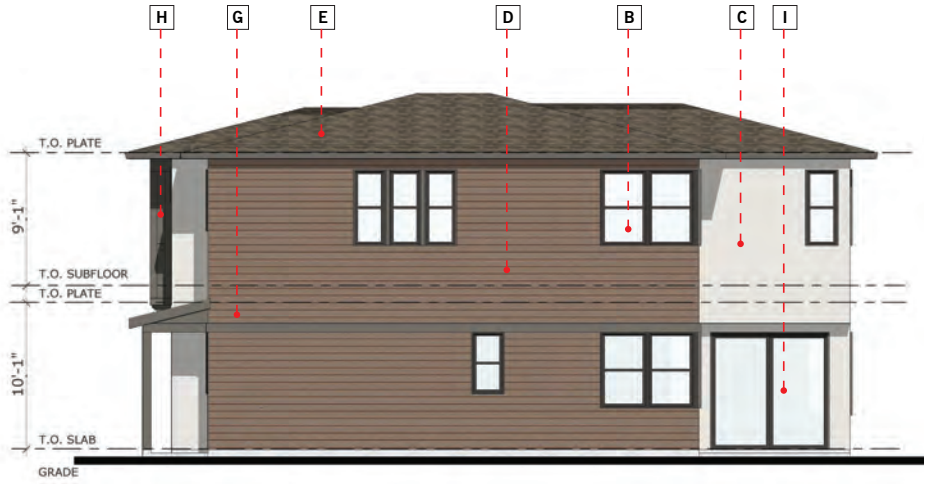
PROJECT NO. 1005.012 | JANUARY 16, 2024

VOP

DAHLIN



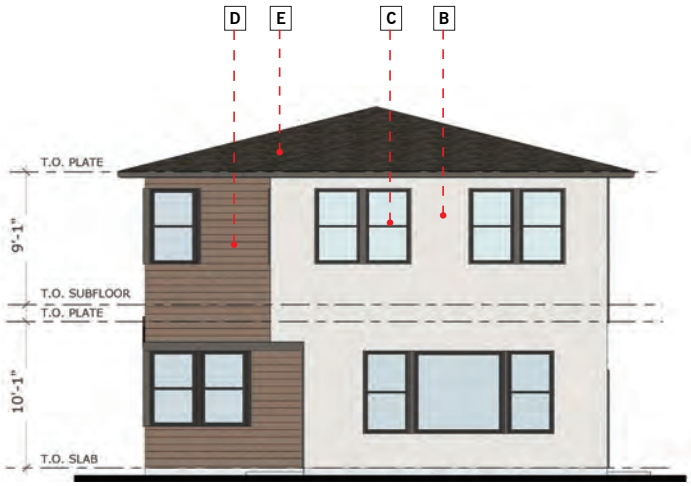
FRONT ELEVATION



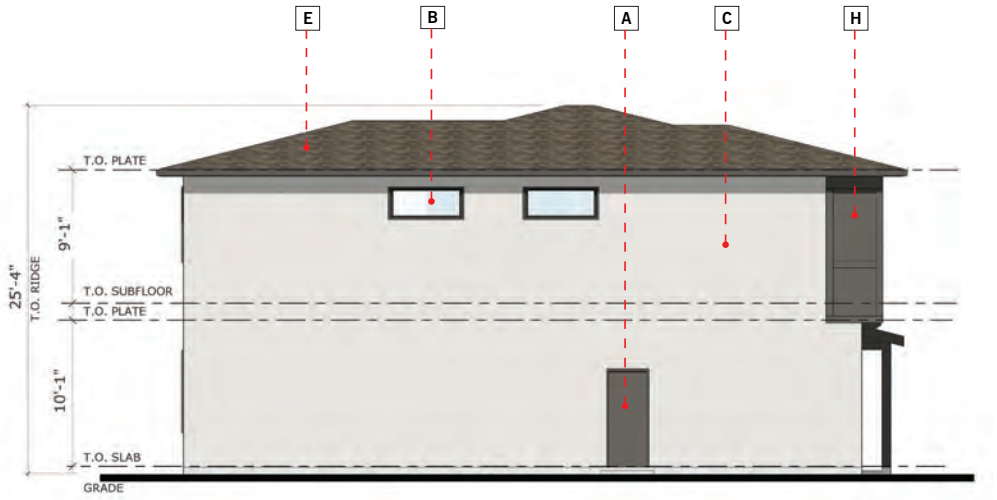
RIGHT ELEVATION

MATERIAL LIST

- A WOOD DOOR
- B VINYL WINDOWS
- C STUCCO
- D 8" HORIZ. LAP SIDING
- E COMPOSITE SHINGLE ROOFING
- F ALUMINUM GARAGE DOOR
- G STANDING SEAM ROOFING
- H PAINTED ACCENT PANEL
- I SLIDING GLASS DOOR



REAR ELEVATION



LEFT ELEVATION

SHEET A.10

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING ELEVATIONS

PLAN 1 / COLOR SCHEME C

N

0 2 4 8 12 FEET

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PROJECT NO. 1005.012 | JANUARY 16, 2024

COLOR SCHEME A

HORIZONTAL LAP SIDING
SHERWIN WILLIAMS
“GROUNDED”
SW 6089

STUCCO
SHERWIN WILLIAMS
“ELDER WHITE”
SW 7014

TRIM / GARAGE DOOR / FASCIA
SHERWIN WILLIAMS
“BLACK FOX”
SW 7020

ENTRY DOOR
SHERWIN WILLIAMS
“FRENCH ROAST”
SW 6069

ROOF
GAF ASPHALT SHINGLES
TIMBERLINE, OR EQUAL
“MISSION BROWN”

SITE KEY

COLOR SCHEME B

HORIZONTAL LAP SIDING
SHERWIN WILLIAMS
“SHADE GROWN”
SW 6188

STUCCO
SHERWIN WILLIAMS
“SILVERPLATE”
SW 7649

TRIM / GARAGE DOOR / FASCIA
SHERWIN WILLIAMS
“BLACK FOX”
SW 7020

ENTRY DOOR
SHERWIN WILLIAMS
“RIPE OLIVE”
SW 6209

ROOF
GAF ASPHALT SHINGLES
TIMBERLINE, OR EQUAL
“MISSION BROWN”

SITE KEY

COLOR SCHEME C

HORIZONTAL LAP SIDING
SHERWIN WILLIAMS
“CRAFT PAPER”
SW 6125

STUCCO
SHERWIN WILLIAMS
“SIMPLIFY BEIGE”
SW 6085

TRIM / GARAGE DOOR / FASCIA
SHERWIN WILLIAMS
“BLACK FOX”
SW 7020

ENTRY DOOR
SHERWIN WILLIAMS
“SHADE GROWN”
SW 6188

ROOF
GAF ASPHALT SHINGLES
TIMBERLINE, OR EQUAL
“MISSION BROWN”

SITE KEY

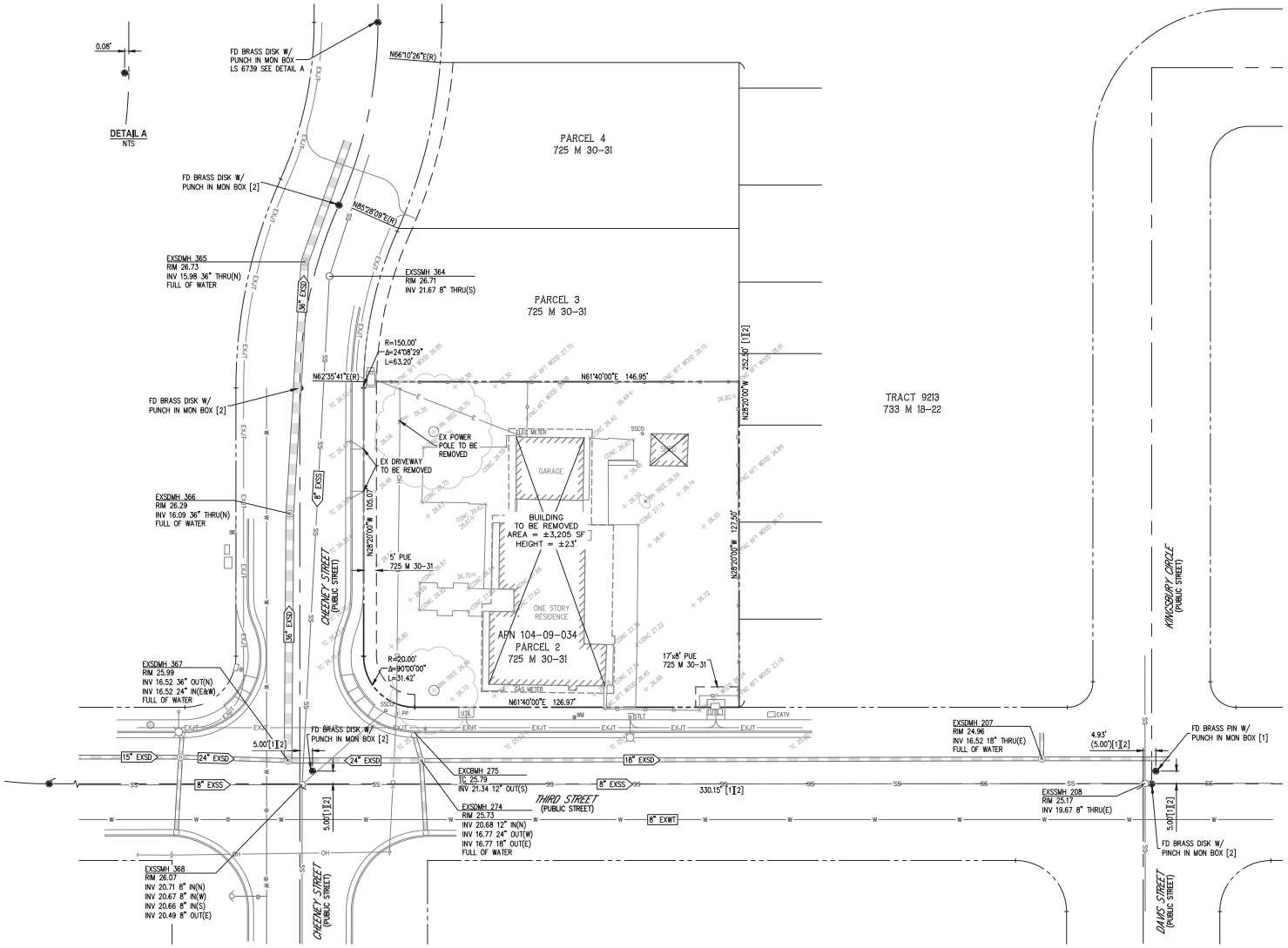
MATERIALS (ALL COLOR SCHEMES)

EXTERIOR FINISHES
- STUCCO - MEDIUM SAND FINISH
- CEMENTIOUS SMOOTH LAP SIDING - 7” EXPOSURE
- CEMENTOUS VERTICAL PANEL SIDING - SMOOTH FINISH

WINDOWS & DOORS
- VINYL FRAMED WINDOWS - BRONZE (OR SIM.) FINISH
- PAINTED FIBERGLASS FRONT ENTRY DOOR
- STANDARD PANEL GARAGE DOOR W/ LITES

TRIM / ACCENT
- 2” DEEP AND 2” WIDE RECESS AROUND WINDOWS @ STUCCO FINISHES
- 2 1/2” X 3/4” CEMENTIOUS WINDOW TRIM @ LAP SIDING FINISHES
- 5 1/2” X 3/4” CEMENTIOUS TRIM @ PANEL FINISH
- 9” X 9” CEMENTIOUS TRIM WRAPPED COLUMNS

ROOF
- ASPHALT COMPOSITION SHINGLE ROOF
- PREFINISHED STANDING SEAM METAL ROOF



NOTES

1. ASSESSOR'S PARCEL NO.: 104-09-034
2. BASIS OF BEARINGS: THE BEARING NORTH 61°40'00" EAST AS FOUND MONUMENTED ON THIRD STREET, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 725 OF MAPS AT PAGES 30-31, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS SURVEY.
3. BENCHMARK: VALLEY WATER BENCHMARK ID BM098. BRASS DISK ON TOP AND BACK OF SIDEWALK AT THE WESTERLY CORNER OF INTERSECTION FOR AGNEWS ROAD AND SAN TOMAS CREEK (SAN TOMAS CREEK IS LOCATED BETWEEN MISSION BOULEVARD AND LAKE SANTA CLARA DRIVE. CITY OF SANTA CLARA. NAVD88 ELEVATION: 25.66
4. AREA: 0.428 ACRES

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF SANTA CLARA, CITY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MARCH 13, 2000 IN BOOK 725 OF MAPS, PAGES 30 AND 31.

EXCEPTIONS

5. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING

INSTRUMENT :	RESOLUTION NO. 6664
RESERVED BY :	CITY OF SANTA CLARA
FOR :	CONSTRUCTING AND RECONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND/OR REPLACING PUBLIC AND CITY UTILITY FACILITIES
RECORDED :	FEBRUARY 29, 2000 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 15166951
AFFECTS :	THE EXACT LOCATION NOT CLEARLY DEFINED

MAP REFERENCES

[1] PARCEL MAP – 725 M 30-31

[2] TRACT 9213 – 733 M 18-22

ABBREVIATIONS

A/C	AIR CONDITIONER
APN	ASSESSORS PARCEL NUMBER
CATV	CABLE TV
CONC	CONCRETE
E	EAST
FD	FOUND
FNC	FENCE
JT	JOINT TRENCH
MON	MONUMENT
N	NORTH
O.R.	OFFICIAL RECORDS
OH	OVERHEAD
PP	POWER POLE
PUE	PUBLIC UTILITY EASEMENT
SFNF	SEARCHED FOR NOT FOUND
S	SOUTH
SSCO	SANITARY SEWER CLEANOUT
STLT	STREET LIGHT
TC	TOP OF CURB
UTIL	UTILITY BOX
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- CENTER LINE
- EASEMENT LINE
- SANITARY SEWER
- STORM DRAIN
- WATER LINE
- FIRE HYDRANT
- GAS OR WATER VALVE
- WOOD FENCE
- TREE
- BOUNDARY TIE
- FOUND MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- (23.23') RECORD DATA
- [1] REFERENCE NUMBER
- (R) RADIAL
- WATER METER
- POWER POLE
- STREET LIGHT
- SIGN
- CURB RAMP
- UTILITY BOXES & VAULTS
- BIOTREATMENT AREAS
- PERVIOUS PAVEMENT

JOB # 23-148

EXISTING CONDITIONS & DEMOLITION PLAN

4503 CHEENEY STREET
IN SANTA CLARA, CA

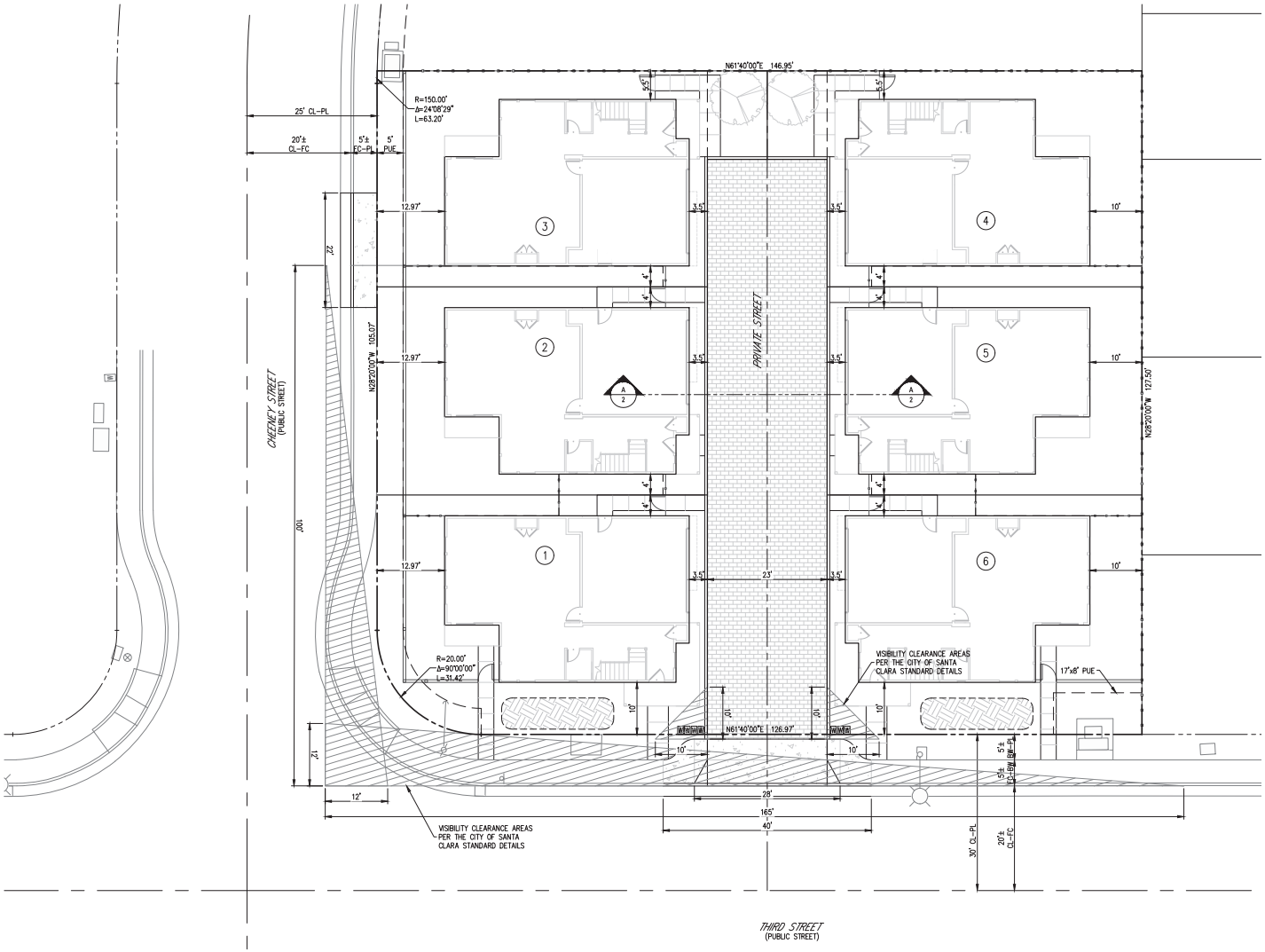
VALLEY OAK PARTNERS

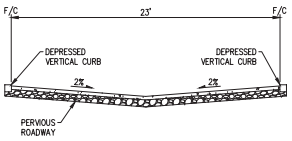
Civil Engineering Associates
Civil Engineers · Planners · Surveyors

DAHLIN

C-1

DATE 01-12-2024





SECTION A-A
TYPICAL PRIVATE STREET
SCALE: 1"=5'

JOB # 23-148

SITE PLAN

4503 CHEENEY STREET
IN SANTA CLARA, CA

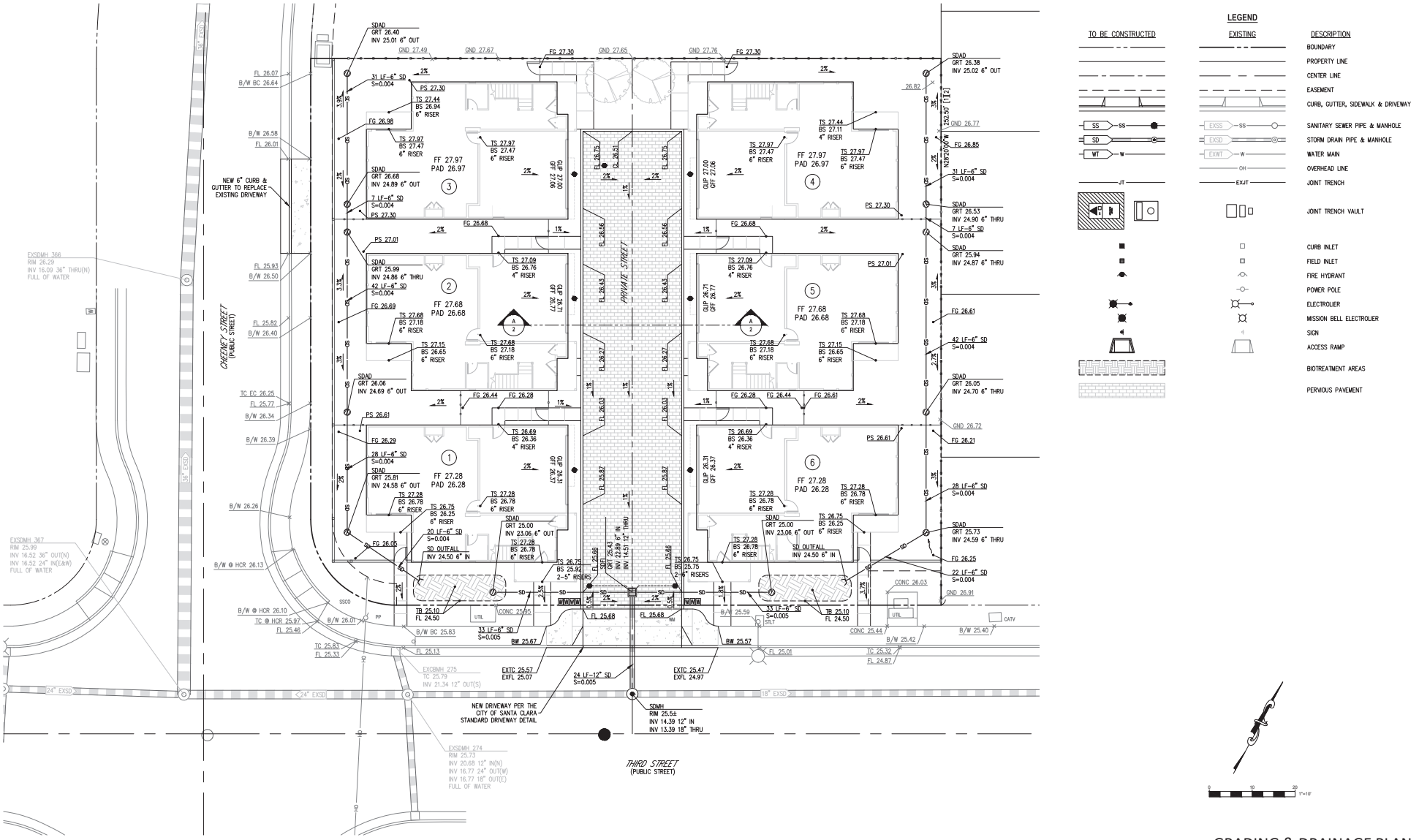
VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers · Planners · Surveyors

DAHLIN

C-2

DATE 01-12-2024



JOB # 23-148

GRADING & DRAINAGE PLAN

4503 CHEENEY STREET

IN SANTA CLARA, CA

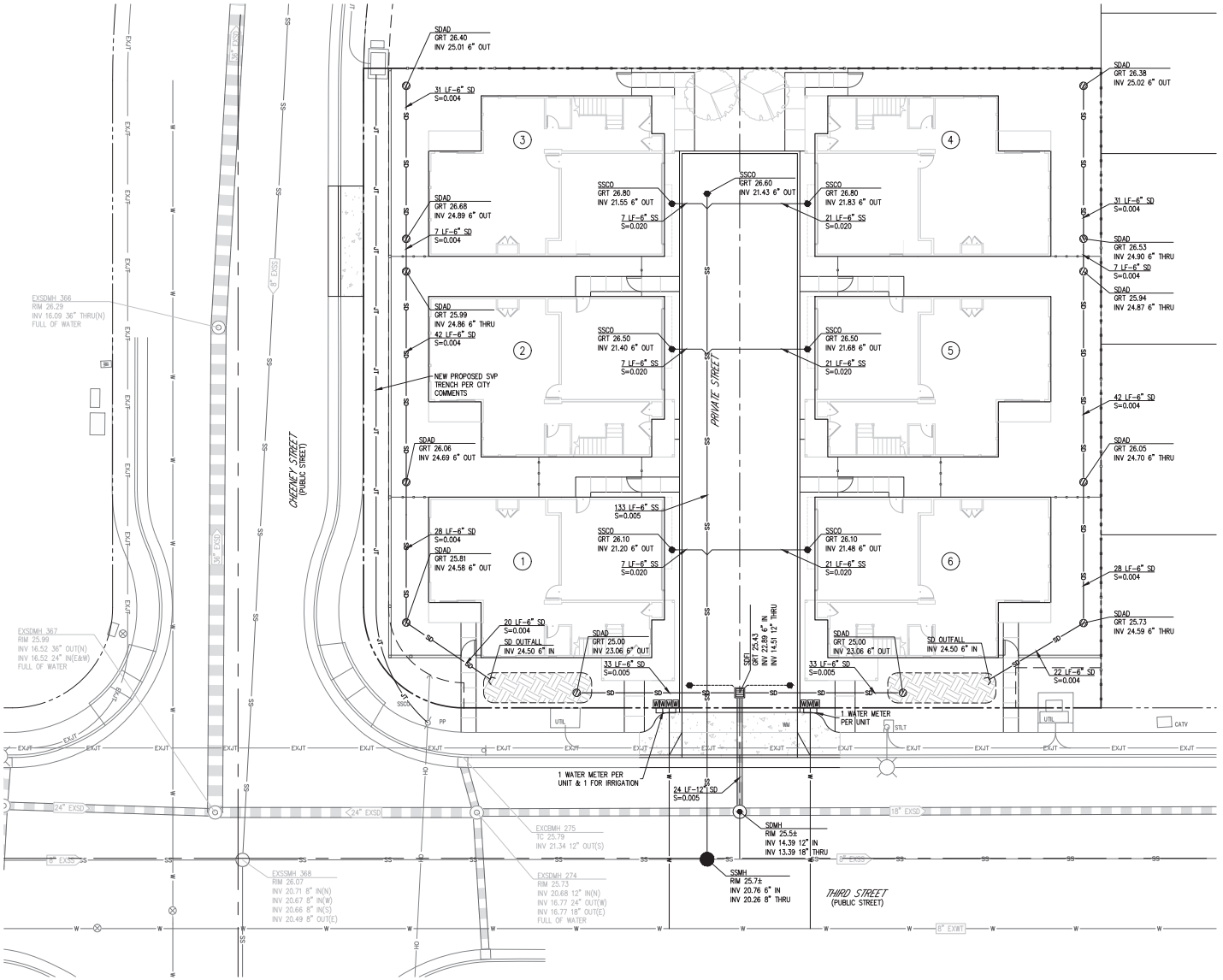
VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers · Planners · Surveyors

DAHLIN

C-3

DATE 01-12-2024



LEGEND

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
		BOUNDARY
		PROPERTY LINE
		CENTER LINE
		EASEMENT
		CURB, GUTTER, SIDEWALK & DRIVEWAY
SS	EXSS	SANITARY SEWER PIPE & MANHOLE
SD	EXSD	STORM DRAIN PIPE & MANHOLE
WT	EXWT	WATER MAIN
	OH	OVERHEAD LINE
JT	EXJT	JOINT TRENCH
		JOINT TRENCH VAULT
		CURB INLET
		FIELD INLET
		FIRE HYDRANT
		POWER POLE
		ELECTROLIER
		MISSION BELL ELECTROLIER
		SIGN
		ACCESS RAMP
		BIO TREATMENT PLANTER

NOTES

1.

0 10 20 1"=10'

JOB # 23-148

UTILITY PLAN

4503 CHEENEY STREET

IN SANTA CLARA, CA

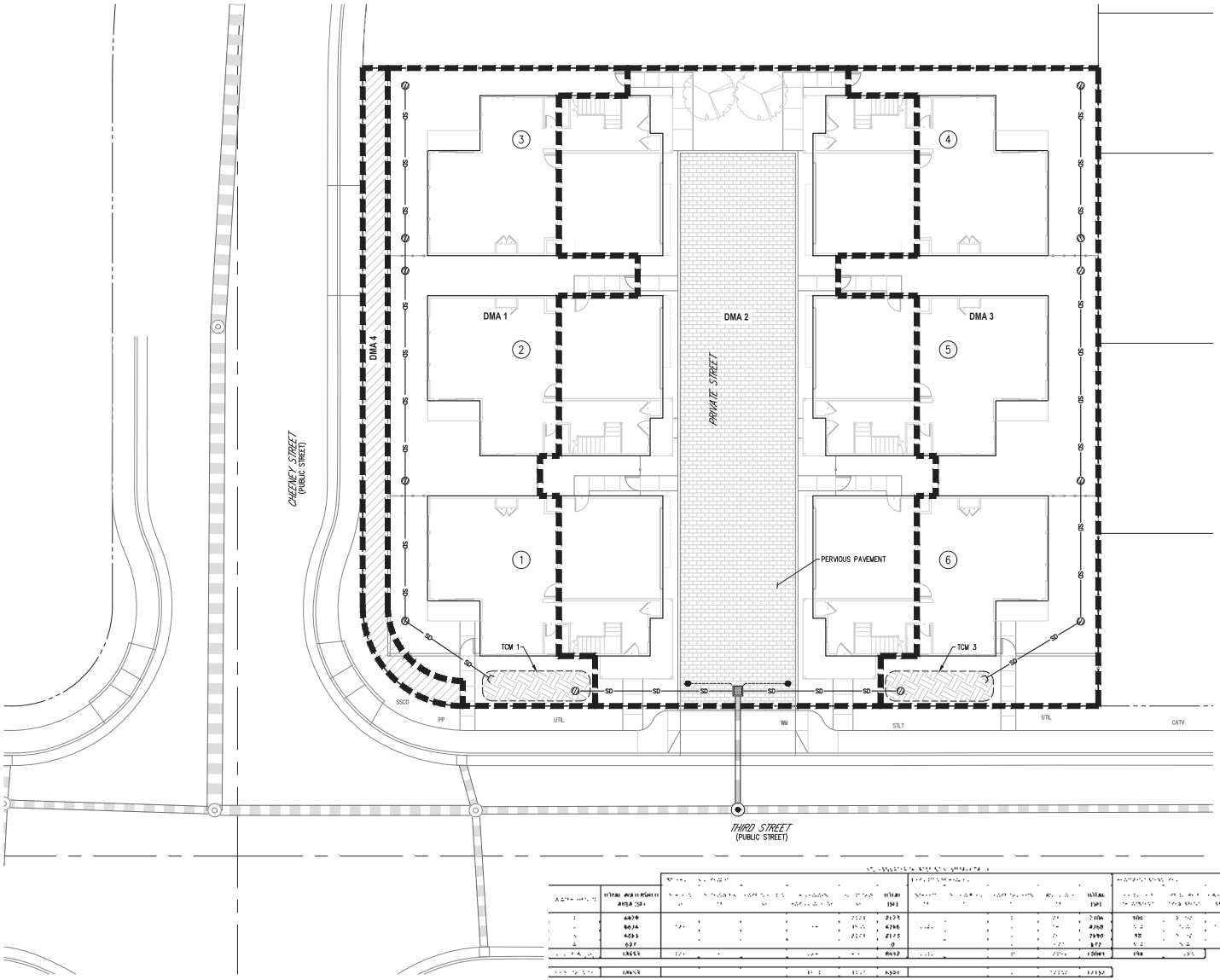
VALLEY OAK PARTNERS

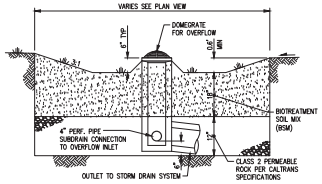
Civil Engineering Associates
Civil Engineers · Planners · Surveyors

DAHLIN

C-4

DATE 01-12-2024





TYPICAL BIOTREATMENT AREA SECTION

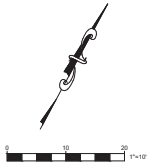
NOTE:
BIOTREATMENT SOIL MIX (BSM) SHALL CONFORM TO THE MUNICIPAL REGIONAL PERMIT REQUIREMENTS SET FORTH IN PROVISION C.3.c.i.(1)(b)(vi)

LEGEND

- BIOTREATMENT AREAS
- SELF TREATING
- WATERSHED BOUNDARY
- PERVIOUS PAVEMENT

NOTES

1. PROPERTY INFORMATION
   4503 CHEENEY STREET
   SANTA CLARA, CALIFORNIA
2. APN NUMBERS: 104-09-034
3. PROPOSED SITE AREA = 0.428 ACRES
4. THE PROJECT IS NOT SUBJECT TO HYDROMODIFICATION REQUIREMENTS. THE PROJECT IS LOCATED WITHIN AN AREA THAT DRAINS TO A HARDENED CHANNEL AND/OR TIDAL AREA AS SHOWN ON THE HMP APPLICABILITY MAP FOR THE CITY OF SANTA CLARA. SITES WITHIN THESE AREAS ARE EXEMPT FROM HM REQUIREMENTS.
5. RECEIVING SYSTEM FOR THE STORM WATER: CITY OF SANTA CLARA PUBLIC STORM DRAIN SYSTEM WHICH ULTIMATELY FEEDS TO SAN FRANCISCO BAY.



JOB # 23-148

STORMWATER MANAGEMENT PLAN

4503 CHEENEY STREET
IN SANTA CLARA, CA

VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers • Planners • Surveyors

DAHLIN

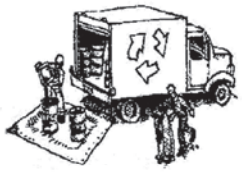
C-5

DATE 01-12-2024

Construction Best Management Practices (BMPs)

Construction projects are required to implement year-round stormwater BMPs.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or when they are not in use.
- ❑ Use (but don't overuse) reclaimed water for dust control.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, County, State and Federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. A plastic liner is recommended to prevent leaks. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure they are in good working order. Check frequently for leaks.
- ❑ Dispose of all wastes and demolition debris properly. Recycle materials and wastes that can be recycled, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation.
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.
- ❑ Keep site free of litter (e.g. lunch items, cigarette butts).
- ❑ Prevent litter from uncovered loads by covering loads that are being transported to and from site.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control

Maintenance and Parking

- ❑ Designate an area of the construction site, well away from streams or storm drain inlets and lifted with appropriate BMPs, for auto and equipment parking, and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment, and do not use diesel oil to lubricate equipment or parts onsite.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rag, absorbents and cat litter) available at the construction site at all times.
- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks. Use drp pans to catch leaks until repairs are made.
- ❑ Clean up leaks, drips and other spills immediately and dispose of cleanup materials properly.
- ❑ Use dry cleanup methods whenever possible (absorbent materials, cat litter and/or rags).
- ❑ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills to the appropriate local spill response agencies immediately. If the spill poses a significant hazrd to human health and safety, property or the environment, you must report it to the State Office of Emergency Services, (800) 852-7550 (24 hours).

Earthmoving

Grading and Earthwork

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, drainage courses and streams by installing and maintaining appropriate BMPs (i.e. silt fences, gravel bags, fiber rolls, temporary swales, etc.).
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.
- ❑ If the above conditions are observed, document any signs of potential contamination and clearly mark them so they are not disturbed by construction activities.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Concrete Management and Dewatering

Concrete Management

- ❑ Store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Store materials off the ground, on pallets. Protect dry materials from wind.
- ❑ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) block any storm drain inlets and vacuum washwater from the gutter. If possible, sweep first.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area onsite, where the water will flow into a temporary waste pit, and make sure wash water does not leach into the underlying soil. (See CASQA Construction BMP Handbook for properly designed concrete washouts.)

Dewatering

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible, send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer, call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Paving/Asphalt Work

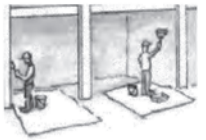
Paving

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, slurry seal, fog sea, or similar materials.
- ❑ Collect and recycle or properly dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect storm drain inlets during saw cutting.
- ❑ If saw cut slurry enters a catch basin, clean it up immediately.
- ❑ Shovel or vacuum saw cut slurry deposits and remove from the site. When making saw cuts, use as little water as possible. Sweep up, and properly dispose of all residues.

Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Sweep up or collect paint chips and dust from non-hazardous dry stripping and sand blasting into plastic drop cloths and dispose of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Santa Clara Valley
Urban Runoff
Pollution Prevention Program

Storm drain polluters may be liable for fines of up to $10,000 per day!

JOB # 23-148

CLEAN BAY BLUEPRINT

4503 CHEENEY STREET
IN SANTA CLARA, CA

VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers · Planners · Surveyors

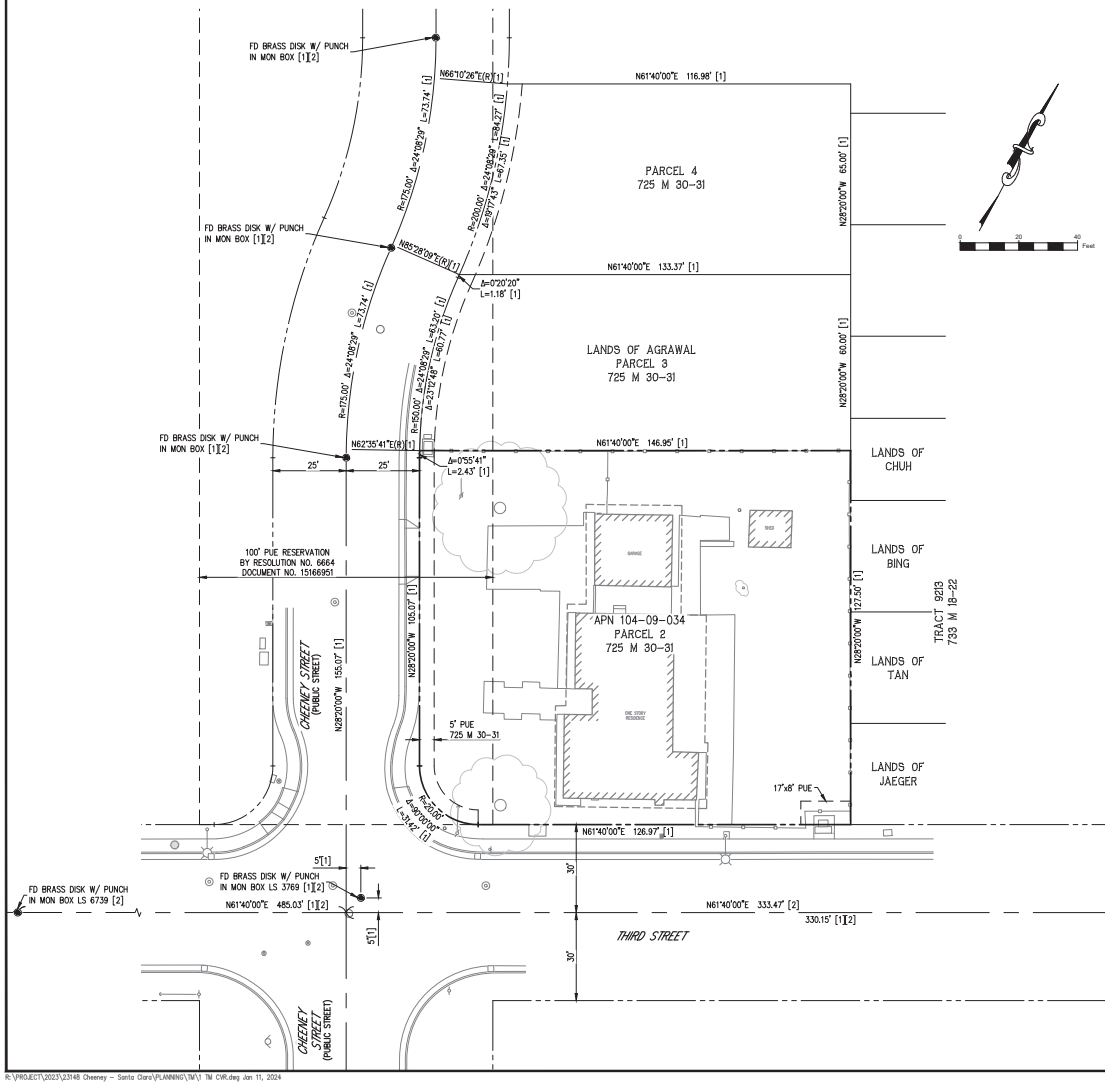
DAHLIN

C-6

DATE 01-12-2024

VESTING TENTATIVE MAP
4503 CHEENEY STREET

SANTA CLARA CALIFORNIA



GENERAL NOTES

OWNER & SUBDIVIDER: CHEENEY HOMES, LLC
734 THE ALAMEDA
SAN JOSE, CA 95126

ENGINEER: CIVIL ENGINEERING ASSOCIATES, INC.
28 RAILWAY AVENUE
CAMPBELL, CALIFORNIA 95008

1. EXISTING ZONING: R1-6L – SINGLE FAMILY
2. EXISTING GP DESIGNATION: LOW DENSITY RESIDENTIAL
3. EXISTING USE: RESIDENTIAL
4. PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
5. PROPOSED USE: RESIDENTIAL
6. PROPOSED IMPROVEMENTS: DEMOLISH EXISTING BUILDINGS AND PARKING LOTS TO CONSTRUCT RESIDENTIAL SINGLE FAMILY BUILDINGS. CONSTRUCT UTILITY SERVICES INCLUDING STORM, SANITARY SEWER, WATER AND JOINT TRENCH.
7. VESTING TENTATIVE MAP: THIS VESTING TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH CHAPTER 3, ARTICLE 2, SECTION 66452 OF THE SUBDIVISION MAP ACT.
8. TENTATIVE PARCEL MAP: THIS VESTING TENTATIVE MAP CONFORMS TO THE REQUIREMENTS OF CHAPTER 17.05.400 "TENTATIVE PARCEL MAP" OF SANTA CLARA CITY CODE.
9. BOUNDARY: BOUNDARY INFORMATION IS BASE ON RECORD AND FIELD DATA.
10. EASEMENTS: EMERGENCY VEHICLE ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, PRIVATE ACCESS EASEMENT, STORM DRAIN EASEMENT, PUBLIC ROADWAY EASEMENT AND PUBLIC LANDSCAPE EASEMENT WILL BE PROVIDED.
11. BOUNDARIES AND EASEMENTS DEPICTED HEREON HAVE BEEN TRANSCRIBED FROM THE DOCUMENTS REFERENCED BELOW. PORTIONS OF THESE MAY HAVE BEEN REORIENTED TO FIT TOGETHER. THIS MAY NOT BE COMPLETE OR ACCURATE. SEE COMMENTARY BELOW.

    TITLE REPORTS BY OLD REPUBLIC TITLE COMPANY:
    ORDER NUMBER 0631038265-RP DATED JUNE 12, 2023
12. BASIS OF BEARINGS: THE BEARING OF NORTH 61°40'00" EAST ALONG THE CENTER LINE OF THIRD STREET AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN BOOK 725 OF MAPS AT PAGE 30 AND 31 SANTA CLARA COUNTY RECORDS WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.
13. BENCHMARK: VALLEY WATER ID 6M008. BRASS DISK ON TOP AND BACK OF SIDEWALK AT THE WESTERLY CORNER OF INTERSECTION FOR AGNEWS ROAD AND SAN TOMAS CREEK (SAN TOMAS CREEK IS LOCATED BETWEEN MISSION BOULEVARD AND LAKE SANTA CLARA DRIVE. CITY OF SANTA CLARA. NAVD88 ELEVATION = 25.66.
14. FEMA: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 06085C0063H, DATED MAY 18, 2009, AS BEING PARTIALLY LOCATED IN FLOOD ZONE "ZONE X (SHADED)":

    AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

VICINITY MAP
NOT TO SCALE

15. ASSESSOR'S PARCEL NO.: 104-09-034
16. STORM SEWER TO BE SERVICED BY CITY OF SANTA CLARA
17. WATER TO BE PROVIDED BY CITY OF SANTA CLARA
18. SANITARY SEWER TO BE PROVIDED BY CITY OF SANTA CLARA
19. FIRE PROTECTION IS TO BE PROVIDED BY CITY OF SANTA CLARA
20. GAS IS TO BE PROVIDED BY PG&E
21. ELECTRIC IS TO BE PROVIDED BY SILICON VALLEY POWER
22. TELEPHONE IS TO BE PROVIDED BY AT&T
23. CABLE TV IS TO BE PROVIDED BY COMCAST
24. EXISTING LOTS: 1
25. PROPOSED LOTS: 7
26. TOTAL AREA: 0.428± ACRES
27. MULTIPLE FINAL MAPS MAY BE FILED PRIOR TO THE EXPIRATION OF THE TENTATIVE MAP.
28. THIS SUBDIVISION WILL CONFORM TO THE STREET TREE PLAN OF THE CITY OF SANTA CLARA.
29. DEMOLITION PERMITS MAY BE ISSUED PRIOR TO ISSUANCE OF FINAL BUILDING PERMITS AND RECORDANCE OF THE FINAL MAP.
30. ALL DIMENSIONS DEPICTED HEREON ARE APPROXIMATE AND ARE SUBJECT TO REVISION AT FINAL MAP(S) STAGE.
31. TOPOGRAPHY PROVIDED BY: CIVIL ENGINEERING ASSOCIATES, INC
32. ANY EXISTING SANITARY SEWER LATERALS PROPOSED TO BE REUSED MUST BE TELEVISED BY CITY OF SANTA CLARA AND APPROVED BY THE CITY BEFORE REUSE. A SANITARY LATERAL CLEAN-OUT SHALL BE INSTALLED AT THE PROPERTY LINE, IF ONE DOES NOT ALREADY EXIST WITHIN TWO (2) FEET OF THE PROPERTY LINE. ANY TRENCHING WITHIN THE DRIPLINE OF ALL TREES SHALL BE HAND DUG AND SO NOTED ON THE PLANS. ALL UTILITIES SERVING THE SITE SHALL BE UNDERGROUND.
33. ALL EXISTING BUILDINGS ARE TO BE REMOVED.
34. ALL EXISTING EASEMENTS ARE TO BE VACATED UNLESS NOTED OTHERWISE.

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
N	NORTH
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- EXISTING LOT LINE
- CENTER LINE
- EXISTING EASEMENT LINE

MAP REFERENCES

[1] PARCEL MAP – 725 M 30-31
[2] TRACT 9213 – 733 M 18-22

NO.	DATE	REVISIONS	BY

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
28 Railway Avenue
Campbell, CA 95008
T: (408) 453-1066

PREPARED FOR:
VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126
T: (408) 282-2700
F: (408) 294-3797

4503 CHEENEY STREET
VESTING TENTATIVE MAP
SANTA CLARA CALIFORNIA

DATE	01-12-2024
SCALE	SEE PLAN
DESIGNED	ENG
DRAWN	CAD
JOB NO.	23-148

SHEET
TM1
1 OF 2 SHEETS

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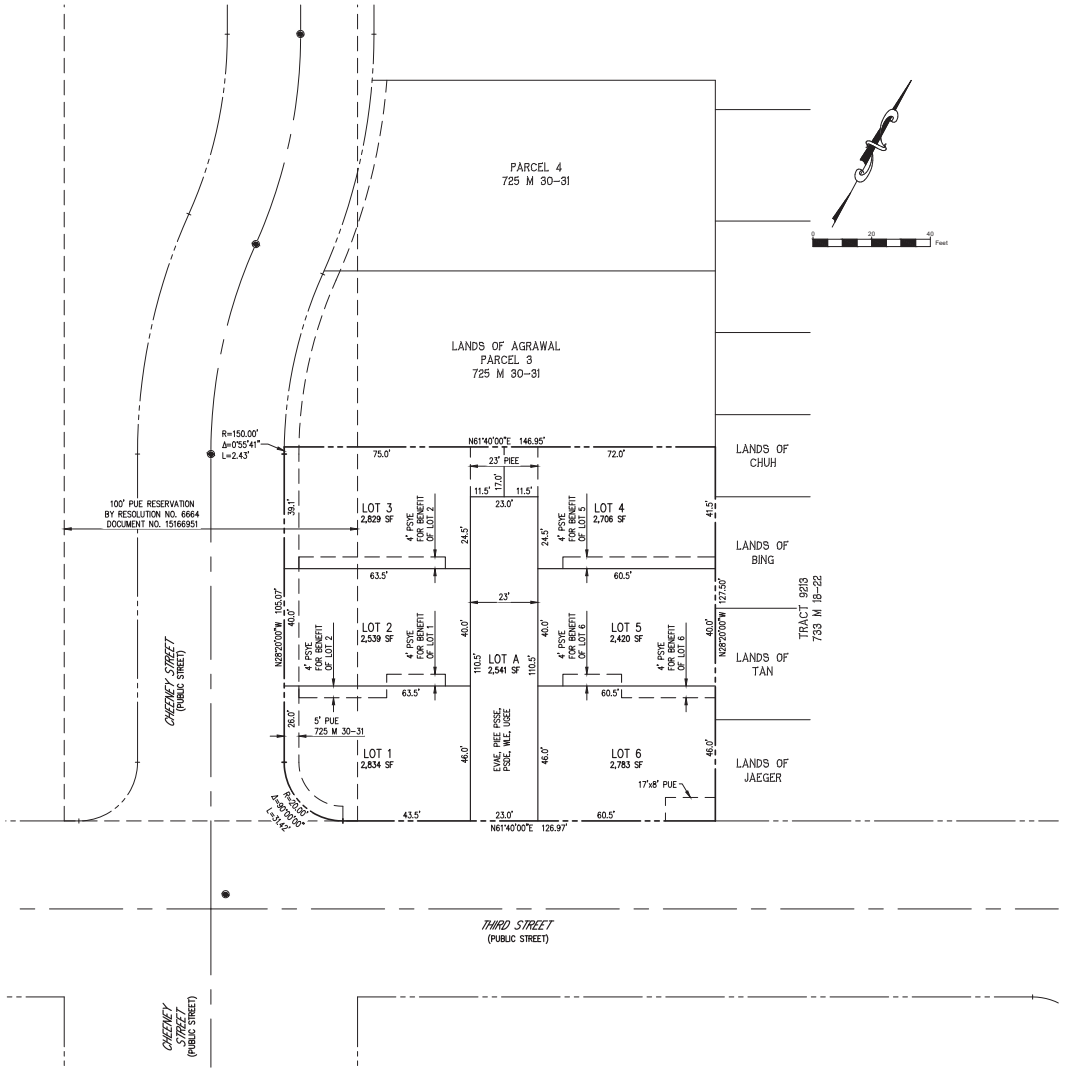

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
N	NORTH
PIEE	PRIVATE INGRESS & EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
UGEE	UNDERGROUND ELECTRICAL EASEMENT
WLE	WATER LINE EASEMENT
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- EXISTING LOT LINE
- CENTER LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE

NO.	DATE	REVISIONS	BY

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SCALE	SEE PLAN
DESIGNED	ENG
DRAWN	CAD
JOB NO.	23-148

SHEET
TM2
2 OF 2 SHEETS

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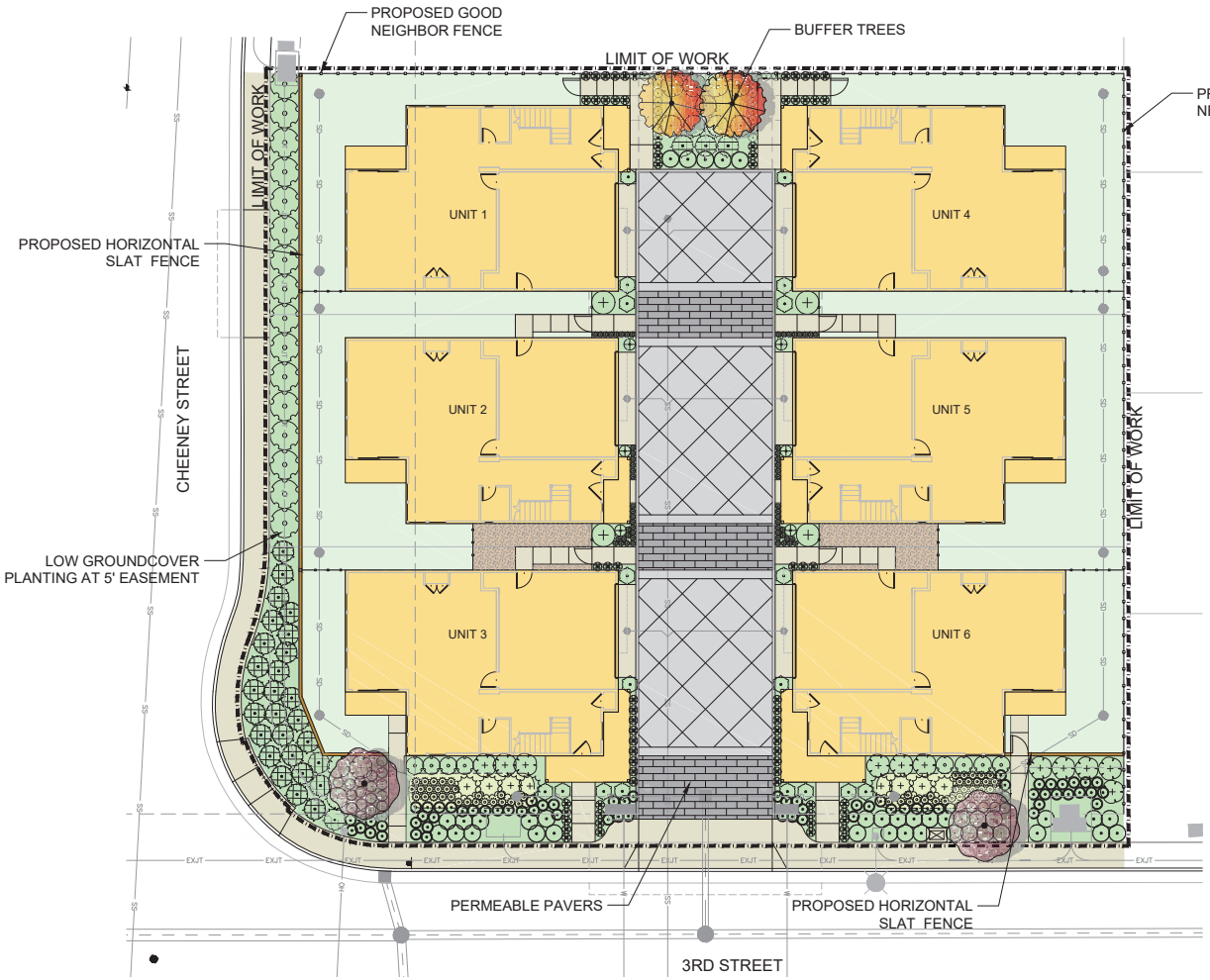

PROPOSED PLANT PALETTE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	QTY
TREES						
		ACER RUBRUM 'ARMSTRONG' STD	ARMSTRONG RED MAPLE	24"BOX	MOD	2
		CERCIS CANADENSIS 'OKLAHOMA' STD	OKLAHOMA REDBUD	24"BOX	MOD	2
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
SHRUBS						
	AP	AGAPANTHUS AFRICANUS 'PETER PAN WHITE'	PETER PAN WHITE AFRICAN LILY	1 GAL	MOD	58
	BT	BULBINE FRUTESCENS 'TINY TANGERINE'	TINY TANGERINE STALKED BULBINE	1 GAL	LOW	38
	CC	CEANOTHUS X 'CENTENNIAL'	CENTENNIAL WILD LILAC	1 GAL	LOW	37
	EU	EUONYMUS JAPONICUS 'GREEN SPIRE'	GREEN SPIRE EUONYMUS	5 GAL	LOW	6
	NL	NANDINA D. 'LEMON LIME'	LEMON LIME NANDINA	5 GAL	LOW	18
	NP	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	5 GAL	LOW	88
	PM	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI SHRUBBY YEW PODOCARPUS	15 GAL	MOD	4
	RP	RHAPHIOLEPIS INDICA 'PINK LADY'	PINK LADY INDIAN HAWTHORN	5 GAL	LOW	17
	WM	WESTRINGIA FRUTICOSA 'MUNDI'	LOW COAST ROSEMARY	5 GAL	LOW	16
BIO-RETENTION						
	CD	CAREX DIVULSA	EUROPEAN GREY SEDGE	1 GAL	LOW	93
	CT	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	1 GAL	LOW	8
	JP	JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL	LOW	58
	MR	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	LOW	8

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

CONCEPTUAL LANDSCAPE PLAN

CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

vanderToolen Associates
700 Ygnacio Valley Rd.
Suite 100
Walnut Creek, CA 94596
tel: 925.274.1305
www.vandertoolen.com

VTA

0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-1
Project No. 07723

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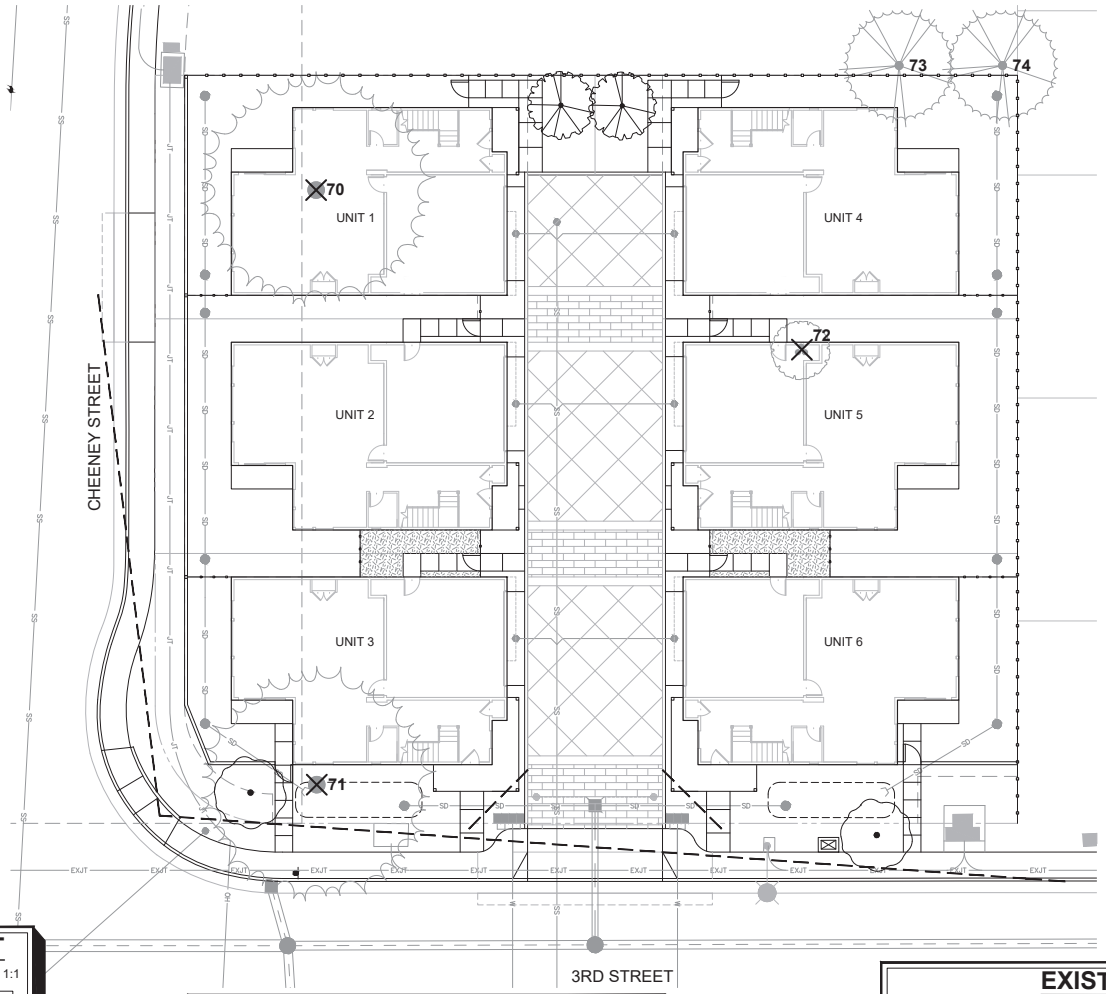

PLANTING NOTES

1. THE PLANTING DESIGN FOR THE SITE IS DROUGHT TOLERANT AND CONSISTS OF A BALANCE OF EVERGREEN AND DECIDUOUS PLANTING AS WELL AS NATIVE AND ORNAMENTAL PLANTING.
2. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD JOINT TRENCH LOCATIONS. FINAL TREE LOCATIONS TO BE DETERMINED WHEN FINAL UTILITY LOCATIONS ARE PROVIDED. TREE PLACEMENT MAY BE ADJUSTED AND FINAL TREE COUNT MAY CHANGE.
3. ALL SHRUBS AND GROUNDCOVER MATERIAL SELECTED HAVE A WUCOLS WATER USE RATING OF VERY LOW TO MODERATE.
4. PROPOSED TREE CANOPIES ARE SHOWN AT 85% MATURE GROWTH DIAMETER IN ORDER TO ENSURE THERE IS SUFFICIENT ROOM FOR TREE GROWTH AND HEALTH.
5. NO CUTTING OF ANY PART OF PUBLIC TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT FOLLOWING CITY TREE PRESERVATION SPECIFICATIONS AND SECURING APPROVAL AND DIRECT SUPERVISION FROM THE CITY ARBORIST AT (408) 615-3080. APPLICANT IS ADVISED TO CONTACT CITY ARBORIST TO OBTAIN REQUIRED TREE REMOVAL PERMITS IN THE EVENT TREES ARE REMOVED.
6. NO CUTTING OF ANY PART OF PRIVATE TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT DIRECT SUPERVISION OF A CERTIFIED ARBORIST.
7. ALL TREES PLANTED WITHIN 5' OF PAVING, WATER METERS/SERVICE LINES, OR JOINT TRENCHES SHALL RECEIVE LINEAR RECYCLED PLASTIC ROOT BARRIERS PARALLEL TO CURB AND WALKS- EACH SIDE (24" DEPTH X 16' LENGTH, MIN.)

TREE REPLACEMENT

*REQUIRED TREE REPLACEMENT RATIO IS 1:1

EXISTING TREES	QUANTITY
TO BE REMOVED	3
TOTAL EXISTING TREES TO BE REMOVED:	**3**

PROPOSED TREES	QUANTITY
24" BOX TREE	4
TOTAL PROPOSED TREES:	**4**

*NOTE:
1. REPLACEMENT TREE PLANTING AT A MINIMUM RE-PLANTING RATIO OF 1:1 FOR THE REMOVAL OF PROTECTED TREES. REPLACEMENT RATIOS AND MINIMUM TREE SIZES ARE DETERMINED AT THE DISCRETION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

PROPOSED TREE PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	QTY
TREES					
	ACER RUBRUM 'ARMSTRONG' STD	ARMSTRONG RED MAPLE	24"BOX	MOD	2
	CERCIS CANADENSIS `OKLAHOMA` STD	OKLAHOMA REDBUD	24"BOX	MOD	2

EXISTING TREE LEGEND

SYMBOL	TREE #	BOTANICAL NAME	COMMON NAME	DBH	HEALTH	PROTECTED TREE	ARBORIST RECOMMENDATION
TREES TO BE REMOVED							
	70	PINUS PINEA	ITALIAN STONE PINE	43	GOOD	YES	REMOVE
	71	PINUS PINEA	ITALIAN STONE PINE	43	FAIR	YES	REMOVE
	72	CITRUS LIMON	LEMON	6, 4, 4	POOR	NO	REMOVE
TREES TO REMAIN							
	73	SEQUOIA SEMPERVIRENS	COAST REDWOOD	17	GOOD	YES	PRESERVE (OFFSITE)
	74	SEQUOIA SEMPERVIRENS	COAST REDWOOD	18	GOOD	YES	PRESERVE (OFFSITE)

NOTE:
1. REFER TO ARBORIST REPORT PREPARED BY HORTSCIENCE BARTLETT CONSULTING, DIVISIONS OF THE F.A. BARTLETT TREE EXPERT COMPANY AND DATED JULY 5, 2023 FOR MORE INFORMATION.

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

CONCEPTUAL TREE PLAN
CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

vanderToolen Associates
700 Ygnacio Valley Rd.
Suite 100
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VTA

0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-2
Project No. 07723

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A FENCING

B PERMEABLE PAVERS

PROPOSED PLANT PALETTE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	QTY
TREES						
		ACER RUBRUM 'ARMSTRONG' STD	ARMSTRONG RED MAPLE	24"BOX	MOD	2
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	EU	EUONYMUS JAPONICUS 'GREEN SPIRE'	GREEN SPIRE EUONYMUS	5 GAL	LOW	6
	NL	NANDINA D. 'LEMON LIME'	LEMON LIME NANDINA	5 GAL	LOW	18
	NP	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	5 GAL	LOW	88
	PM	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI SHRUBBY YEW PODOCARPUS	15 GAL	MOD	4
	RP	RHAPHIOLEPIS INDICA 'PINK LADY'	PINK LADY INDIAN HAWTHORN	5 GAL	LOW	17
	WM	WESTRINGIA FRUTICOSA 'MUNDI'	LOW COAST ROSEMARY	5 GAL	LOW	16
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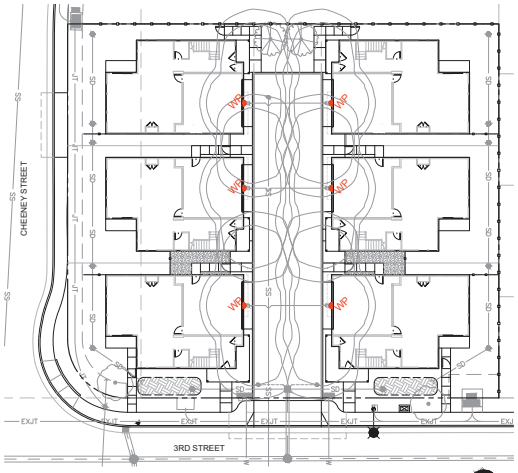
	JP	JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL	LOW	58
	MR	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	LOW	8

C GANG MAILBOX



D LIGHTING

SCALE: 1" = 20'-0"

LIGHTING CONCEPT STATEMENT

THE SITE LIGHTING WILL SERVE AS BOTH FUNCTIONAL LIGHTING AS WELL AS ACCENT. LIGHTING WILL MEET OR EXCEED THE MINIMUM FOOT-CANDLE LEVELS REQUIRED BY THE CITY OF SANTA CLARA. THE STYLE OF THE FIXTURES ARE PROPOSED TO COMPLEMENT THE ARCHITECTURAL CHARACTER.

THE BUILDING ENTRIES WILL BE LIT VIA ARCHITECTURALLY MOUNTED AREA DOWNLIGHTS.

THE PROPOSED DRIVEWAY IS INTENDED TO BE LIT USING WALL PACKS.

LIGHT LOCATIONS ARE SCHEMATIC FINAL LOCATIONS SHALL BE PER PHOTOMETRIC PLAN.

LIGHT FIXTURE SCHEDULE

SYMBOL	CATALOG #	HEIGHT	DESCRIPTION
WP	H.E. WILLIAMS, INC. VWM LED - VOLTAIRE MINI ARCHITECTURAL WALL PACK VWM-H-L20/740-T3-DBZ-SDGL-XX-DIM-UNV (OR EQUIVALENT)	NA	WALL PAC LIGHTS
	EXISTING STREET LIGHT	PER CITY OF SANTA CLARA STANDARDS	

TREES

ACER RUBRUM 'ARMSTRONG'

CERCIS CANADENSIS 'OKLAHOMA'

SHRUBS

AGAPANTHUS A. 'PETER PAN WHITE'

NANDINA 'FIREPOWER'

BULBINE 'TINY TANGERINE'

CEANOTHUS X 'CENTENNIAL'

PODOCARPUS 'MAKI'

BIORETENTION

CAREX DIVULSA

CHONDROPETALUM TECTORUM

JUNCUS PATENS

MUHLENBERGIA RIGENS

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

SITE IMAGERY AND PRELIMINARY LIGHTING PLAN

CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

vanderToolen Associates
700 Ygnacio Valley Rd.
Suite 100
Walnut Creek, CA 94596
tel: 925.274.1305
www.vandertoolen.com

L-3

Project No. 07723

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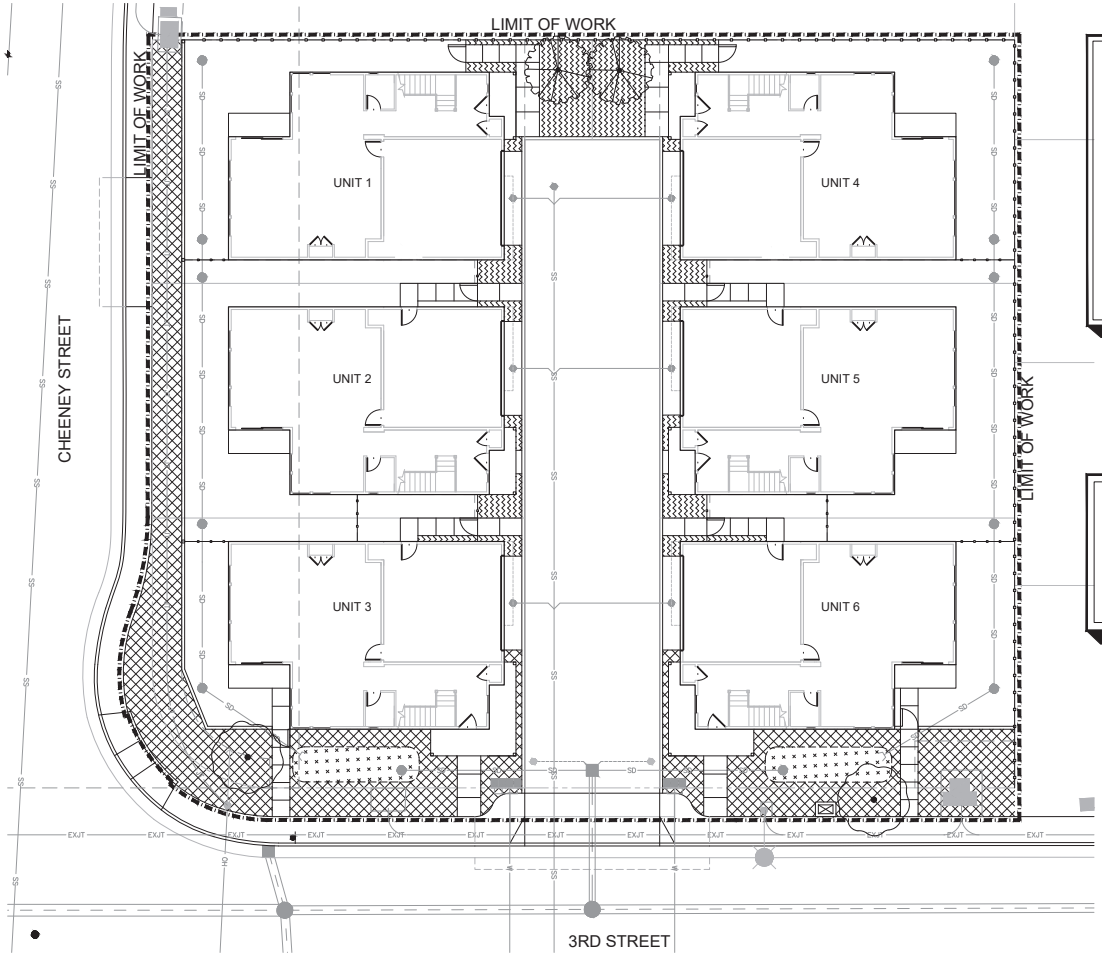


IRRIGATION CONCEPT STATEMENT

1. THE IRRIGATION DESIGN FOR THE SITE SHALL COMPLY WITH THE STATE MANDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) AND THE COUNTY OF SANTA CLARA ADOPTED MODIFIED VERSION OF MWELO.
2. THE IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY AN ET/'SMART' IRRIGATION CONTROLLER CAPABLE OF MULTIPLE PROGRAMMING AND INDEPENDENT TIMING OF INDIVIDUAL IRRIGATION SYSTEMS. THE CONTROLLER WILL HAVE A 24-HOUR CLOCK TO ALLOW MULTIPLE START TIMES AND REPEAT CYCLES TO ADJUST FOR SOIL PERCOLATION RATES.
3. THE IRRIGATION SYSTEMS WILL CONSIST PRIMARILY OF LOW VOLUME, LOW FLOW BUBBLERS FOR TREES, POINT SOURCE DRIP IRRIGATION FOR SHRUBS AND GROUNDCOVERS, AND LOW-VOLUME SPRAY IRRIGATION FOR BIORETENTION PLANTINGS.
4. PLANTS WILL BE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE TO ALLOW FOR IRRIGATION APPLICATION BY HYDROZONE. THE IRRIGATION SCHEDULING WILL REFLECT THE REGIONAL EVAPO-TRANSPIRATION RATES. THE ENTIRE SITE WILL BE DESIGNED TO RUN DURING NIGHTTIME HOURS WHEN IRRIGATION IS MOST EFFICIENT.
5. ALL MWELO DOCUMENTATION INCLUDING IRRIGATION PLANS, WATER USE CALCULATIONS AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE IMPROVEMENT PLANS FOR REVIEW AND APPROVAL.

IRRIGATION NOTES

1. DEPTH OF IRRIGATION LINES: ALL ON-GRADE LATERAL LINES SHALL BE BURIED TO A DEPTH OF 12" MIN. ALL ON-GRADE MAINLINES SHALL BE BURIED TO A DEPTH OF 18" MIN.

3. BACKFLOW PREVENTER: BACKFLOW PREVENTER SHALL BE A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER (FEBCO 825Y OR EQUAL) TYPE AS APPROVED BY WATER PURVEYOR.

4. IRRIGATION SPRINKLER TYPES: ALL SPRINKLERS SHALL UTILIZE MATCHED PRECIPITATION, PRESSURE COMPENSATING NOZZLES FOR MAXIMUM UNIFORMITY OF DISTRIBUTION. IRRIGATION SYSTEMS TO BE INSPECTED PERIODICALLY FOR BROKEN OR DEFICIENT EQUIPMENT.

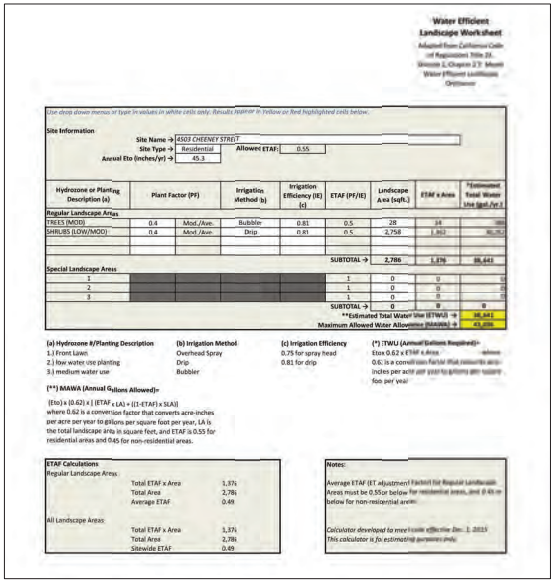
5. IRRIGATION CONTROLLERS: CONTROLLER SHALL BE AN AUTOMATIC ET (EVAPOTRANSPIRATION) WITH MULTIPLE PROGRAMMING CAPABILITY. CONTROLLER TO BE REPROGRAMMED SEASONALLY TO MINIMIZE RUNOFF OR OVER WATERING. MOISTURE SENSING DEVICES SHALL BE UTILIZED TO CONTROL IRRIGATION CYCLES ACCORDING TO SPECIFIC IRRIGATION REQUIREMENTS.

6. CLASS OF IRRIGATION PIPE: MAINLINE PIPE SHALL BE SCHEDULE 40 PVC FOR LINES 2-1/2" AND SMALLER AND CLASS 315 PVC FOR LINES 3" AND LARGER. ALL LATERAL LINE SHALL BE CLASS 200 PVC.

7. IRRIGATION EMITTERS: ALL SHRUB/ GROUNDCOVER AREAS SHALL BE IRRIGATED USING DRIP IRRIGATION SYSTEM. ALL TREE AREAS SHALL BE IRRIGATED USING BUBBLER IRRIGATION SYSTEM.

HYDROZONE LEGEND

- TREES, SHRUBS & GROUNDCOVERS - SOUTH/ WEST
- TREES, SHRUBS & GROUNDCOVERS - NORTH/ EAST
- BIORETENTION



Water Efficient Landscape Worksheet

Site Information

Site Name → 4503 CHEENEY STREET
Site Type → Residential
Anevul Eto (inches/yr) → 45.3
Allowed ETAF: 0.55

Hydrozone or Planting Description (a)	Plant Factor (PF)	Irrigation Method (b)	Irrigation Efficiency (IE) (c)	ETAF (PF/IE)	Landscape Area (sqft.)	ETAF x Area	*Estimated Total Water Use (gal./yr.)
Regular Landscape Areas							
TREES (MOD)	0.4	Mod./Ave.	Bubbler	0.81	0.5	28	14
SHRUBS (LOW/MOD)	0.4	Mod./Ave.	Drip	0.81	0.5	2,758	1,362
					SUBTOTAL →	2,786	1,376
Special Landscape Areas							
1					1	0	0
2					1	0	0
3					1	0	0
					SUBTOTAL →	0	0
					**Estimated Total Water Use (ETWU) →		38,641
					Maximum Allowed Water Allowance (MAWA) →		43,494

(a) Hydrozone #/Planting Description
1.) Front Lawn
2.) low water use planting
3.) medium water use

(b) Irrigation Method
Overhead Spray
Drip
Bubbler

(c) Irrigation Efficiency
0.75 for spray head
0.81 for drip

(*) ETWU (Annual Gallons Required)=
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

(**) MAWA (Annual Gallons Allowed)=
(Eto) x (0.62) x [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations
Regular Landscape Areas:
Total ETAF x Area 1,371
Total Area 2,786
Average ETAF 0.49
All Landscape Areas:
Total ETAF x Area 1,371
Total Area 2,786
Sitewide ETAF 0.49

Notes:
Average ETAF (ET Adjustment Factor) for Regular Landscape Areas must be 0.55or below for residential areas, and 0.45 or below for non-residential areas.
Calculator developed to meet code effective Jan. 1, 2015
This calculator is for estimating purposes only.

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

CONCEPTUAL IRRIGATION HYDROZONE PLAN

CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

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0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-4
Project No. 07723

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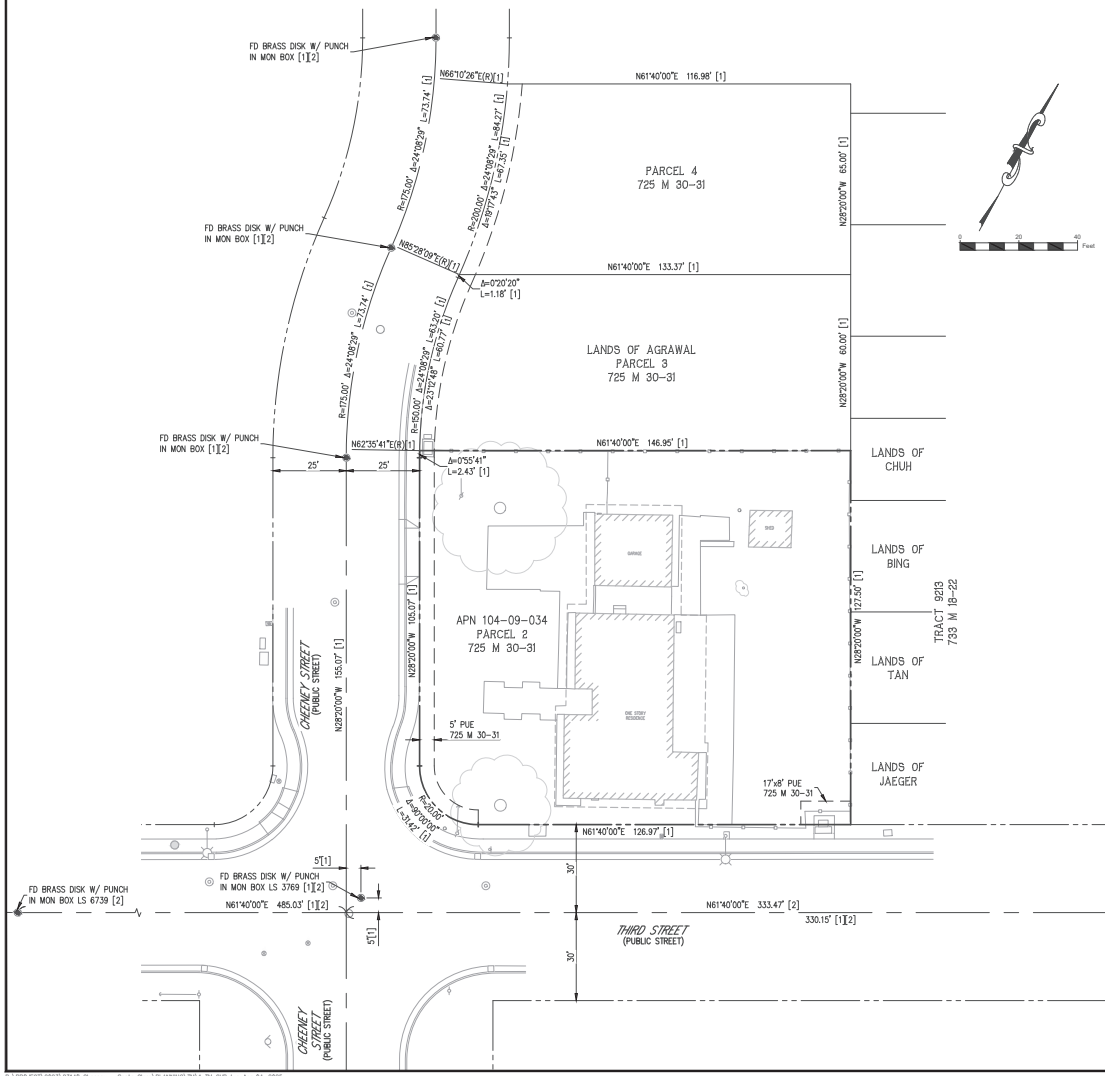
VESTING TENTATIVE MAP
4503 CHEENEY STREET
FOR UP TO 6 CONDOMINIUM UNITS
SANTA CLARA CALIFORNIA



GENERAL NOTES

OWNER & SUBDIVIDER: CHEENEY HOMES, LLC
734 THE ALAMEDA
SAN JOSE, CA 95126

ENGINEER: CIVIL ENGINEERING ASSOCIATES, INC.
28 RAILWAY AVENUE
CAMPBELL, CALIFORNIA 95008

1. EXISTING ZONING: R1-6L – SINGLE FAMILY
2. EXISTING GP DESIGNATION: LOW DENSITY RESIDENTIAL
3. EXISTING USE: RESIDENTIAL
4. PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
5. PROPOSED USE: RESIDENTIAL
6. PROPOSED IMPROVEMENTS: DEMOLISH EXISTING BUILDINGS AND PARKING LOTS TO CONSTRUCT RESIDENTIAL SINGLE FAMILY BUILDINGS. CONSTRUCT UTILITY SERVICES INCLUDING STORM, SANITARY SEWER, WATER AND JOINT TRENCH.
7. VESTING TENTATIVE MAP: THIS VESTING TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH CHAPTER 3, ARTICLE 2, SECTION 66452 OF THE SUBDIVISION MAP ACT.
8. BOUNDARY: BOUNDARY INFORMATION IS BASE ON RECORD AND FIELD DATA.
9. EASEMENTS: EMERGENCY VEHICLE ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, PRIVATE ACCESS EASEMENT, STORM DRAIN EASEMENT, PUBLIC ROADWAY EASEMENT AND PUBLIC LANDSCAPE EASEMENT WILL BE PROVIDED.
10. BOUNDARIES AND EASEMENTS DEPICTED HEREON HAVE BEEN TRANSCRIBED FROM THE DOCUMENTS REFERENCED BELOW. PORTIONS OF THESE MAY HAVE BEEN REORIENTED TO FIT TOGETHER. THIS MAY NOT BE COMPLETE OR ACCURATE. SEE COMMENTARY BELOW.

    TITLE REPORTS BY OLD REPUBLIC TITLE COMPANY;
    ORDER NUMBER 0631038265-RP DATED JUNE 12, 2023
11. BASIS OF BEARINGS: THE BEARING OF NORTH 61°40'00" EAST ALONG THE CENTER LINE OF THIRD STREET AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN BOOK 725 OF MAPS AT PAGE 30 AND 31 SANTA CLARA COUNTY RECORDS WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.
12. BENCHMARK: VALLEY WATER ID BM098. BRASS DISK ON TOP AND BACK OF SIDEWALK AT THE WESTERLY CORNER OF INTERSECTION FOR AGNEWS ROAD AND SAN TOMAS CREEK (SAN TOMAS CREEK IS LOCATED BETWEEN MISSION BOULEVARD AND LAKE SANTA CLARA DRIVE. CITY OF SANTA CLARA. NAVD88 ELEVATION = 25.66.
13. FEMA: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 06085C0063H, DATED MAY 18, 2009, AS BEING PARTIALLY LOCATED IN FLOOD ZONE "ZONE X (SHADED)":

    AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
14. ASSESSOR'S PARCEL NO.: 104-09-034
15. STORM SEWER TO BE SERVICED BY CITY OF SANTA CLARA
16. WATER TO BE PROVIDED BY CITY OF SANTA CLARA
17. SANITARY SEWER TO BE PROVIDED BY CITY OF SANTA CLARA
18. FIRE PROTECTION IS TO BE PROVIDED BY CITY OF SANTA CLARA
19. GAS IS TO BE PROVIDED BY PG&E
20. ELECTRIC IS TO BE PROVIDED BY SILICON VALLEY POWER
21. TELEPHONE IS TO BE PROVIDED BY AT&T
22. CABLE TV IS TO BE PROVIDED BY COMCAST
23. EXISTING LOTS: 1
24. PROPOSED LOTS: 1
25. TOTAL AREA: 0.428± ACRES
26. MULTIPLE FINAL MAPS MAY BE FILED PRIOR TO THE EXPIRATION OF THE TENTATIVE MAP.
27. THIS SUBDIVISION WILL CONFORM TO THE STREET TREE PLAN OF THE CITY OF SANTA CLARA.
28. DEMOLITION PERMITS MAY BE ISSUED PRIOR TO ISSUANCE OF FINAL BUILDING PERMITS AND RECORDANCE OF THE FINAL MAP.
29. ALL DIMENSIONS DEPICTED HEREON ARE APPROXIMATE AND ARE SUBJECT TO REVISION AT FINAL MAP(S) STAGE.
30. TOPOGRAPHY PROVIDED BY: CIVIL ENGINEERING ASSOCIATES, INC
31. ANY EXISTING SANITARY SEWER LATERALS PROPOSED TO BE REUSED MUST BE TELEVISED BY CITY OF SANTA CLARA AND APPROVED BY THE CITY BEFORE REUSE. A SANITARY LATERAL CLEAN-OUT SHALL BE INSTALLED AT THE PROPERTY LINE, IF ONE DOES NOT ALREADY EXIST WITHIN TWO (2) FEET OF THE PROPERTY LINE. ANY TRENCHING WITHIN THE DRIPLINE OF ALL TREES SHALL BE HAND DUG AND SO NOTED ON THE PLANS. ALL UTILITIES SERVING THE SITE SHALL BE UNDERGROUND.
32. ALL EXISTING BUILDINGS ARE TO BE REMOVED.
33. ALL EXISTING EASEMENTS ARE TO BE VACATED UNLESS NOTED OTHERWISE.

VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
N	NORTH
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- EXISTING LOT LINE
- CENTER LINE
- EXISTING EASEMENT LINE

MAP REFERENCES

[1] PARCEL MAP – 725 M 30-31
[2] TRACT 9213 – 733 M 18-22

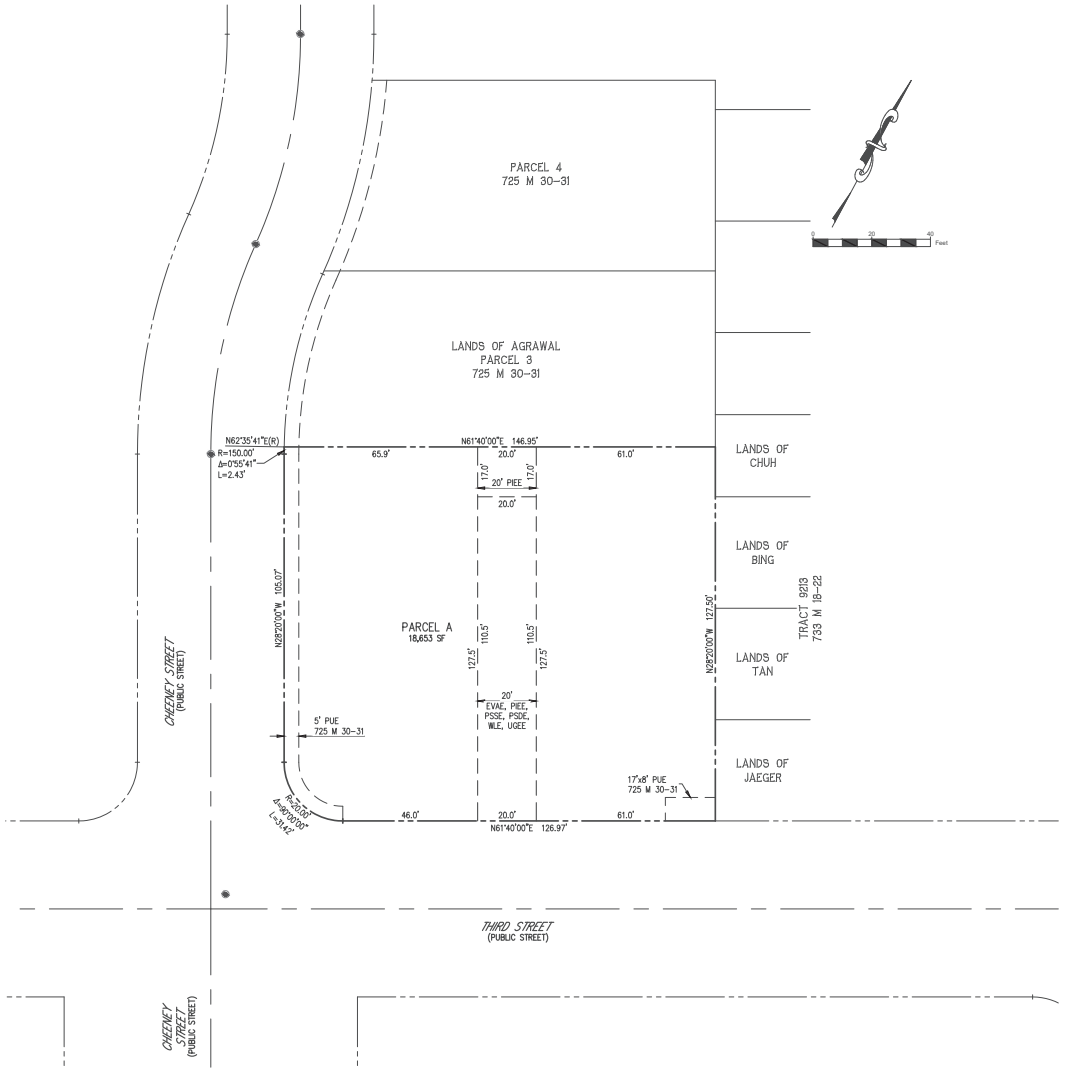
NO.	DATE	REVISIONS	BY

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
28 Railway Avenue
Campbell, CA 95008
T: (408) 453-1066

PREPARED FOR:
VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126
T: (408) 283-2700
F: (408) 294-3797

4503 CHEENEY STREET
VESTING TENTATIVE MAP
SANTA CLARA CALIFORNIA

DATE	4/4/2025
SCALE	SEE PLAN
DESIGNED	JG
DRAWN	CH
JOB NO.	23-148
SHEET	TM1
	1 OF 2 SHEETS



ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
N	NORTH
PIEE	PRIVATE INGRESS & EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
UGEE	UNDERGROUND ELECTRICAL EASEMENT
WLE	WATER LINE EASEMENT
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- EXISTING LOT LINE
- CENTER LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE

NO.	DATE	REVISIONS	BY

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4503 CHEENEY STREET
SANTA CLARA CALIFORNIA

VESTING TENTATIVE MAP

DATE	4/4/2025
SCALE	SEE PLAN
DESIGNED	JG
DRAWN	CH
JOB NO.	23-148
SHEET	TM2
	2 OF 2 SHEETS

25-944 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action to Approve Amendments to the proposed 22 Unit Single Family Residence Project at 1957 Pruneridge Avenue to Allow for the Installation of Natural Gas Stovetop Appliances.

BACKGROUND

On February 19, 2025, SCS Development Company ("the applicant") filed an application (File No. PLN25-00073) to amend Condition of Approval P23 of the approved Planned Development (PD) (File No. PLN22-00505) to construct 22 single-family detached two-story residences with a private street and associated on- and-offsite improvements on the 2.47-acre site.

The subject property is located on north side of Pruneridge Avenue, approximately 250 feet west of Winchester Boulevard (see Attachment 1 for a vicinity map). The project site was previously developed with a church and an associated office/school building. On March 19, 2024, the City Council approved a rezone of the subject property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow the construction of the residential development with 22 single-family detached two-story all-electric residences, private street and associated on- and -off-site improvements, and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention areas. Fifteen percent of the total number of units (or three units) are required to be affordable housing units.

As approved, the units would have been considered "all electric", as all appliances would have only been supplied by electric power, thus meeting the City's previous Reach Code energy requirements. As proposed, the modified project would retain all the project design features of the approved project, except that the project would no longer be supplied by 100-percent electric power and would allow for natural gas connections to operate stovetop appliances. The ovens in each unit would remain electrically powered.

Since the approval of the initial project, the developer obtained demolition and building permits. The site has been cleared, and some ongoing construction activities include the construction of the units, and installation of infrastructure and utilities.

Condition of approval P23 of the PD provides that the installation of natural gas infrastructure requires an amendment to the PD zoning, review by the Planning Commission and approval by the City Council.

On October 8, 2025, the Planning Commission conducted a public hearing and unanimously recommended approval of the request.

DISCUSSION

The developer proposes to amend the approved PD to replace the electric stovetop appliances in each of the approved units with natural gas stovetop appliances. The oven appliances in each unit would remain electric, consistent with prior approval. The developer states that the modification is necessary to meet market demands and provide flexibility during power outages. In accordance with the Condition of Approval P23 of the approved PD, installation of natural gas infrastructure requires an amendment to PD zoning and review by the Planning Commission and approval by Council.

Considerations

The following summarizes the requests and the key considerations for the project. The Planning Commission staff report includes a detailed analysis of the project and is included as Attachment 2. Project development plans are also included within Attachment 2.

General Plan Conformance

The existing General Plan designation for the project site is Very Low Density Residential. The approved project provides 8.9 du/ac, consistent with the General Plan designation for the project site, Very Low Density Residential. As proposed, the modified project would retain all the project design features of the approved project, except that the project would no longer be 100 percent electric.

Although the proposal is not fully consistent with the 2022 Climate Action Plan (CAP) goal of achieving net-zero emissions, or the General Plan policy to reduce greenhouse gas (GHG) emissions and air pollutants, the cumulative GHG impact from the inclusion of natural gas stovetop appliances is expected to be minimal. To mitigate this impact, the modified project will include a Transportation Demand Management (TDM) plan, pursuant to an adopted Mitigation Measure, which will offset the increase in GHG emissions by reducing the number of project-generated vehicle trips. Additionally, the City is currently updating its Reach Code to transition from the previously adopted “all-electric” requirement-suspended by the City Council in January 2025-to a new “energy performance” framework, allowing for greater flexibility in meeting energy efficiency targets. All residential units will be constructed as “electric-ready,” ensuring that future homeowners have the option to convert to electric stovetops if desired.

Zoning Conformance

The proposal to replace the approved electric stovetop appliances in each of the units with natural gas stovetop appliances does not alter the site plan, access or parking of the approved project. Project construction would only be slightly adjusted to connect the gas utilities to the site. However, the 2024 PD approval also expressly cited the all-electric nature of the project as a justification for granting the rezoning.

Planning Commission Meeting

At the October 8, 2025, Planning Commission meeting, staff presented an analysis of the project’s conformance with the General Plan and Zoning Code. During the meeting, the Commission had questions regarding the topics below; the topics are listed first and the summary follows:

Reach Code Update

In response to the Commission’s question regarding the status of the City’s Reach Code update, staff explained that the City is currently in the process of revising the Reach Code to replace the previously suspended “all-electric” requirement (suspended by Council in January 2025) with an

“energy performance” approach. This new approach would provide greater flexibility in meeting overall energy efficiency goals, potentially through measures such as a Transportation Demand Management (TDM) plan or the incorporation of solar energy.

Staff further clarified that, since this project is a Planned Development and is subject to a specific condition (Condition P23) prohibiting the use of natural gas, the proposed modification would still require Council approval, even if the Reach Code does not currently mandate all-electric construction.

Reason for the Request to use Natural gas stovetops
Responding to Commission’s question regarding the request to use natural gas stovetops instead of electric stovetops, the Applicant explained that market research indicates gas stovetops are currently more popular among homebuyers, primarily due to their superior cooking performance.

The Applicant also noted that all units will be electric-ready, allowing future homeowners the option to switch to electric stovetops if desired.

Project Construction update
In response to the question regarding the project’s construction timeline, the Applicant stated that the tentative completion date is anticipated sometime in 2026.

Reason for not including Natural Gas in the initial project proposal
In response to the Commission’s question regarding why natural gas was not included in the initial proposal, the Applicant explained that the Reach Codes in effect at the time of submittal did not permit the use of natural gas.

Natural Gas Infrastructure and Cost Implications
The Applicant shared that they have coordinated with PG&E to extend natural gas service to each unit and have incorporated this change into the construction plans submitted to the Building Division. They also clarified that the associated costs will not be passed on to future homeowners and are not intended to increase the price of the new units.

There were no public comments at the Public Hearing. At the end of the discussion, the Planning Commission unanimously voted to recommend approval of the project to the City Council.

Action Proposed

The Project is now presented for City Council consideration and action. The following specific actions are required.

1. Approve a Mitigated Negative Declaration
   An Initial Study and Mitigated Negative Declaration (MND) was prepared for the proposed amendments to the project. To approve the MND, the Council must find the project will not have a significant effect on the environment after mitigation, based on the Council’s independent judgment. As detailed in the Environmental Review section below, the MND concludes that all potential impacts will be reduced to less than significant after mitigation.

2. Amend the Approved Plan Development
   Amend the approved Planned Development (PD) Zoning General Plan Amendment for the 22

single-family detached two-story all-electric residences to allow for the installation of natural gas stovetop appliances. Here, the proposal to replace the electric stovetop appliances in each of the approved units with natural gas stovetop appliances, on balance, will still be consistent with the General Plan goals of increasing the housing supply and overall energy efficiency in a development.

The proposed modification to the rezoning is a legislative act, and the Council has a significant degree of discretion in making these decisions. As a result of a Federal Appeals Court ruling involving the City of Berkeley, on January 14, 2025, the City Council indefinitely suspended the all-electric provisions of the Reach Code. For this project, however, the developer committed to all-electric construction as a condition of the Council's approval of the rezone from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD), and the commitment to all-electric construction was cited by the Council in its findings approving the PD zoning. Changing course now would require a legislative action to amend the PD zoning, and as a result, the Berkeley case does not affect the Council's discretion to approve or disapprove the requested modification.

Staff Recommendation

Staff recommends that the City Council approve the request by approving the modification to the approved 2024 PD to replace the approved electric stovetop appliances in the project with natural gas stovetop appliances since doing so does not alter the site plan, access or parking of the approved project. Project construction would only be slightly adjusted to connect the gas utilities to the site.

Further, the addition of natural gas stovetops will respond to market demand and add value to the residences. In addition, the inclusion of natural gas stovetop appliances does not represent a significant policy shift, especially given the City's current effort to draft a revision to its Reach Code to include an "energy performance" approach that may expressly allow for natural gas stovetop appliances soon. In addition, the project will be electric-ready, allowing future homeowners the option to switch to electric stovetops if desired.

As an alternative, the Council has the option to deny the request. Because the developer committed to not use methane to obtain the PD zoning in 2024, and the all-electric construction is one of the stated reasons for granting the PD zoning, there is no obligation to reverse course and allow methane just one year later.

ENVIRONMENTAL REVIEW

On March 19, 2024, the City Council certified the Environmental Impact Report (EIR) that was prepared for the approved project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). The DEIR examined potential environmental impacts associated with project development and identified significant impacts on biological resources, cultural resources, and geology and soils. Mitigation measures were identified for implementation that would reduce most of the significant project development impacts to less than significant levels. However, significant unavoidable project level and cumulative cultural resources impacts were identified to remain with demolition of the church, which was identified as being eligible for listing as an architecturally significant local structure, to redevelop the site.

To analyze the proposal to allow for the use of natural gas by replacing the approved electric

stovetop appliances in each of the 22 units with natural gas stovetop appliances, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). The (IS/MND) and Notice of Availability were posted on the City's website and available for public review for 20-days between July 18, 2025, and August 7, 2025, in accordance with CEQA requirements.

The IS/MND analyzed potential impacts on Air Quality, Energy, Greenhouse Gas Emissions, Land Use and Planning and found the impacts to be the same as the approved project except for the Greenhouse Gas emissions, due to inclusion of natural gas stovetop appliances. An additional Mitigation measure was added that would reduce the new Greenhouse Gas Emissions impact to a less than significant level. Staff received one comment on the IS/MND during the 20-day review period by the Amah Mutsun Tribal Band of San Juan Bautista & AMTB. A response to their comment letter was prepared and posted on the City's website, for which a weblink can be found in Attachment 2.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

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

PUBLIC CONTACT

On September 15, 2025, the notice of public hearing for this item was mailed to property owners within 1,000 feet of the project side boundaries and interested parties. Newspaper notice of this item was also published in The Weekly, a newspaper of general circulation. At the time of this staff report, no comments have been received by the Planning Division in support or opposition to the project.

Community Meetings

Virtual public outreach meetings were conducted by the Property Owner/Applicant for the original project on November 16, 2022, and August 30, 2023, to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to 938 properties within 1,000 feet of the project site boundaries and posted on the City's website. Concerns / issues raised by residents at the meeting included property maintenance, construction activities, site circulation and parking, shade and shadow, and privacy. These meetings provided the community opportunities to review and comment on the proposal and revised changes made to the dwellings, site circulation and landscaping resulting from community input.

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

RECOMMENDATION

1. Adopt a resolution to adopt the Mitigated Negative Declaration (MND) and the Mitigation

Monitoring and Reporting Program (MMRP) for the 1957 Pruneridge Avenue Residential Project Amendment.

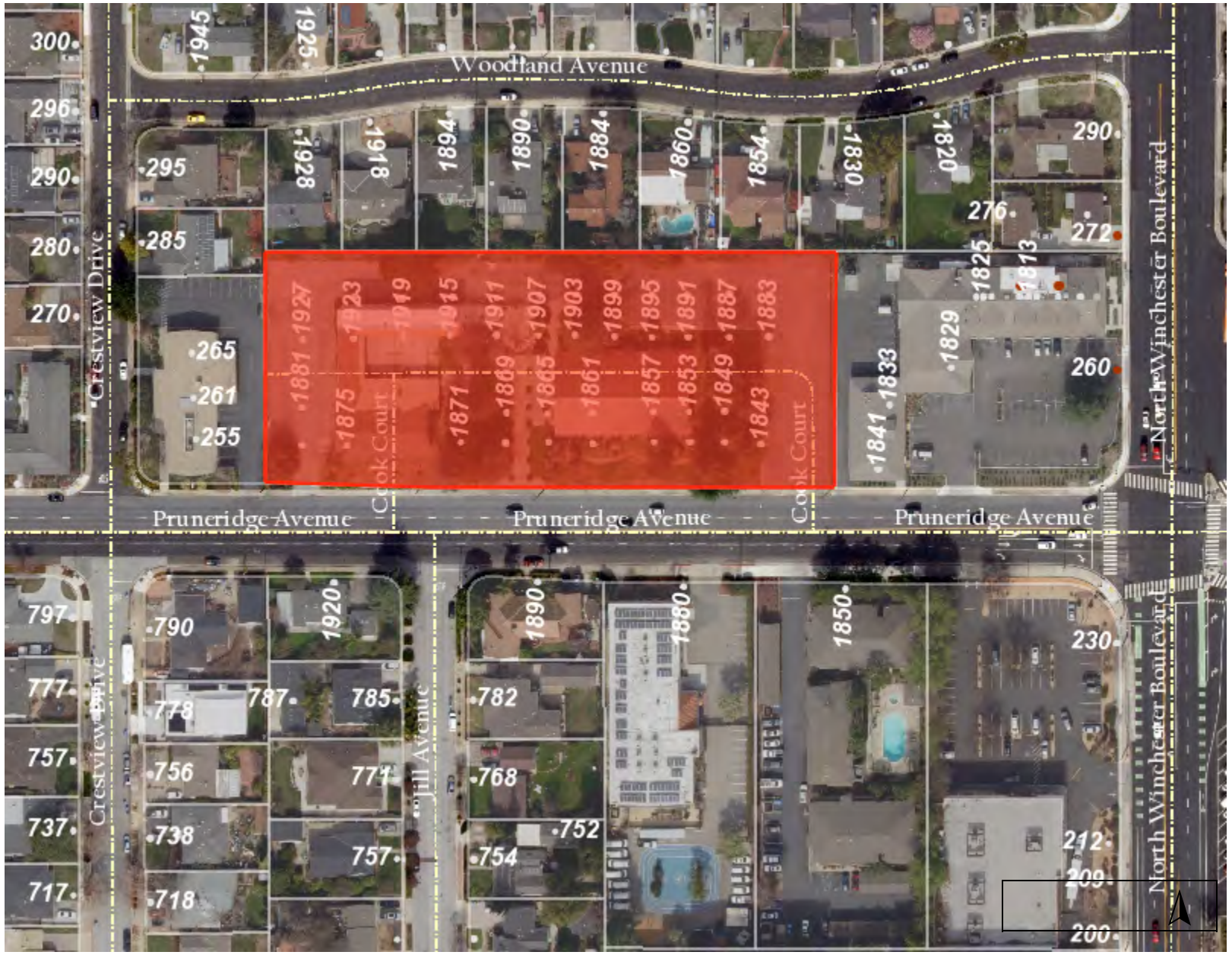
2. Adopt a resolution to amend the approved Planned Development (PD) Zoning (PLN22-00505) for the 22 single-family detached two-story all-electric residences at 1957 Pruneridge Avenue to allow for the installation of natural gas stovetop appliances fated, subject to conditions of approval.

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

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report of October 8, 2025
3. Web Links to the Project Page and CEQA documents
4. Resolution Adopting the MND and MMRP
5. Resolution Approving the Amendment to approved Planned Development (PD)
6. Conditions of Approval
7. Development Plans

1957 Pruneridge Avenue Vicinity Map



Notes

PLN25-00073

0 200 400 ft

NAD_1983_2011_StatePanel_California_III_FIPS_0403_Ft_US

©City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Web Links- Project Website and Mitigated Negative Declaration (MND) and Mitigation Monitoring or Reporting Program (MMRP); Environmental Impact Report (EIR)

Project Website:
Here you will find a summary of the project and information regarding past community meetings and prior plan submittals.
1957 Pruneridge Avenue - 22 Detached Residential Units | Projects Listing | City of Santa Clara

Environmental Website:
Here you will find environmental assessment of the project.
1957 Pruneridge Avenue - 22 Detached Units Use of Natural Gas (CEQA) | CEQA Pending Approvals Directory | City of Santa Clara

Link to the MMRP prepared for the current proposal.
https://www.santaclaraca.gov/home/showpublisheddocument/87525/638883562460200000

Response to Comments:
https://www.santaclaraca.gov/home/showpublisheddocument/87910/638918152263672886

To view the certified EIR, please visit the approved project CEQA page, which includes all of the archived CEQA information.
1957 Pruneridge Avenue - 22 Detached Units (CEQA),

These documents are available for viewing in the Community Development Department

25-943 Agenda Date: 10/8/2025

REPORT TO PLANNING COMMISSION

SUBJECT

PUBLIC HEARING: Action on the Initial Study/Mitigated Negative Declaration (IS/MND), Mitigation Monitoring and Reporting Program, and to Amend the Approved Planned Development (PD) Zoning for 22 All-Electric Detached Single-Family Residences (PLN22-00505) to Allow for the Installation of Natural Gas Stove Appliances (PLN25-00073) for the Property Located at 1957 Pruneridge Avenue

REPORT IN BRIEF

Applicant /Owner: SCS Development
General Plan: Very Low Density Residential
Zoning: Planned Development (PD)
Site Area: 2.47 acres
Existing Conditions: The site is currently under construction in accordance with the plans that were approved by the City Council on March 19, 2024. Prior to that, the site was occupied with the St. Mark's Episcopal Church.

Surrounding Land Uses:

- North: Single-family detached residences
- South: Pruneridge Avenue and a mix of neighborhood commercial uses and detached single-family residences
- East: Neighborhood commercial uses
- West: Neighborhood commercial uses

Staff Recommendation: The Planning Commission adopt a resolution recommending the City Council adopt the Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program (MMRP) and amend the approved Planned Development (PD) Zoning (PLN22-00505) for the 22 all-electric Detached Single-Family Residences to allow for the installation of natural gas stove appliances (PLN25-00073) for the Property located at 1957 Pruneridge Avenue.

BACKGROUND

On February 19, 2025, SCS Development Company ("the applicant") filed an application (File No. PLN25-00073) to amend the approved Planned Development (PD) (File No. PLN22-00505) to construct 22 single-family detached two-story all-electric residences with a private street and associated on- and-offsite improvements on the 2.47-acre site. As proposed, the modified project would retain all the project design features of the approved project, with the exception of the project no longer providing 100 percent electric power.

Project History and Previous Actions

The project site was previously developed with a church and an associated office/school building. On March 19, 2024, City Council approved a rezone of the subject property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow the construction of the residential development with 22 single-family detached two-story all-electric residences, private street and associated on- and-off-site improvements, and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention

areas. Fifteen percent of the total number of units (or 3.3 homes) are required to be affordable housing units. The project provides three affordable units and per Section 17.40.080.B of the City's Affordable Housing Ordinance, the fractional unit (0.3) requirement will be addressed by payment of an in-lieu fee.

Redevelopment of the property involved demolition of all existing structures that were over 50 years in age and site improvements (surface parking lot and landscaping). The Staff report for the Council Hearing on March 19, 2024, is provided as Attachment 3 of this report. An Environmental Impact Report was prepared for the project, in accordance with the California Environmental Quality Act (CEQA). The project was evaluated for potential historical and architectural significance in accordance with CEQA and referred for a review by the Historic Landmarks Commission (HLC) at a publicly noticed meeting on December 7, 2023. Following review of the documents and public testimony, the HLC recommended certification of the EIR to the Planning Commission and City Council and did not recommend the property for listing on the City's HRI. The project was presented to the Planning Commission at a publicly noticed meeting on February 21, 2024. At the conclusion of the public hearing, the Planning Commission unanimously voted to recommend approval of the project (7-0).

Since the approval of the project, the developer has obtained Building Permits to demolish the existing structures on site and has started the construction of the project.

Now, the developer has applied requesting to amend the approved PD to replace the 22 electric stovetops in the approved project with 22 natural gas stovetops. The developer states that the modification is necessitated to meet market demands and provide flexibility during power outages. In accordance with the Condition of Approval P23 of the approved PD, installation of natural gas infrastructure requires an amendment to PD zoning and review by the Planning Commission and approval by Council.

DISCUSSION

Primary issues for the project include consistency with the City's General Plan, and conformance with the City Code for Planned Development Zoning.

General Plan Conformance

The existing General Plan designation for the project site is Very Low Density Residential. This designation is intended for residential densities of up to 10 dwelling units per acre (du/ac) and envisioned for single-family residential development in scale and character. Development in this classification maintains a feeling of suburban living with setbacks between structures, parking, large, landscaped yards and tree lined streets. The approved project provides 8.9 du/ac, consistent with the General Plan designation for the project site is Very Low Density Residential.

As proposed, the modified project would retain all the project design features of the approved project, except that the project would no longer be 100 percent electric. The modified project would replace the 22 electric stoves in the approved residences with 22 natural gas stovetops. The addition of natural gas infrastructure into the project is not consistent with the 2022 Climate Action Plan (CAP), which establishes a policy of reducing emissions to "net zero" by 2045 in the City of Santa Clara. "Net zero" energy use is based on the assumption that all new development in the city would be all-electric, and that eventually all energy used in the city would be from renewable resources. The modified project would also conflict with General Plan Goal 5.10.2-G2, which aims for reduced greenhouse gas emissions (GHG) that meet State and regional goals and requirements to combat climate change, and Policy 5.10.2-P3, which encourages the implementation of technological advances that minimize public health hazards and reduces the generation of air pollutants. Here, the proposed modifications would increase emissions compared to the approved project and would forego all-electric construction and instead utilize outdated methane technology to generate heat for cooking.

Nevertheless, the cumulative greenhouse gas impact of 22 natural gas stovetops would be minimal. The all-electric project would have resulted in 129 tons of CO_2 equivalent emissions per year, primarily based on

traffic trips. The revised project would generate only 6.6 additional tons of CO2 equivalents, for a total of 135 tons per year. To mitigate the GHG emissions from the natural gas stovetops, the modified project would include a TDM plan as part of Mitigation Measure GHG-1.1, which would reduce the number of project trips to evenly offset the 6.6-ton increase in the GHG emissions from adding the 22 natural gas stovetops.

The Climate Action Plan also directs the City to implement its "Reach Code," which is a local ordinance that goes beyond the minimum requirements of the California Building Standards Code (CBSC) in order to promote sustainability goals. The City is in the process of updating its Reach Code to replace the "all-electric" requirement, which the Council suspended in January 2025, with an "energy performance" approach. "Energy performance" ordinances require developers to increase the overall energy efficiency in a development, but leave flexibility for the builder on how to achieve this goal. For example, a developer could build homes that have natural gas stovetops, but improve energy efficiency by using electric heat-pump equipment, installing more advanced HAVC systems, utilizing better insulation, and including solar panels. Given the possibility that natural gas stoves will be allowed under the new Reach Code, allowing 22 natural gas stoves in this project does not represent a significant policy shift.

Zoning Conformance

Per Chapter 18.54 of the City Code, PD zoning districts are intended to allow for creative design solutions and land uses not otherwise allowed in standard zoning districts while maintaining compatibility with the existing community and allowing for greater community ownership. The proposed PD zoning would continue the same development standards approved in 2024, at a density and with a site design compatible with existing and approved land uses surrounding the project site. The project matches the architectural character and quality of the surrounding neighborhood, consistent with Zoning Code requirements.

The proposal to replace the approved 22 electric stovetops in the project with 22 natural gas stovetops does not alter the site plan, access or parking of the approved project. Project construction would only be slightly adjusted to connect the gas utilities to the site. However, the 2024 PD approval also expressly cited the all-electric nature of the project as a justification for granting the rezoning.

ENVIRONMENTAL REVIEW

On March 19, 2024, the City Council certified the Environmental Impact Report (EIR) that was prepared for the approved project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). The DEIR examined potential environmental impacts associated with project development and identified significant impacts on biological resources, cultural resources, and geology and soils. Mitigation measures were identified for implementation that would reduce most of the significant project development impacts to less than significant levels. However, significant unavoidable project level and cumulative cultural resources impacts were identified to remain with demolition of the church, which was identified as being eligible for listing as an architecturally significant local structure, to redevelop the site

To analyze the proposal to allow for the use of natural gas by replacing the approved electric stovetops in the project with 22 natural gas stovetops, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). The (IS/MND) and Notice of Availability were posted on the City's website and available for public review for 20-days between July 18, 2025, and August 7, 2025, in accordance with CEQA requirements.

The IS/MND analyzed potential impacts on Air Quality, Energy, Greenhouse Gas Emissions, Land Use and Planning and found the impacts to be the same as the approved project except for the Greenhouse Gas emissions, due to inclusion of natural gas stovetops. An additional Mitigation measure was added that would reduce the new Greenhouse Gas impact to a less than significant level. Staff received one comment on the IS/MND during the 20-day review period by the Amah Mutsun Tribal Band of San Juan Bautista & AMTB. A

response to their comment letter was prepared and posted on the City's website, for which a weblink can be found in Attachment 2.

FISCAL IMPACT
There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

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

PUBLIC CONTACT
On September 15, 2025, the notice of public hearing for this item was mailed to property owners within 1,000 feet of the project side boundaries and interested parties. Newspaper notice of this item was published in The Weekly, a newspaper of general circulation, on September 17, 2025. At the time of this staff report, no comments have been received by the Planning Department in support or opposition to the project.

Community Meetings
Virtual public outreach meetings were conducted by the Property Owner/Applicant on November 16, 2022, and August 30, 2023, to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to 938 properties within 1,000 feet of the project site boundaries and posted on the City's website. Concerns / issues raised by residents at the meeting included property maintenance, construction activities, site circulation and parking, shade and shadow, and privacy. These meetings provided the community opportunities to review and comment on the proposal and revised changes made to the dwellings, site circulation and landscaping resulting from community input.

ALTERNATIVES
1. Adopt a resolution recommending the City Council adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for the 1957 Pruneridge Avenue Residential Project.
2. Adopt a resolution recommending the City Council to amend the approved Planned Development (PD) Zoning (PLN22-00505) for the 22 single-family detached two-story all-electric residences to allow for the installation of natural gas stove appliances for the Property located at 1957 Pruneridge Avenue, subject to conditions of approval.
3. Recommend the City Council deny the request to amend the approved Planned Development (PD) Zoning (PLN22-00505) for the 22 single-family detached two-story all-electric residences to allow for the installation of natural gas stove appliances for the Property located at 1957 Pruneridge Avenue.

RECOMMENDATION
The proposed modification to the rezoning is a legislative act, and the Planning Commission and Council have a significant degree of discretion in making their decisions. Because the developer committed to not use methane in order to obtain the PD zoning in 2024, and the all-electric construction is one of the stated reasons for granting the PD zoning, there is no obligation to reverse course and allow methane just one year later. Nevertheless, the addition of natural gas stovetops will respond to market demand and add value to the residences. In addition, the inclusion of 22 natural gas stoves does not represent a significant policy shift, especially given that the City is drafting a revision to its Reach Code that may expressly allow for natural gas stovetops in the near future. Consequently, Staff recommends that the Planning Commission adopt Alternatives 1 and 2:

1. Adopt a resolution recommending the City Council adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for the 1957 Pruneridge Avenue Residential Project.
2. Adopt a resolution recommending the City Council to amend the approved Planned Development (PD) Zoning (PLN22-00505) for the 22 single-family detached two-story all-electric residences to allow for

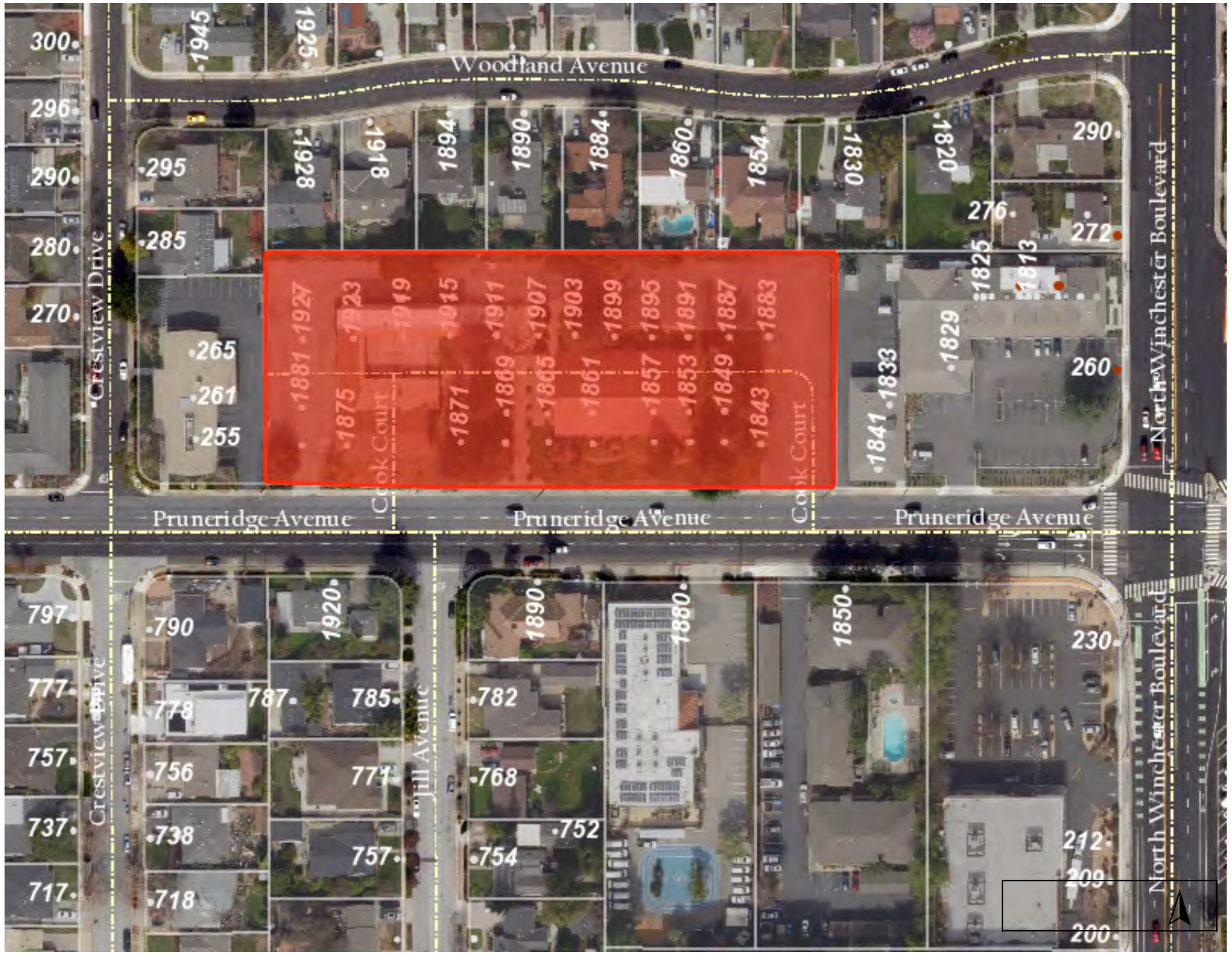
the installation of natural gas stove appliances for the Property located at 1957 Pruneridge Avenue, subject to conditions of approval.

Prepared by: Nimisha Agrawal, Senior Planner
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Vicinity Map
2. Web Links to the Project Page and CEQA documents
3. Resolution Recommending Council adopt the MND and MMRP
4. Resolution Recommending Council Approve the Amendment to approved Planned Development (PD)
5. Staff Report for the Council Hearing on March 19, 2024
6. Conditions of Approval
7. Development Plans

1957 Pruneridge Avenue Vicinity Map



Notes

PLN25-00073

0 200 400 ft

NAD_1983_2011_StatePanel_California_III_FIPS_0403_Ft_US

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Web Links- Project Website and Mitigated Negative Declaration (MND) and Mitigation Monitoring or Reporting Program (MMRP); Environmental Impact Report (EIR)

Project Website:
Here you will find a summary of the project and information regarding past community meetings and prior plan submittals.
1957 Pruneridge Avenue - 22 Detached Residential Units | Projects Listing | City of Santa Clara

Environmental Website:
Here you will find environmental assessment of the project.
1957 Pruneridge Avenue - 22 Detached Units Use of Natural Gas (CEQA) | CEQA Pending Approvals Directory | City of Santa Clara

Link to the MMRP prepared for the current proposal.
https://www.santaclaraca.gov/home/showpublisheddocument/87525/638883562460200000

Response to Comments:
https://www.santaclaraca.gov/home/showpublisheddocument/87910/638918152263672886

To view the certified EIR, please visit the approved project CEQA page, which includes all of the archived CEQA information.
1957 Pruneridge Avenue - 22 Detached Units (CEQA),

These documents are available for viewing in the Community Development Department

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROPOSED AMENDMENT TO THE APPROVED RESIDENTIAL PLANNED DEVELOPMENT (PD) (PLN22-00505) LOCATED AT 1957 PRUNERIDGE AVENUE, SANTA CLARA

PLN25-00073 (Rezone)

WHEREAS, On February 19, 2025**,** SCS Development ("Owner") filed an application for the development of a 2.47-acre site located at 1957 Pruneridge Avenue, Santa Clara ("Project Site");

WHEREAS, the Project Site has a General Plan designation of Very Low Density Residential and is zoned Planned Development (PD);

WHEREAS, On March 19, 2024, the City Council approved the Owner's request to rezone the subject property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to construct the residential development with 22 detached two-story all-electric homes, private street and associated on- and-off-site improvements, and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention areas (Approved PD);

WHEREAS, On March 19, 2024, City Council certified an Environmental Impact Report and adopted the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project (Approved PD);

WHEREAS, on February 19, 2025, the Owner applied to amend the Approved PD to replace the approved 22 electric stovetops in the project with 22 natural gas stovetops ("Project");

WHEREAS, in accordance with the Condition of Approval P23 of the Approved PD, installation of natural gas infrastructure requires an amendment to the Approved PD zoning, and review by the Planning Commission and approval by Council;

WHEREAS, to analyze the proposal to allow for the use of natural gas by replacing the approved electric stovetops in the project with 22 natural gas stovetops, the City, as Lead Agency, in tandem with Consultant 'David J. Powers' prepared an Initial Study ("IS") and a Mitigated Negative Declaration for the proposed project in accordance with the California Environmental Quality Act ("CEQA"), which was circulated for a 20-day review to public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought the comments of such persons and agencies beginning on July 18, 2025 and concluding on August 7, 2025 ("Comment Period"); and

WHEREAS, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared for implementation with Project development to reduce potentially significant impacts identified in the Initial Study to less than significant; and

WHEREAS, the City through consultant 'David J. Powers' prepared written responses to the comments received during the Comment Period and included these responses on the project's CEQA page; and

WHEREAS, on September 17, 2025, a notice of the public hearing on the proposed amendment to the PD was published in the *Santa Clara Weekly*, for the Planning Commission Hearing to be conducted on October 8, 2025; and

WHEREAS, on September 15, 2025, the notice of public hearing for the October 8, 2025, Planning Commission meeting for this item was mailed to property owners within a 1,000-foot radius of the Project Site boundaries; and

WHEREAS, pursuant to SCCC Section 18.146.020, on October 3, 2025, notices of the public hearing of October 8, 2025, were posted at City Hall, the Central Park Library, the Mission Branch Library, the Northside Branch Library, and on the City's website; and

WHEREAS, on October 8, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, the MND, the MMRP, and all pertinent information in the record during which the Planning Commission invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the Planning Commission hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the Planning Commission hereby finds that all potentially significant environmental impacts that may directly or indirectly result from the Project would be reduced to a less than significant level by implementation of the mitigation measures specified in the MND and MMRP.

3. That the Planning Commission hereby finds that the MND is complete, prepared in compliance with CEQA, and represents the independent judgment of the Planning Commission.

4. That the Planning Commission hereby recommends that the City Council finds that the MND and MMRP for this Project has been completed in compliance with CEQA, and that approval of this Project as mitigated will have no significant negative impacts on the area's environmental resources, cumulative or otherwise, as the impacts as mitigated would fall within the environmental thresholds identified by CEQA.

5. That the Planning Commission hereby recommends that the City Council adopt the MND and MMRP for the Project as required by the CEQA Guidelines (14 Cal. Code of Regs. § 15074).

6. 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 PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 8TH DAY OF OCTOBER 2025, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST: _____

AFSHAN HAMID
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. None

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE THE AMENDMENT TO REPLACE THE APPROVED 22 ELECTRIC STOVETOPS WITH 22 NATURAL GAS STOVETOPS FOR THE APPROVED RESIDENTIAL PLANNED DEVELOPMENT (PD) (PLN22-00505) LOCATED AT 1957 PRUNERIDGE AVENUE, SANTA CLARA

PLN25-00073 (Rezone)

WHEREAS, On February 19, 2025**,** SCS Development ("Owner") filed an application for the development of a 2.47-acre site located at 1957 Pruneridge Avenue, Santa Clara ("Project Site");

WHEREAS, the Project Site has a General Plan designation of Very Low Density Residential and is zoned Planned Development (PD);

WHEREAS, On March 19, 2024, the City Council approved the Owner's request to rezone the subject property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to construct the residential development with 22 detached two-story all-electric homes, private street and associated on- and-off-site improvements, and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention areas (Approved PD);

WHEREAS, On March 19, 2024, City Council certified the Environmental Impact Report and adopted the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project (Approved PD);

WHEREAS, on February 19, 2025, the Owner applied to amend the Approved PD to replace the approved 22 electric stovetops in the project with 22 natural gas stovetops ("Project");

WHEREAS, in accordance with the Condition of Approval P23 of the Approved PD, installation of natural gas infrastructure requires an amendment to the Approved PD zoning, and review by the Planning Commission and approval by Council;

WHEREAS, to analyze the proposal to allow for the use of natural gas by replacing the approved electric stovetops in the project with 22 natural gas stovetops, the City, as Lead Agency, in tandem with Consultant 'David J. Powers' prepared an Initial Study ("IS") and a Mitigated Negative Declaration for the proposed project in accordance with the California Environmental Quality Act ("CEQA"), which was circulated for a 20-day review to public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought the comments of such persons and agencies beginning on July 18, 2025 and concluding on August 7, 2025 ("Comment Period"); and

WHEREAS, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared for implementation with Project development to reduce potentially significant impacts identified in the Initial Study to less than significant; and

WHEREAS, the City through consultant 'David J. Powers' prepared written responses to the comments received during the Comment Period and included these responses on the project's CEQA page; and

WHEREAS, on September 17, 2025, a notice of the public hearing on the proposed amendment to the PD was published in the *Santa Clara Weekly*, for the Planning Commission Hearing to be conducted on October 8, 2025; and

WHEREAS, on September 15, 2025, the notice of public hearing for the October 8, 2025, Planning Commission meeting for this item was mailed to property owners within a 1,000-foot radius of the Project Site boundaries; and

WHEREAS, pursuant to SCCC Section 18.146.020, on October 3, 2025, notices of the public hearing of October 8, 2025, were posted at City Hall, the Central Park Library, the Mission Branch Library, the Northside Branch Library, and on the City's website; and

WHEREAS, on October 8, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, the MND, the MMRP, and all pertinent information in the record during which the Planning Commission invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the Planning Commission hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the Planning Commission hereby recommends that the City Council amend the Approved Planned Development (PD) to replace the approved 22 electric stovetops in the project with 22 natural gas stovetops.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 8TH DAY OF OCTOBER 2025, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST: _____
AFSHAN HAMID
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. None

REPORT TO CITY COUNCIL

SUBJECT

Public Hearing: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, Rezone, and Vesting Tentative Subdivision Map for the Property Located at 1957 Pruneridge Avenue to Allow the Development of 22 Detached Single-Family Residences and Associated On- and Off-Site Improvements

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

SCS Development Company filed an application for the subject proposal to allow for the development of a single-family residential development with 22 detached two-story homes on the 2.47-acre subject site. Implementation of the proposal requires a rezone of the property from B - Public, Quasi-Public, and Public Park or Recreation to PD - Planned Development and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots. Fifteen percent of the total number of units (or 3.3 homes) are required to be provided as affordable housing units; the fractional unit may be addressed by providing one additional affordable unit or by payment of an in-lieu fee. Redevelopment of the property includes the demolition of all existing structures and site improvements.

The project was presented to the Planning Commission at a publicly noticed meeting on February 21, 2024. The Planning Commission staff report (Attachment 8) provides an analysis of the project's consistency with the General Plan. At the conclusion of the public hearing, the Planning Commission unanimously voted to recommend approval of the project (7-0).

The City Council is being asked to conduct a public hearing and take three actions:

1. Certify the Environmental Impact Report (EIR) and adopt the CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program.
2. Adopt a resolution approving a Rezone from B - Public, Quasi-Public, and Public Park or Recreation to PD - Planned Development.
3. Adopt a resolution approving a Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots.

DISCUSSION

At the February 21, 2024 Planning Commission meeting, staff presented an overview of the proposal and its conformance with the General Plan. The Assistant City Attorney also provided information on two conditions of approval related to the use of natural gas, B8 and P23. Condition B8 requires the developer to comply with the City's "Reach Code" (Chapter 15.36 of the Santa Clara City Code),

which requires new development to be “all electric” and not include natural gas infrastructure. The Assistant City Attorney explained that in recent discussions with the developer, the developer had also voluntarily committed to All-Electric Construction, regardless of the application of the City’s Reach Code, and that this was memorialized in condition P23.

At the Planning Commission Meeting, however, the developer requested a modification to the way that the All-Electric Construction commitment is memorialized. As drafted by staff, condition P23 states that the developer’s commitment to All-Electric Construction is an express basis for the City’s decision to rezone the property as Planned Development, and that if the developer sought to utilize methane at a later date, a revision to the PD zoning would be required. The Developer asked the Commission to modify condition P23 to remove the text which states that the approval is “issued in reliance upon the developer’s assurance that no natural gas infrastructure will be installed at any time, and is an express basis for granting the PD rezoning.” The Assistant City Attorney advised the Commission that this could make the condition more difficult to enforce, and so the Commission did not modify Condition P23.

The applicant provided a presentation that also concluded with a request to remove condition P5, which requires a “complete street” sidewalk section (sidewalk with a landscape strip at the curb) as it would not provide symmetry with the existing neighborhood. The complete street sidewalk section is a requirement of the City’s Pruneridge Avenue Complete Streets Plan, adopted by the Council in August 2022, which does not provide an exception process.

The Planning Commission asked questions regarding the proposed building height being 31 feet, when single-family building height is 25 feet, privacy concerns, electric vehicle (EV) charging, guest parking, and safety concerns about the driveway location being too close to the adjacent commercial strip center and the intersection of Winchester Boulevard.

One member of the public provided comments. The speaker noted that he did not receive the EIR Notice of Availability even though he commented on the EIR Notice of Preparation. His concerns included the possible existence of cremated remains on the site and that trees were already removed in May of 2023. The applicant responded to the comments stating that the cremated remains were all removed from the site by the church and the trees were removed by Silicon Valley Power as they were dying and interfering with powerlines. The Assistant City Attorney also stated that comments can still be provided on the project and the EIR until the City Council takes action at the public meeting.

The applicant stated that guest parking is available in each unit’s driveway, EV chargers will be provided, and that for privacy a landscape buffer is provided on the northern property line, as well as no private open space is located in that setback area.

The Commission then closed the public hearing. The Commission had a robust discussion on the safety of the location of the single driveway entrance/exit point for the site. Considerations included potential for a median in the right-of-way to prevent left in and out turning movements, no left turn signage, encouraging cut through traffic in the adjacent neighborhood, and changing the location of the driveway or adding a second driveway. There was also discussion on the applicability of complete streets and documentation on the human remains.

The Planning Commission unanimously voted to recommend approval of the project (7-0). The

Commission's approval included the conditions on Complete Streets and All-Electric Construction as originally drafted by staff:

- P5: Developer shall construct a complete street section along the project frontage of Pruneridge Avenue to include a 5-foot landscape strip with 4.5-feet of clear planting width and a 5-foot sidewalk behind the landscape strip. The landscape strip is to include trees (minimum 24-inch box) and drought tolerant plantings.
- P23: This approval has been issued in reliance upon the developer's assurance that no natural gas infrastructure will be installed at any time, and is an express basis for granting the PD rezoning. No natural gas infrastructure shall be installed on the project site. If the developer seeks to install natural gas infrastructure in the future, the developer must first seek an amendment to the PD zoning.

The Planning Commission also added two additional conditions to the project:

- Developer shall use reasonable efforts, to the satisfaction of the Director of Community Development, to obtain documentation from the Diocese of the previous church on the site, Saint Mark's, regarding the disposition of the human remains and details as to their new location.
- Provide "Right Turn Only During Peak Hours" signage for the project driveway.

The applicant found these to be acceptable and they have been added to the conditions of approval of the PD rezoning as conditions P24 and P25.

After the Planning Commission, the applicant shared with staff that they continue to not support condition P5, which is regarding the need for the developer to install a complete street frontage, which includes a separated sidewalk with a landscape strip for the reasons stated earlier with the Planning Commission. Staff continues to support the inclusion of this condition to be consistent with the City's Pruneridge Avenue Complete Streets Plan. The applicant also continues to not support the specific language of condition P23. In particular, the applicant would like to remove the phrase "issued in reliance upon the developer's assurance that no natural gas infrastructure will be installed at any time, and is an express basis for granting the PD rezoning." from the condition language:

P23 "This approval has been issued in reliance upon the developer's assurance that no natural gas infrastructure will be installed at any time, and is an express basis for granting the PD rezoning. No natural gas infrastructure shall be installed on the project site. If the developer seeks to install natural gas infrastructure in the future, the developer must first seek an amendment to the PD zoning."

The Greenhouse Gas (GHG), Air Quality, and Energy analysis in the EIR has relied upon the project being built as all electric. Should the applicant wish to pursue a project that uses natural gas, new GHG), Air Quality, and Energy analysis would be necessary, as well as the re-circulation of the EIR.

The inclusion of conditions P5 and P23 as currently drafted are part of the staff recommendation.

Staff recommends that the Council take the following three actions:

1. CEQA: Adopt the resolution certifying the EIR and related CEQA documents. This is a quasi-judicial decision, with required findings including that the EIR complies with CEQA and reflects the independent judgment of the Council.
2. Rezoning: Adopt the resolution approving the Rezone from B to PD. Although this is a legislative action, a PD rezoning requires the Council to make findings regarding the public benefits of the project, which include imaginative design, furthering City housing objectives and promoting City climate goals.
3. Adopt a resolution approving a Vesting Tentative Subdivision Map (VTSM). The VTSM is a quasi-judicial decision with a long list of required findings, including that the site is suitable for the density and design of development, and that the project is consistent with the General Plan (including the Climate Action Plan).

The PD rezoning and VTSM include the conditions of approval in the form drafted by staff, as well as the two new conditions recommended by the Planning Commission.

ENVIRONMENTAL REVIEW

An Environmental Impact Report was prepared for the project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). The Draft Environmental Impact Report (DEIR) and Notice of Availability were posted on the City's website at Environmental Review/CEQA | City of Santa Clara (santaclaraca.gov) <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/environmental-review-ceqa> and available for public review for 45-days between November 17, 2023 and January 2, 2024, in accordance with CEQA requirements. No public or agency comments on the DEIR were submitted during the 45-day review period.

The DEIR examined potential environmental impacts associated with project development and identified significant impacts on biological, cultural resources, and geology and soils. Mitigation measures were identified for implementation that would reduce most of the significant project development impacts to less than significant levels. However, significant unavoidable project level and cumulative cultural resources impacts were identified to remain with demolition of the church, which is identified as being eligible for listing as an architecturally significant local structure, to redevelop the site. All other resource areas would experience a less than significant impact with project development

In considering a project, CEQA requires decision-makers to balance economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. To approve a project that has a significant unavoidable environmental impact, decision-makers must make findings, supported by substantial evidence, that the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable environmental effects. In accordance with CEQA Guidelines 15124 (b), the DEIR identifies project objectives for evaluation of the proposed project and the development of a range of alternatives for consideration in the findings or statement of overriding considerations

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

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

PUBLIC CONTACT

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

On February 8, 2024, the notice of public hearing for this item was mailed to property owners within 1,000 feet of the project side boundaries and interested parties. Newspaper notice of this item was published in The Weekly, a newspaper of general circulation, on February 7, 2024. At the time of this staff report, no comments have been received by the Planning Department in support or opposition to the project.

Community Meetings

Virtual public outreach meetings were conducted by the Property Owner/Applicant on November 16, 2022 and August 30, 2023 to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to properties within 1,000 feet of the project site boundaries and posted on the City's website. These meetings provided the community opportunities to review and comment on the proposal and revised changes made to the dwellings, site circulation and landscaping resulting from community input.

ALTERNATIVES

1. Do not certify the Environmental Impact Report or adopt the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project.
2. Deny the rezoning of the project site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of residential development consisting of 22 detached two-story residences
3. Deny the Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots.

RECOMMENDATION

1. Adopt a resolution to certify the Environmental Impact Report and adopt the CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project.
2. Adopt a resolution to approve a rezoning of the project site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of residential development consisting of 22 detached two-story residences with attached and detached garages, landscaping, and on- and off-site improvements, subject to conditions of approval.
3. Adopt a resolution approving a Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots as a utility corridor, vehicle access, landscape open space and bioretention areas to serve the development, subject to conditions of approval.

Reviewed by: Reena Brilliot, Acting Director, Community Development Department

Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Environmental Impact Report
2. Mitigation Monitoring and Reporting Program
3. Findings of Fact and Statement of Overriding Considerations
4. Resolution Certifying the Environmental Impact Report
5. Resolution Approving the Rezone
6. Resolution Approving the Vesting Tentative Subdivision Map
7. Excerpt Planning Commission Meeting Minutes of February 21, 2024
8. Planning Commission Staff Report of February 21, 2024
9. Historical and Landmarks Commission meeting minutes of December 7, 2023
10. Historic and Landmarks Commission Staff Report December 7, 2023.
11. Conditions of Rezoning Approval
12. Conditions of Tentative Subdivision Map Approval
13. Development Plans
14. Vesting Tentative Subdivision Map

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE AND CERTIFY A FINAL ENVIRONMENTAL IMPACT REPORT, MAKE FINDINGS WITH RESPECT THERETO, AND ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE 1957 PRUNERIDGE AVENUE RESIDENTIAL PROJECT LOCATED AT 1957 PRUNERIDGE AVENUE, SANTA CLARA

PLN22-00505 (Rezone)
PLN23-00264 (Vesting Tentative Subdivision Map)
SCH# 202300200 (Environmental Impact Report)

WHEREAS, On September 6, 2022**,** SCS Development ("Owner") filed an application for the development of a 2.47-acre site located at 1957 Pruneridge Avenue, Santa Clara ("Project Site");

WHEREAS, the Project Site has a General Plan designation of Very Low Density Residential and is zoned Public, Quasi-Public, and Public Park or Recreation (B);

WHEREAS, the Project Site is developed with assembly uses (religious worship and education) and contains St. Mark's Church complex, comprising a one-story parish hall and administration building, two-story classroom, church building, surface parking lots and site landscaping;

WHEREAS, the Owner has applied to rezone the Project Site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of 22 two-story detached residences, a private street, and associated on- and off-site improvements, in addition to a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention areas ("Project"), as shown on the Development Plans and Vesting Tentative Subdivision Map, attached hereto and incorporated herein by this reference;

WHEREAS, the Project approvals will include Resolution No. _____ ("City Council Rezoning Resolution"); Resolution No. _____ ("City Council Vesting Tentative Subdivision Map Resolution"); and this California Environmental Quality Act ("CEQA") Resolution (collectively,

the “Approvals”);

WHEREAS, on October 6, 2023, the City of Santa Clara (“City”) distributed a Notice of Preparation of a Draft Environmental Impact Report (“DEIR”) and posted the Notice at the Santa Clara County Clerk’s office, soliciting guidance on the scope and content of the environmental information to be included in the DEIR;

WHEREAS, the DEIR was prepared in accordance with the California Environmental Quality Act (“CEQA”) (Public Resources Code § 21000 et seq.) and the City circulated copies of the DEIR to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought the comments of such persons and agencies for forty-five (45) days, beginning on November 17, 2023 and concluding on January 2, 2024 (“Comment Period”);

WHEREAS, the City did not receive any comments on the DEIR during the review period;

WHEREAS, the Final EIR (”FEIR”) consists of a list of agencies and organizations to whom the DEIR was sent and minor revisions to text and Figure 2.2-1 (Conceptual Site Plan) and Figure 2.2-2 (Landscape Plan) that do not change the conclusions nor require recirculation of the DEIR. The FEIR was subsequently distributed for a 10-day review period beginning on January 9, 2024 and concluding on January 19, 2024;

WHEREAS, the DEIR FEIR, and Exhibits constitute the EIR for the Project;

WHEREAS, the City Council has reviewed the EIR prepared for the Project, the City Staff reports pertaining to the EIR, and all evidence received at a duly noticed public hearing on March 19, 2024. All of these documents and evidence are herein incorporated by reference into this Resolution;

WHEREAS, the EIR identified certain significant and potentially significant adverse effects on the environment that would be caused by the Project as proposed;

WHEREAS, the EIR determined that the project would have a less-than-significant impact in the resource areas of Energy and Greenhouse Gas Emissions, based on a requirement in the City’s

Reach Code that the project construct All-Electric Buildings, with no installation of natural gas infrastructure. Because recent litigation has raised a question about the enforceability of the City's Reach Code, the developer has voluntarily committed to construct All-Electric Buildings, regardless of whether the Reach Code is enforceable;

WHEREAS, the EIR outlined various mitigation measures that would substantially lessen or avoid the Project's significant effects on the environment, as well as alternatives to the Project as proposed that would provide some environmental advantages;

WHEREAS, the City is required whenever possible, pursuant to CEQA, to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects of the Project;

WHEREAS, Public Resources Code § 21081, subdivision (a) requires a lead agency, before approving a project for which an EIR has been prepared and certified, to adopt findings specifying whether mitigation measures and, in some instances, alternatives discussed in the EIR, have been adopted or rejected as infeasible;

WHEREAS, the "CEQA Findings and Statement of Overriding Considerations" attached to this Resolution is a set of Findings of Fact prepared in order to satisfy the requirements of Public Resources Code § 21081, subdivision (a);

WHEREAS, as the CEQA Findings explain, the City Council, reflecting the advice of City staff, has expressed its intention to adopt the proposed Project as described;

WHEREAS, the City Council has determined that the alternatives addressed in the EIR would not be feasible and would not sufficiently satisfy the Project Objectives. The details supporting these determinations are set forth in the CEQA Findings;

WHEREAS, in taking this course, the City Council has acted consistent with the CEQA mandate to look to project mitigations and/or alternatives as a means of substantially lessening or avoiding the environmental effects of projects as proposed;

WHEREAS, the City Council, in reviewing the Project, intends to adopt all mitigation measures set forth in the EIR;

WHEREAS, the significant effects that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures will necessarily remain significant and unavoidable;

WHEREAS, Public Resources Code § 21081, subdivision (b) and CEQA Guidelines § 15093 require the City Council to adopt a Statement of Overriding Considerations before approving a project with significant unavoidable environmental effects;

WHEREAS, as detailed in the CEQA Findings, the City Council has determined that, despite the occurrence of significant unavoidable environmental effects associated with the Project, as mitigated and adopted, there exist certain overriding economic, social and other considerations for approving the Project which justify the occurrence of those impacts and render them acceptable; and

WHEREAS, the City Council has reviewed the EIR and Mitigation Monitoring and Reporting Program, attached as the "MMRP", the CEQA Findings, the City Staff reports pertaining to the EIR, and all evidence received at a duly noticed public hearing on March 19, 2024. All of these documents and evidence are incorporated herein by reference into this Resolution.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby finds that the EIR has been completed in compliance with CEQA.

3. That the City Council hereby finds the EIR has been presented to the Council, which reviewed and considered the information and analysis contained therein, at a duly noticed public hearing on March 19, 2024.

4. That the City Council finds, pursuant to Public Resources Code Section 21081 and California Code of Regulations, Title 14, Section 15091, that many of the proposed mitigation measures described in the EIR are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest when the Project is approved.

5. That the City Council finds that none of the Project Alternatives set forth in the EIR can feasibly substantially lessen or avoid those significant adverse environmental effects not otherwise lessened or avoided by the adoption of all feasible mitigation measures while still sufficiently achieving the project objectives.

6. That, in order to comply with Public Resources Code Section 21081.6, the City Council adopt the Mitigation Monitoring and Reporting Program as set forth in the attached "MMRP". The Program is designed to ensure that, during project implementation, the City, affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the party responsible for implementation.

7. That the EIR set forth project-level and cumulative environmental impacts that are significant and unavoidable that cannot be mitigated or avoided through the adoption of feasible mitigation measures or feasible alternatives. As to these impacts, the City Council finds that there exist certain overriding economic, social and other considerations for approving the Project that the City Council believes justify the occurrence of those impacts, as detailed in the "CEQA Findings" exhibit attached hereto.

8. Based on the findings set forth in this Resolution and the evidence in the City Staff Report, and the attached CEQA Findings, the City Council hereby approves and certifies the EIR, makes the findings attached hereto, adopts an MMRP, and adopts a Statement of Overriding Considerations finding that there exist certain overriding economic, social and other

considerations for approving the Project that justify the occurrence of the associated impacts, all in accordance with CEQA for the Project.

9. That the City Council hereby designates the Planning Division of the Community Development Department as the location for the documents and other material that constitute the record of proceedings upon which this decision is based and designates the Director of Community Development as the custodian of records.

10. 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 19th DAY OF MARCH, 2024 BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

_____
JOVAN GROGAN
CITY MANAGER
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Development Plans
2. Vesting Tentative Subdivision Map
3. CEQA Findings and Statement of Overriding Considerations
4. Mitigation Monitoring and Reporting Program (MMRP)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A REZONING FROM PUBLIC, QUASI-PUBLIC, AND PUBLIC PARK OR RECREATION (B) TO PLANNED DEVELOPMENT (PD) TO ALLOW A RESIDENTIAL DEVELOPMENT CONSISTING OF 22 DETACHED SINGLE-FAMILY RESIDENCES LOCATED AT 1957 PRUNERIDGE AVENUE, SANTA CLARA

PLN22-00505 (Rezone)
PLN23-00264 (Vesting Tentative Subdivision Map)
SCH#2023100200 (Environmental Impact Report)

WHEREAS, on September 6, 2022, SCS Development ("Owner") filed a development application for the 2.47-acre site located at 1957 Pruneridge Avenue (APN:303-03-025), which is developed as the St. Mark's Church complex and consists of a one-story parish hall and administration building, two-story classroom, church building, surface parking lots and site landscaping ("Project Site");

WHEREAS, the Owner simultaneously applied to rezone the Project Site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) and subdivide the land through a Vesting Tentative Subdivision Map application to allow the construction of 22 two-story for-sale detached single-family residences, associated on- and off-site improvements and four common lots to be used as a utility corridor, vehicle access, landscape open space, and bioretention areas to serve the development ("Project"), as shown on the attached Development Plans and Vesting Tentative Subdivision Map, incorporated herein by this reference;

WHEREAS, a Draft Environmental Impact Report ("DEIR") was prepared in accordance with the California Environmental Quality Act ("CEQA") and the City circulated copies of the DEIR and Notice of Availability for 45-day review to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies; and the City sought the comments of such persons, organizations and agencies. The City received no public or agency comments on the DEIR and subsequently prepared and circulated a Final

EIR (“FEIR”), for 10-day review in accordance with CEQA, that includes minor revisions to text and Figure 2.2-1 (Conceptual Site Plan) and Figure 2.2-2 (Landscape Plan) that do not change the conclusions of the DEIR;

WHEREAS, a Mitigation Monitoring and Reporting Program (“MMRP”) has been prepared for implementation with Project development to reduce potentially significant impacts identified in the DEIR, FEIR and Appendix to the FEIR, that combined constitute the EIR for the Project, to less than significant and a Statement of Overriding Considerations for the significant unavoidable impact associated with the proposed demolition of the church building with Project development, that cannot be mitigated to less than significant, has been prepared in accordance with CEQA;

WHEREAS, the Santa Clara City Code (SCCC) provides for the review and recommendation of the City’s Planning Commission of all rezoning requests before action is to be taken by the City Council;

WHEREAS, on February 21, 2024, the Planning Commission held a duly noticed public hearing to consider the Project, EIR, MMRP, and all pertinent information in the record, at the conclusion of which, the Commission voted unanimously to recommend that the Council approve the rezone.

WHEREAS, on February 8, 2024, the notice of public hearing for the February 21, 2024, Planning Commission meeting and March 19, 2024 City Council meeting for this item was mailed to property owners within a 1,000 foot radius of the Project Site boundaries, according to the most recent assessor’s roll, and

WHEREAS, on March 19, 2024, the City Councill held a duly noticed public hearing to consider the Rezoning application, at which time all interested persons were given an opportunity to give testimony and evidence offered in favor and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby rezones the Project Site from Public, Quasi-Public, Public Park or Recreation (B) to Planned Development (PD) to allow 22 two-story for-sale detached single-family residences, associated on- and off-site improvements and four common lots to be used as a utility corridor, vehicle access, landscape open space, and bioretention areas to serve the development, as shown on the attached Development Plans and conditioned as specified in the attached Conditions of Rezoning Approval, incorporated herein by this reference.

3. Pursuant to SCCC Code Section 18.112.050, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning for the Project Site does not allow residential development and creation of housing opportunities envisioned by the 2010-2035 General Plan. The Planned Development (PD) zoning would allow residential development to implement the General Plan's Housing Element more fully than the existing Public, Quasi-Public, and Public Park or Recreation (B) zoning designation for the Project Site.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area in that the proposal redevelops an underutilized property and visually improves the Project Site and surrounding neighborhood with physical and financial investment in the construction of a modern, high quality, residential home ownership development with on-site parking, site improvements, landscaping, and streetscape enhancements.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change provides residential development consistent with the General Plan designation for the Project Site and for-sale high-

quality homeownership opportunities for 22 households, of which three of the residences shall be available at affordable income levels; and in furtherance of the City's climate goals, the Owner has committed to constructing All-Electric Buildings without the installation of any natural gas infrastructure.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts in that the proposed zone change would allow flexibility in the development standards to construct for-sale detached residences that are compatible with existing and planned development in the surrounding residential and commercial area.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, EIR and MMRP, the City Council hereby rezones the Project Site to allow development of 22 detached single-family residences, as shown on the attached Development Plans and conditioned as specified in the attached Conditions of Rezoning Approval.

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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 COUNCIL, AT A REGULAR MEETING THEREOF HELD ON THE 19th DAY OF MARCH, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

Attachments Incorporated by Reference:
1. Development Plans
2. Vesting Tentative Subdivision Map
3. Rezone Conditions of Approval

ATTEST: _____
JOVAN GROGAN
CITY MANAGER
CITY OF SANTA CLARA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO APPROVE THE VESTING TENTATIVE SUBDIVISION MAP FOR THE 1957 PRUNERIDGE AVENUE RESIDENTIAL PROJECT LOCATED AT 1957 PRUERIDGE AVENUE, SANTA CLARA, TO SUBDIVIDE THE 2.47-ACRE PROJECT SITE INTO 22 INDIVIDUAL LOTS AND FOUR COMMON LOTS

PLN2022-00505 (Rezone)
PLN23-00264 (Vesting Tentative Subdivision Map)
SCH# 202300200 (Environmental Impact Report)

WHEREAS, on September 6, 2022, SCS Development ("Owner") filed a development application for the 2.47-acre site located at 1957 Pruneridge Avenue (APN: 303-03-025), which is developed as the St. Mark's Church complex and consists of a one-story parish hall and administration building, two-story classroom, church building, surface parking lots and site landscaping ("Project Site");

WHEREAS, the Owner has simultaneously applied to rezone the Project Site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) and subdivide the land to allow construction of 22 for-sale detached two-story single-family residences, associated on- and off-site improvements and four common lots to be used as a utility corridor, vehicle access, landscape open space, and bioretention areas, to serve the development ("Project"), as shown on the attached Development Plans and proposed Vesting Tentative Subdivision Map, incorporated herein by this reference;

WHEREAS, a Draft Environmental Impact Report ("DEIR") was prepared in accordance with the California Environmental Quality Act ("CEQA") and the City circulated copies of the DEIR and Notice of Availability for 45-day review to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies; and the City sought the comments of such persons, organizations and agencies. The City received no public or agency comments on the DEIR and subsequently prepared and distributed a Final EIR ("FEIR") for 10-day review, in accordance with CEQA, that includes minor revisions to text

and Figure 2.2-1 (Conceptual Site Plan) and Figure 2.2-2 (Landscape Plan) that do not change the conclusions of the DEIR;

WHEREAS, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared for implementation with Project development to reduce potentially significant impacts identified in the DEIR, FEIR and Appendix to the FEIR, that combined constitute the EIR for the Project, to less than significant and a Statement of Overriding Considerations for the significant unavoidable impact associated with the proposed demolition of the church building with Project development, that cannot be mitigated to less than significant has been prepared in accordance with CEQA;

WHEREAS, pursuant to Section 17.05.210 of the Code of the City of Santa Clara ("SCCC"), a Tentative Subdivision Map shall be required for all divisions of land into five or more parcels;

WHEREAS, consistent with the proposed uses under the development plan, the proposal includes the division of the site into 22 individual lots and four common lots, as shown on the proposed Vesting Tentative Subdivision Map, attached hereto and incorporated herein by this reference;

WHEREAS, on June 13, 2023, the Subdivision Committee determined that the application was complete and that the Vesting Tentative Subdivision Map be reviewed by the Planning Commission and the City Council in conformance with Section 17.05.300 of the SCCC as a Vesting Tentative Subdivision Map along with the Project;

WHEREAS, SCCC Section 17.05.300(g) requires that the Planning Commission make recommendations of denial, approval or conditional approval to the City Council on the Vesting Tentative Subdivision Maps;

WHEREAS, on February 21, 2024, the Planning Commission held a duly noticed public hearing to consider the Project, EIR, MMRP, and all pertinent information in the record, at the conclusion of which, the Commission voted unanimously to recommend approval of the Vesting Tentative Subdivision Map.

WHEREAS, notice of the public hearing on the Vesting Tentative Subdivision Map was published in *The Weekly*, a newspaper of general circulation for the City, on February 7, 2024;

WHEREAS on February 8, 2024, notices of the public hearing on the Vesting Tentative Subdivision Map for the February 21, 2024 Planning Commission meeting and March 19, 2024 City Council meeting were mailed to all property owners within 1,000 feet of the Project Site boundaries; and

WHEREAS, on March 19, 2024, the City Council held a duly noticed public hearing to consider the Project, EIR, MMRP, and all pertinent information in the record, during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Vesting Tentative Subdivision Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.300(h), the City Council finds and determines that:

A. The Vesting Tentative Subdivision Map is consistent with the objectives, policies, general land use and programs specified in the City's General Plan in that the proposed Vesting Tentative Subdivision Map is to allow the development of 22 detached single-family residences, four common lots to be used as a utility corridor, vehicle access, landscape open space and bioretention areas, and on- and off-site improvements compatible with neighboring residential development and existing and planned development in the surrounding area, subject to conditions set forth in the Vesting Tentative Subdivision Map Conditions of Approval, attached hereto and incorporated by this reference. The Project proposes a density of 8.9 dwelling units per acre, consistent with the Very Low Residential Density General Plan designation for the Project Site, which allows residential development of up to ten (10) dwelling

units per acre. The project also furthers of the City's goal to reduce the use of methane gas citywide stated in Appendix 8.13 (Climate Action Plan), in that the Owner has committed to constructing All-Electric Buildings without the installation of any natural gas infrastructure.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan in that the Vesting Tentative Subdivision Map would redevelop an underutilized and vacant property (Policy 5.3.1-P8), provides adequate landscaping and replaces trees at a 2:1 ratio (Policy 5.3.1-P10), includes sidewalks and consolidates curb cuts to minimize pedestrian/vehicle conflicts (Policies 5.3.1-P12 and P16), and provides a design that is compatible with and sensitive to neighboring residential development (Policy 5.3.1-P29).

C. The site is physically suitable for the proposed type of development in that the Project is designed to provide high quality housing consistent with existing and planned development in the surrounding area.

D. This site is physically suitable for the proposed density of development in that the Project Site is located in an urbanized area and allows for redevelopment consistent with the height, uses and development that are existing and planned in the surrounding area.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems in that the proposed residential subdivision will implement Covenants Conditions and Restrictions for operation and maintenance of the buildings, common lots and site improvements, and does not propose the use of hazardous materials.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, on a previously developed site, and includes mitigation measures, as identified in the EIR and MMRP, that reduce impacts to wildlife habitat to less than significant levels.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in

that, the Project is designed to avoid encroachments and conflicts with public easements in the site design.

H. The Vesting Tentative Subdivision Map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it would allow flexibility in the development standards to maximize the benefits of green building standards for site and building design.

4. Based on the findings set forth in this Resolution and the evidence in the Staff Report, EIR, MMRP, and such other evidence as received at the public hearings on this matter, the City Council hereby approves the Vesting Tentative Subdivision Map, substantially in the form on file as shown in the attached Vesting Tentative Subdivision Map and Conditions of Vesting Tentative Subdivision Map Approval, incorporated herein by this reference.

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 OF THE CITY COUNCIL, AT A REGULAR MEETING THEREOF HELD ON THE 19th DAY OF MARCH, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
JOVAN GROGAN
CITY MANAGER
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Development Plans
2. Vesting Tentative Subdivision Map
3. Vesting Tentative Subdivision Map Conditions of Approval

3. 24-1629 PUBLIC HEARING: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, Rezone, and Vesting Tentative Subdivision Map for the Property Located at 1957 Pruneridge Avenue to Allow the Development of 22 Detached Single-Family Residences and Associated On- and Off-Site Improvements

Recommendation: Alternatives: 1, 2 and 3

1. Adopt a resolution recommending the City Council certify the Environmental Impact Report and adopt the CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project.
2. Adopt a resolution recommending the City Council approve a rezoning of the project site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of residential development consisting of 22 detached two-story residences with attached and detached garages, landscaping, and on- and off-site improvements, subject to conditions of approval.
3. Adopt a resolution recommending the City Council approve a Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots as a utility corridor, vehicle access, landscape open space and bioretention areas to serve the development, subject to conditions of approval.

Associate Planner Debby Fernandez provided the staff presentation.

Assistant City Attorney Alexander Abbe addressed the Commission regarding two conditions of approval related to the use of natural gas, B8 and P23. Mr. Abbe explained that B8 required the developer to comply with the City's "Reach Code," which requires most new development projects to build All-Electric Construction, with no installation of natural gas infrastructure. Mr. Abbe explained that in recent discussions with the developer, the developer had also voluntarily committed to All-Electric Construction, regardless of the application of the City's Reach Code, and that this was memorialized in condition P23.

Mr. Abbe further explained, however, that the despite this commitment from the developer, the developer had requested a modification to condition P23. As drafted by staff, condition P23 stated that the developer's commitment to All-Electric Construction was an express basis for the City's decision to rezone the property as Planned Development, and that if the developer sought to utilize methane at a later date, a revision to the PD zoning would be required. The developer agreed that a revision to the rezoning would be required if they later sought to use natural gas, but the developer did not want the City to state that All-Electric Construction was one of the express grounds for granting the PD zoning. Mr. Abbe cautioned that the developer's request would likely make condition P23 more difficult to enforce, and make it more likely that the developer could utilize natural gas in the future without City approval.

Mr. Abbe also explained that the developer was objecting to condition P5, which obligated the developer to provide a 5-foot sidewalk and a 5-foot landscaped area in conformance with the Pruneridge Avenue Complete Streets Plan (PACSP). Mr. Abbe advised the Commission that the Council formally adopted the PACSP in August 2022 and that the Commission did not have the discretion to waive the requirements of the PACSP, such as condition P5.

Commissioners inquired upon various items on the proposed project including new sidewalk standards, the possible use of solar for the project, traffic patterns for the project and concerns regarding the busy intersection at Pruneridge and Winchester as it relates to the location of the project driveway, as well as relocation of the remains of the burial site.

SCS Development representatives Matthew Schott and Cory Kusich provided the Applicant presentation.
David J. Powers & Associates staff Shannon George and Patrick Kalle were in attendance and spoke at the meeting.

Public Speaker
Chris Sarbaugh

A motion was made by Commissioner Biagini, seconded by Commissioner Bouza to close public comment.

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

A motion was made by Commissioner Biagini, seconded by Commissioner Crutchlow to approve Staff Recommendation 1.

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

A motion was made by Commissioner Biagini, seconded by Commissioner Crutchlow, to approve Staff Recommendation 2 with additional recommendations to include Provide "Right Turn Only During Peak Hours" signage for the project driveway and for the applicant to use reasonable efforts, to the satisfaction of the Director of Community Development to obtain written documentation from the diocese of the previous church on the site documenting the disposition of the remains from the burial site on the property.

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

A motion was made by Commissioner Biagini, seconded by Commission Bouza to approve Staff Recommendation 3.

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

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

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

Staff Aide II Elizabeth Elliott provided updates on travel requests.

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 8:21 pm. The next regular scheduled meeting is Wednesday, March 6, 2024 at 6 pm.

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

24-1629 **Agenda Date: 2/21/2024**

REPORT TO PLANNING COMMISSION

SUBJECT

PUBLIC HEARING: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, Rezone, and Vesting Tentative Subdivision Map for the Property Located at 1957 Pruneridge Avenue to Allow the Development of 22 Detached Single-Family Residences and Associated On- and Off-Site Improvements

REPORT IN BRIEF

Applicant /Owner: SCS Development
General Plan: Very Low Density Residential
Zoning: Public, Quasi-Public, and Public Park or Recreation (B)
Site Area: 2.47 acres
Existing Conditions: The site contains the St. Mark's Episcopal Church (now vacant), which includes a church building and a single-story parish hall and administration building connected to a two-story classroom building. Buildings are concentrated in the center of the site and are surrounded by a surface parking lot and perimeter landscaping to the north, west and east, and a landscape setback fronting Pruneridge Avenue to the south.

Surrounding Land Uses:

- North: Single-family detached residences
- South: Pruneridge Avenue and a mix of neighborhood commercial uses and detached single-family residences
- East: Neighborhood commercial uses
- West: Neighborhood commercial uses

Staff Recommendation: That the Planning Commission adopt resolutions recommending the City Council certify the Environmental Impact Report (EIR); adopt the California Environmental Quality Act (CEQA) Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and approve the Rezone and Vesting Tentative Subdivision Map for the property located at 1957 Pruneridge Avenue.

BACKGROUND

SCS Development Company filed an application for the subject proposal on September 6, 2022 to construct a single-family residential development with 22 detached two-story homes, private street and associated on- and-off site improvements on the 2.47-acre site. Implementation of the proposal requires a rezone of the property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to construct the residential development and a Vesting Tentative Subdivision Map (Chapter 17.05 of the City Code) to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and

bioretention areas. Fifteen percent of the total number of units (or 3.3 homes) are required to be provided as affordable housing units. Per the City's Affordable Housing Ordinance (SCCC § 17.04.080.B), any fractional unit requirement may be addressed by providing one additional affordable unit or by payment of an in-lieu fee. Redevelopment of the property as proposed includes the demolition of all existing structures and site improvements (surface parking lot and landscaping).

Project History and Previous Actions

The existing buildings are over 50 years in age and were evaluated for potential historical and architectural significance in accordance with CEQA. A California Department of Parks & Recreation Form 523 ("DPR") was prepared to record and evaluate the building complex, landscape features and historic context, followed by peer review of the analysis. In accordance with 18.106.060 of the City's Preservation Ordinance, the project was referred to the Historical and Landmarks Commission (HLC) for consideration of the Draft Environmental Impact Report (DEIR) for the proposed demolition of the existing structures and to determine whether the property is eligible for listing on the City's Historic Resource Inventory (HRI).

The DPR is incorporated as part of the EIR prepared for the project (Attachment 1) and along with an analysis, was included in the HLC staff report (Attachment 8). The EIR concludes that the church is eligible for listing as an historic resource on the City's HRI as a result of the building architecture. The project was reviewed by the HLC at a publicly noticed meeting on December 7, 2023. Following review of the documents and public testimony, the HLC recommended certification of the EIR to the Planning Commission and City Council with the recommendations listed below and did not recommend the property for listing on the City's HRI. The HLC meeting minutes are provided as Attachment 7.

- Developer to create a memorial to the church (using the Architect William Mays' name) utilizing materials from the church in the memorial if the church is not relocated.
- Developer to return to the HLC to present the memorial design.

Mitigation Measure CUL-1 of the EIR already requires the developer to prepare a Historic Resources Mitigation Action Plan, that includes steps like documentation, attempted relocation, and salvage of historic materials. The Commission or Council could give direction to include the HLC's recommended conditions as a part of that Action Plan.

DISCUSSION

Primary issues for the project include consistency with the City's General Plan, and conformance with the City Code for Planned Development Zoning and its subdivision.

General Plan Conformance

The existing General Plan designation for the project site is Very Low Density Residential. This designation is intended for residential densities of up to 10 dwelling units per acre (du/ac) and envisioned for single-family residential development in scale and character. Development in this classification maintains a feeling of suburban living with setbacks between structures, parking, large landscaped yards and tree lined streets.

The proposed project provides 8.9 du/ac and is consistent with the following General Plan Policies:

General Land Use Policies

- 5.3.1-P2: Encourage advance notification and neighborhood meetings to provide an opportunity for early community review of new development proposals.
- 5.3.1-P26: Support a community-initiated planning process so that existing neighborhoods can participate in developing more detailed plans for street, landscape and pedestrian facility improvements.

The applicant conducted public outreach through mailings and two community meetings to involve neighboring property owners in the design of the project. Notices were mailed to property owners within 1,000 feet of the project boundaries and interested parties.

- 5.3.1-P8: Work with property owners to improve or redevelop underutilized and vacant properties.
- 5.3.1-P9: Require that new development provide adequate public services and facilities, infrastructure, and amenities to serve the new employment or residential growth.

The project would redevelop an underutilized parcel for the construction of 22 for-sale single-family residences and public and private on- and off-site improvements, that include private street, utilities, and landscaping as part of the development.

- 5.3.1-P10: Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replacement for trees removed as part of the proposal to help increase the urban forest and minimize the heat island effect.

The proposed development plan includes landscaping of the site and the project street frontage with a variety of plant and tree species and would replace the trees removed with redevelopment of the property at a minimum 2:1 ratio.

- 5.3.1-P12: Encourage convenient pedestrian connections within new and existing developments.

- 5.3.1-P16: Consolidate curb cuts with new development on arterial roadways to minimize pedestrian/vehicle conflicts at driveway locations and improve traffic flow.

The project includes sidewalks to facilitate pedestrian access and link neighboring land uses. Two existing curb-cuts and a sidewalk along the project frontage would be removed and replaced with a single curb-cut along Pruneridge Avenue, separated sidewalk and landscape strip which would minimize vehicle interface with pedestrians and improve traffic flow.

- P.3.1-P29: Encourage design of new development to be compatible with, and sensitive to, nearby existing and planned development, consistent with other applicable General Pan policies.

The proposed project is the construction of 22 detached single-family homes with front yards along the street frontage and setback between buildings that reflect and would blend in with neighboring single-family homes and one- and two-story commercial development.

Transition Policies

- 5.5.2-P1: Require that new development incorporate building articulation and architectural features, including front doors, windows, stoops, porches or bay windows along street frontages, to integrate new development into the existing neighborhoods.

The project incorporates offsets along the building planes and a mixture of exterior materials and architectural features to create visual breaks and interest in the design for compatibility with the surrounding neighborhood. Residences along Pruneridge Avenue are designed to integrate into the surrounding neighborhood with the front doors, windows and outdoor patios oriented towards the public domain, Pruneridge Avenue. Pedestrian paths connect the residences facing Pruneridge Avenue to the public sidewalk fronting the site and neighboring properties.

- 5.5.2-P3: Implement site design solutions, such as landscaping and increased building setbacks, to provide buffers between nonresidential and residential uses.
- 5.5.2-P5: Require that new development provide an appropriate transition to surrounding neighborhoods.

The project includes landscaped building setbacks to transition two-story residential development on the site from adjacent commercial properties and abutting one- and two-story detached single-family homes.

Zoning Conformance

Filing of the rezone and vesting subdivision map applications occurred concurrently with the City's efforts to comprehensively update the Zoning Code. The project was deemed complete by the City's Project Clearance Committee (PCC) on June 13, 2023, prior to the adoption of the Zoning Code update. Under the updated Zoning Code, all planning permit applications that are active and that have been determined by the PCC to be complete before the effective date of the Zoning Code, February 8, 2024, shall be processed in compliance with the requirements in effect when the application was deemed complete. Therefore, the current B zoning designation for the site is in effect, as is the project's ability to utilize a rezone to the PD district.

Under existing conditions, the B zoning district assigned to the property is intended to provide for public, quasi-public and public park facilities and does not allow for residential development (per Chapter 18.52 of the City Code); thereby requiring a rezone of the property to PD to utilize flexible development standards to allow the construction of housing at a residential density consistent with the existing General Plan designation for the property.

Per Chapter 18.54 of the City Code, PD zoning districts are intended to allow for creative design solutions and land uses not otherwise allowed in standard zoning districts while maintaining compatibility with the existing community and allowing for greater community ownership. The proposed PD zoning establishes development standards in the density and site design compatible with existing and approved land uses surrounding the project site.

Affordable Housing

The proposed project is subject to the City's Inclusionary Housing Ordinance and would be required to designate 15 percent of the 22 homes (or 3.3 homes) for qualifying home buyers based on income

level at or below 100 percent Area Median Income, on average. Per Section 17.40.080.B of the City's Affordable Housing Ordinance, the fractional unit (0.3) requirement may be addressed by providing an additional affordable unit or payment of an in-lieu fee.

Site Design and Architecture
The proposal is a small lot residential development with individual lots ranging in size from 3,523 square feet (sf) to 4,356 sf, consisting of 22 two-story single-family residences with either an attached or detached garage. A row of detached homes will front Pruneridge Avenue (on the south side of the property) and a second row of detached homes (on the north side of the property) will front the driveway aisle / private street behind that separates and provides vehicle access to the homes and on-site parking.

Three types of floor plans range in size from 1,750 sf to 2,925 sf, inclusive of the garage. Plans 1A and B are four-bedroom and 3.5-bath homes with an attached three-car garage. Plan 2A and B are five-bedroom and four-bath homes with an attached three-car garage. Plan 3 is a four-bedroom and three-bath home with detached two-car garage. Each unit has an outdoor patio and private fenced in yard. Building coverage of the lots range from 37 to 53 percent with the remaining allocated to patio and yard area.

The proposed building architecture would be reflective of a modern interpretation of cottage farmhouse design. The design incorporates a mixture of materials that include stucco and batten board (horizontal and vertical) siding and stone veneer applied to the exterior elevations for texture and visual interest. The use of divided light windows and alternating use of architectural materials will provide a rhythmic cohesion and symmetry in the design. Offsets in the building elevations, recessed windows, and varied roof forms (e.g. shed and gable) will provide breaks in mass and scale of the buildings and roof structures. Roofs will be clad with asphalt shingles. Metal seam roofs will appear atop porches of the homes with extended covered front porches.

Circulation and Parking
Two existing curb-cuts and the sidewalk along the project frontage would be removed and replaced with a single curb-cut along Pruneridge Avenue for ingress and egress, at the southeast corner of the site, for vehicle access and a required separated sidewalk along the street frontage that includes a landscape strip next to the curb and sidewalk behind. The single driveway would serve the residences aligned along the drive aisle and provide a hammerhead near its terminus for use by emergency vehicles for back-out.

Because the project site is located within a half-mile of a major transit stop, the City cannot require the provision of any parking spaces under Assembly Bill 2097 (2022). Nevertheless, nineteen of the units will include three-car garages, while three units will include two-car garages, for a total of 63 covered spaces. While no designated visitor parking spaces are provided, driveways in front of the garages allow for additional uncovered parking. There are currently no parking restrictions along Pruneridge Avenue fronting the project site.

Landscaping and Open Space
The project includes a landscape plan for the site that incorporates a mixture of plant species and trees for planting within common areas and yards of the residences. Fifty existing on-site trees will be removed and as a condition of project approval, the project will replace the removed trees at a

minimum of 2:1 with 24-inch box species or equivalent. The proposed project would include the planting of approximately 79, 24- to 36- inch box trees throughout the site and would feature drought tolerant, low water use landscaping in the common areas and yards of the residential units. An additional 21 replacement trees would be provided off-site.

As a condition of project approval, a Home Owners Association will be established and Covenants, Conditions and Restrictions recorded to manage and maintain on- and off-site improvements (including buildings utilities, landscaping and fencing,) in good condition for the life of the project.

Subdivision

In accordance with Chapter 17.05 of the City Code, the project requires a tentative subdivision map. The application includes 22 for-sale lots and four common parcels (circulation, landscape open-space and bioretention areas). The Subdivision Committee reviewed and deemed the application complete, satisfying code requirements and including conditions of approval contained in Attachment 10.

ENVIRONMENTAL REVIEW

An Environmental Impact Report was prepared for the project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). The Draft Environmental Impact Report (DEIR) and Notice of Availability were posted on the City's website at Environmental Review/CEQA | City of Santa Clara (santaclaraca.gov) <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/environmental-review-ceqa> and available for public review for 45-days between November 17, 2023 and January 2, 2024, in accordance with CEQA requirements. No public or agency comments on the DEIR were submitted during the 45-day review period.

The DEIR examined potential environmental impacts associated with project development and identified significant impacts on biological, cultural resources, and geology and soils. Mitigation measures were identified for implementation that would reduce most of the significant project development impacts to less than significant levels. However, significant unavoidable project level and cumulative cultural resources impacts were identified to remain with demolition of the church, which is identified as being eligible for listing as an architecturally significant local structure, to redevelop the site. All other resource areas would experience a less than significant impact with project development

In considering a project, CEQA requires decision-makers to balance economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. To approve a project that has a significant unavoidable environmental impact, decision-makers must make findings, supported by substantial evidence, that the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable environmental effects. In accordance with CEQA Guidelines 15124 (b), the DEIR identifies project objectives for evaluation of the proposed project and the development of a range of alternatives for consideration in the findings or statement of overriding considerations.

The EIR determined that the project would have a less-than-significant impact in the resource areas of Energy and Greenhouse Gas Emissions. Part of the basis for these conclusions was that the project would be subject to the City's Reach Code, and one of the requirements of the Reach Code is

that the project construct All-Electric Buildings, with no installation of natural gas infrastructure. Recently, however, a court of appeal opinion, *California Restaurant Association v. City of Berkeley*, called into question the validity of the All-Electric requirements in the Reach Code. City planning and legal staff are currently evaluating the full nature and extent of this case's impact on the City's Reach Code requirements. If the All-Electric provisions in the Reach Code were ultimately determined to be invalid, then the project developer would potentially be able to install natural gas infrastructure and utilize methane, which is one of the most potent greenhouse gases. For this project, at the very least, this would require the City to re-examine the analysis and conclusions of the Energy and Greenhouse Gas chapters of the EIR. Consequently, the developer has made a commitment not to install any natural gas infrastructure, regardless of the legal status of the City's Reach Code. The description of the project in the PD zoning and the conditions of approval will specifically state that the project does not include any natural gas infrastructure, and that any future proposal to utilize methane would require an amendment to the PD zoning. As a result, the analysis in the EIR remains valid.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

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

PUBLIC CONTACT

On February 8, 2024, the notice of public hearing for this item was mailed to property owners within 1,000 feet of the project side boundaries and interested parties. Newspaper notice of this item was published in *The Weekly*, a newspaper of general circulation, on February 7, 2024. At the time of this staff report, no comments have been received by the Planning Department in support or opposition to the project.

Community Meetings

Virtual public outreach meetings were conducted by the Property Owner/Applicant on November 16, 2022 and August 30, 2023 to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to properties within 1,000 feet of the project site boundaries and posted on the City's website. These meetings provided the community opportunities to review and comment on the proposal and revised changes made to the dwellings, site circulation and landscaping resulting from community input.

ALTERNATIVES

1. Adopt a resolution recommending the City Council certify the Environmental Impact Report and adopt the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project.
2. Adopt a resolution recommending the City Council approve a rezoning of the project site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of residential development consisting of 22 detached two-story residences with attached and detached garages, landscaping, and on- and off-site improvements, subject to conditions of approval.
3. Adopt a resolution recommending City Council approve a Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots as a utility corridor, vehicle

access, landscape open space and bioretention areas to serve the development, subject to conditions of approval.

4. Deny the rezoning from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of residential development consisting of 22 detached two-story residences with attached and detached garages, landscaping, and on- and off-site improvements.
5. Deny the Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots as a utility corridor, vehicle access, landscape open space and bioretention areas to serve the development.

RECOMMENDATION

Alternatives: 1, 2 and 3

1. Adopt a resolution recommending the City Council certify the Environmental Impact Report and adopt the CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project.
2. Adopt a resolution recommending the City Council approve a rezoning of the project site from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to allow construction of residential development consisting of 22 detached two-story residences with attached and detached garages, landscaping, and on- and off-site improvements, subject to conditions of approval.
3. Adopt a resolution recommending the City Council approve a Vesting Tentative Subdivision Map to subdivide the land into 22 individual lots and four common lots as a utility corridor, vehicle access, landscape open space and bioretention areas to serve the development, subject to conditions of approval.

Prepared by: Debby Fernandez, Associate Planner
Reviewed by, Sheldon S. Ah Sing, Development Review Officer
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Environmental Impact Report
2. Mitigation Monitoring and Reporting Program
3. Findings of Fact and Statement of Overriding Considerations
4. Resolution Recommending Council Certify Environmental Impact Report
5. Resolution Recommending Council Approve the Rezone
6. Resolution Recommending Council Approve the Vesting Tentative Subdivision Map
7. Draft Historical and Landmarks Commission meeting minutes of December 7, 2023
8. Historic and Landmarks Commission Staff Report December 7, 2023.
9. Conditions of Rezoning Approval
10. Conditions of Tentative Subdivision Map Approval
11. Development Plans
12. Vesting Tentative Subdivision Map

City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

12/07/2023 **6:00 PM**

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

REVISED AGENDA - additional attachments have been added to RTC 23-1252

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

• Via Zoom:
o https://santaclaraca.zoom.us/j/97233262035 or
o Phone: 1 (669) 900-6833
Webinar ID: 972 3326 2035

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

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

CALL TO ORDER AND ROLL CALL

Chair Vargas-Smith called the meeting to order at 6:02 p.m.

Present 6 - Commissioner Michael Celso , Commissioner Amy Kirby, Commissioner Patricia Leung, Vice Chair Kathleen Romano, Commissioner Ed Stocks, and Chair Ana Vargas-Smith

Absent 1 - Commissioner Yvonne Inciarte

A motion was made by Commissioner Stocks, seconded by Commissioner Leung, to excuse Commissioner Inciarte.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 1 - Commissioner Inciarte

CONSENT CALENDAR

A motion was made by Commissioner Leung, seconded by Vice Chair Romano, to approve the Consent Calendar with a note to update the minutes to reflect the correct Chair and Commissioner titles in several places.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 1 - Commissioner Inciarte

1.A 23-1323 Historical and Landmarks Commission Minutes of October 5, 2023

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. 23-1347 Consideration of a Significant Property Alteration Permit for a 1,207 Square Foot Addition to a Historic Residence and a Variance to Eliminate the Requirement for a Two-Car Garage at 1277 Jackson Street

Public Speakers:
Brandon Spencer

A motion was made by Commissioner Stocks, seconded by Vice Chair Romano, to recommend approval of the Significant Property Alteration Permit to the Planning Commission with the following updates:

- Correct the plans to address the discrepancy between the 8' vs. 9, basement ceiling height, while not modifying the basement windows (do not change their height)
- Modify the proposed kitchen window to a single pane awning style
- For all new windows, try to match the existing wood windows to the extent feasible

A motion was made by Commissioner Celso, seconded by Vice Chair Romano, to recommend approval of the Variance to the Planning Commission.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 1 - Commissioner Inciarte

3. 23-1348 Consideration of a Significant Property Alteration Permit for a 556 Square-Foot Addition to the Basement and a 590 square foot First Floor Addition to a Mills Act Residence and a Variance for the Construction of a New Nonconforming Garage at 324 Madison Street

Public Speakers:
Tommy Tran
Rob Mayer

A motion was made by Commissioner Leung, seconded by Commissioner Kirby, to recommend approval of the Significant Property Alteration Permit to the Planning Commission with the following recommendations:

- Retain the existing chimney
- Differentiate the stucco on the new addition

A motion was made by Commissioner Leung, seconded by Commissioner Stocks, to recommend approval of the Variance to the Planning Commission.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 1 - Commissioner Inciarte

4. 23-1252 Consideration of an Environmental Impact Report for the Demolition of a Potentially Significant Structure to Construct a Residential Development with 22 Detached Single-Family Dwellings at 1957 Pruneridge Avenue

Public Speakers:
Cory Kusich
Richard

A motion was made by Commissioner Celso, seconded by Commissioner Stocks, to recommend certification of the EIR to the Planning Commission and City Council with the following recommendations:

- Developer to create a memorial to the church (using the Architect William Mays' name) utilizing materials from the church in the memorial if the church is not relocated
- Return to the HLC to present the memorial design

Aye: 5 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Commissioner Stocks, and Chair Vargas-Smith

Nay: 1 - Vice Chair Romano

Excused: 1 - Commissioner Inciarte

5. 23-1324 Action on HLC Board and Committee Assignments

The Board and Committee assignments were updated as follows:

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**

STAFF REPORT

1. Berryessa Adobe Maintenance

2. Training and Travel Request

3. Streetlight Banners for Historic Preservation Month

Staff Liaison Rebecca Bustos gave a verbal report of the price quotes for the banner design, fabrication, and installation/removal.

A motion was made by Commissioner Leung, seconded by Vice Chair Romano, to establish a Banner Subcommittee with Chair Vargas-Smith, Vice Chair Romano, and Commissioner Kirby.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 1 - Commissioner Inciarte

COMMISSIONERS REPORT

1. Subcommittee Reporting - 20 minutes

2. Board/Committee — Lead/Alternate

Santa Clara Arts and Historic Consortium	Leung / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung / Romano
Development Review Hearing	Romano /Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Vacant
Zoning Ordinance Update	Romano / Vacant
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas

ADJOURNMENT

The meeting was adjourned at 9:44 p.m.

A motion was made by Commissioner Leung, seconded by Vice Chair Romano to adjourn the meeting.

Aye: 6 - Commissioner Celso, Commissioner Kirby, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 1 - Commissioner Inciarte

The next regular scheduled meeting is Thursday, January 4, 2024

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.

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.

REZONING CONDITIONS OF APPROVAL

GENERAL

G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

COMMUNITY DEVELOPMENT

BUILDING DIVISION

B1. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

B2. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

B3. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml . All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

B4. No construction code review or analysis is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis, including; proposed use and occupancy of

all spaces (-CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

- During construction retaining a single company to install all fire rated penetrations is highly recommended.
- The grade level lobbies shall be minimum1 hour rated all sides and above.
- All stair shafts shall be minimum 1 hour rated.
- All elevator shafts shall be minimum 1 hour rated.
- All trash chute shafts shall be minimum 1 hour rated.
- Recommendation: provide a minimum of two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
- Any trash rooms shall be minimum 1 hour rated all sides and above.

B5. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

B6. Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, Public .Works / Engineering, Fire Prevention, Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

B7. See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

B8. This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022 See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

- Chp. 15.36 – Energy Code for “all electric” provisions for new construction.
- Chp. 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

HOUSING & COMMUNITY SERVICES DIVISION

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements and impact fee for the proposed 22 units for-sale residential development. The Applicant shall provide not less than fifteen percent (15%) of the units (or 3.3 units) to affordable households made available at affordable sales prices to extremely low, very low, low and/or moderate-income households as long as the distribution of affordable units averages to a maximum of one-hundred (100) percent of Area Median Income. All prices are set in accordance with the City’s Below Market Purchase (BMP) Program Policies and Procedures Manual (subject to updates and changes). Applicant shall be responsible for cost incurred under the Building Energy Efficiency Standards – Title 24 for the each affordable for- sale residential unit. Additionally, where the calculation of affordable housing requirements results in a

fractional unit, the Applicant shall either pay an In-Lieu Fee or the Applicant shall provide an additional unit to satisfy the requirement. Any in-lieu fee payment due to the City by the Applicant shall be payable prior to the issuance of the certificate of occupancy. The in-lieu fee amount shall be equal to the difference between the unrestricted appraised market value ("Initial Market Value") and the Affordable Sales Price of one of the BMP units at completion, multiplied by the fractional unit. The Initial Market Value of the last BMP unit sold shall be the basis for calculating the in-lieu fee to be paid by Applicant.

H2. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the Affordable Sales Price for the Affordable Units at Lot 14, 15 and 22, and apply all terms and covenants guaranteeing the prescribed affordability. Satisfaction of the affordable housing obligation shall be memorialized in the AHA and subject to City Council approval. There will be a fee for the preparation of the AHA in the amount of $4,020 which will be due prior to execution of the AHA. Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved

PLANNING DIVISION

P1. Submit plans for final architectural review to the Planning Division for Architectural Committee review and approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, irrigation plan, signage, and stormwater management plan.

P2. The Developer must provide third party verification of the stormwater management plan for conformance with C3 requirements as part of the architectural submittal.

P3. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Department review and approval with installation of required landscaping prior to the issuance of occupancy and or final building permits. Landscape plan to include type and size of proposed trees. Type and size of tree replacement on project site shall be at the direction of the City Arborist and require Planning review and approval. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water, and sewer utilities are in proximity.

P4. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10 feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five feet from the public water, storm and sewer facility with the tree behind the TRB and specified on the plan. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Planning and Inspection.

P5. Developer shall construct a complete street section along the project frontage of Pruneridge Avenue to include a 5-foot landscape strip with 4.5-feet of clear planting width and a 5-foot sidewalk behind the landscape strip. The landscape strip is to include trees (minimum 24-inch box) and drought tolerant plantings.

P6. Submit as-built on-site plans prepared by a registered civil engineer showing all utilities serving the subject property.

P7. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.

P8. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.

P9. Minor changes to individual homes, landscaping, or other minor plan elements would be subject to Planning Division review and approval of a Minor Adjustment to an approved project, or through Architectural Review, subject to the discretion of the Director of Community Development.

P10. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen tree, or equal alternative as approved by the Director of Community Development.

P11. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&R's) or equivalent instrument assigning and governing perpetual maintenance of the common lots, private street/vehicle access driveway, on-site and street frontage landscaping in good condition for the life of the Project, prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

P12. The Covenant, Conditions and Restrictions for this project shall include language that precludes exclusive storage use of the garage and obstruction of parking spaces in the garage by storage, shall and requires property owners to maintain garages for parking purposes.

P13. Garages shall be accessible for parking and labeled as such on the building permit plans.

P14. Overhead garage storage shall be offered as a design option in each of the units.

P15. Provide automatic garage door openers and roll-up garage doors.

P16. Each garage shall be equipped with electrical vehicle charging stations.

P17. HVAC units shall be screened from view along the public right-of-way.

P18. Individual garbage and recycling containers shall be kept out of sight from the public right-of-way and private driveway until collection day.

P19. Applicant shall comply with all the construction and on-going mitigation measures described in the adopted Mitigation Monitoring and Reporting Program to the satisfaction of the Director of Community Development. The Mitigation and Monitoring and Reporting Program shall be included in all construction plan sets.

P20. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved roads) shall be watered two times per day, except on days when rain occurs.

P21. All visible mud or dirt track-out onto the adjacent public right-of-way shall be removed using wet power vacuum street sweeper at least once per day. The use of dry power sweeping shall be prohibited.

P22. Additional dust and noise abatement measures may be on the project site at the discretion of the Community Development Director to provide additional sound attenuation and fugitive dust abatement as described in the project Mitigation Monitoring and Reporting Program. This may include additional noise monitoring and installation of a temporary noise control blanket barrier, if necessary, along building facades facing construction sites if conflicts occurred which are irresolvable by proper scheduling.

P23. This approval has been issued in reliance upon the developer's assurance that no natural gas infrastructure will be installed at any time, and is an express basis for granting the PD rezoning. No natural gas infrastructure shall be installed on the project site. If the developer seeks to install natural gas infrastructure in the future, the developer must first seek an amendment to the PD zoning.

P24. Developer shall use reasonable efforts, to the satisfaction of the Director of Community Development, to obtain documentation from the Diocese of the previous church on the site, Saint Mark's, regarding the disposition of the human remains and details as to their new location.

P25. Provide "Right Turn Only During Peak Hours" signage for the project driveway.

FIRE

F1. Prior to Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup:

- Department of Toxic Substances Control (DTSC);
- State Water Resources Control Board; or
- Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

F2. Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

F3. Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F4. Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F5. Prior to Building Permit Issuance, any EVAE's or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment

F6. Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the PCC process. None of these discussions are binding and can only be formally approved through submitting an Alternate Means and Measures (AMM) permit. The AMM permit is formally documenting that and still needs to be submitted.

F7. Please be aware that emergency rescue openings are required for this project per California Residential Code R310 and locations should be on the front or back side of the house (not the side of the house).

PARKS & RECREATION

PR1. This memo assumes the Project is a subdivision and the Quimby Act provisions will apply. The project will generate an estimated 66 residents (2.98 persons/household x 22 units). Based on the Quimby Act standard of 3.0 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 0.1967-acres. The equivalent fee due in lieu of parkland dedication is therefore $1,378,608.

PR2. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR3. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before a project is deemed complete by Planning.

PR4. Dwelling Unit Tax: a dwelling unit tax (DUT) in the amount of $700 is also due based on the number of units and additional bedrooms per City Code Chapter 3.15.

POLICE

PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime. Consider not having any screening material on the fence so passing Police Patrol checks will be able to see into the site.

PD2. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. Consider illuminated numbers during the hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, should be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.

PD3. If the project includes any benches, these benches should not be longer than 5 feet in length and should have arm rests at both ends. If the benches are longer than 5 feet in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends. This helps prevent unlawful lodging and/or skateboarding. Another option to benches could be cubes, knee walls, or other creative types of seating possibilities.

PUBLIC WORKS

ENGINEERING

E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E4. All work within City of San Jose right-of-way shall require a City of San Jose encroachment permit.
E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.
E6. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
E7. Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.
E8. All storm drain mains and laterals, sanitary sewer mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.
E9. Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.
E10. Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.
E11. If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.
E12. Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.
E13. Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.
E14. Onsite pathways shall be dedicated as private easements, as needed.
E15. After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.
E16. Pavement treatment shall be 2" grind and overlay with dig-outs for the full street width of Pruneridge Avenue.
E17. Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction
E18. Residential bicycle parking shall be a minimum of 8 Class I spaces (one per 3 dwelling units) and 2 Class II spaces (one per 15 dwelling units) per 2007 VTA Bicycle Technical Guidelines.

E19. Class I and Class II bicycle parking, as defined in SCMC 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible areas.
E20. Submit Vehicle Miles Travel and vehicle trip calculations in accordance with the City transportation policy: https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/transportation-analysis-policy-update
E21. Conduct a trip generation analysis for the project. A local transportation analysis (LTA) will be required if the project generates over 100 net new trips.
E22. Landscape improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.
E23. All on-site structures (including fences) must be clear of Driveway Visibility Clearance Areas per City Standard Detail TR-9.
E24. Replace unused/abandoned driveways with new curb, gutter, and sidewalk.
E25. Design and construct driveway in accordance with City Standard Detail ST-8.

STREETS DIVISION

Landscape

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.
L2. No cutting of any part of public trees, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).
L3. Identified existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City of Santa Clara prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

Solid Waste

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information. All collection is to occur on private property using individual toters.
SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines.
SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/ .
SW4. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and

approval by Environmental Services. At a minimum two (2) weeks review time is required.

SW5. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW6. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

SW7. All refuse from all residential, commercial, industrial and institutional properties within the city shall be collected at least once a week, unless otherwise approved in writing (SCCC 8.25.120). Garbage service level required for residential developments (single-family and multi-family) as well as motels and hotels shall be no less than twenty (20) gallons per unit. All project shall submit to the Public Works Department the preliminary refuse service level assessment for approval.

Stormwater

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The City reserves the right to review the 3rd party inspection reports on the C.3 stormwater facilities installation.

ST7. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST8. As-Built drawing shall be submitted to the Public Works Department. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST9. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST10. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Department. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

ST12. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST13. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST14. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST15. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST16. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST17. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

ST18. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST19. The use of architectural copper is discouraged. If such material is used, all wastewater generated by the installation, cleaning, treating, or washing of the surface of copper architectural features, including copper roofs, shall not be discharged to the City's storm drain system.

SILICON VALLEY POWER

EL1. Drive Aisle A should be a 10’ U.G.E.E if its only for electric and public tv and cable companies. Install a joint trench with public tv and cable conduits 1’ away from the SVP conduits. This clearance only applies if all conduits are installed at the same time. Reference UG1000 standard for joint trench configuration. Phone and cable conduits should be placed on the side closer to the trees.

EL2. Any streetlight foundations that conflict with the new location of the SVP trench along Pruneridge Ave, will need to be relocated further back from the front of curb.

EL3. All streetlighting, low voltage, and fiber systems are to be designed during detailed design.

EL4. All tie-in points shown on the utility plan along with electrical substructure will be needed prior to the removal of the overhead power lines.

EL5. All electrical laterals serving parcels on the south side of Drive Aisle A may need easements if it’s a private roadway. All easements for SVP should be a U.G.E.E (underground electric easement).

EL6. Clearances: (Make sure job notes do not conflict with SVP clearance requirements)

a. EQUIPMENT
    i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
    ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
    iii. Eighteen (18) foot minimum width, shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
    iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
        1. Thirty (30) inches from side of equipment sides.
        2. Forty Eight (48) inches in front of access doors.
            a. Barrier Pipes in front of access doors shall be removable.

b. CONDUITS
    i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
    ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
    iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
    iv. Three (3) foot minimum clearance is required between sign-posts, barrier pipes or bollards, fence posts, and other similar structures. (UG1250 sheet 10).
    v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)
    vi. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
    vii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5’ foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.

c. VAULTS/MANHOLES

i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
ii. Five (5) foot minimum clearance is required between adjacent conduits.
iii. Minimum 36” from face of curb, or bollards required.

d. Poles (Electrolier, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
   i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
e. Guy Anchors
   i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).
f. Trees
   i. OH 1230 for Overhead Lines
   ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities

EL7. Reference listed SVP standards for clearances.
   a. Installation of Underground Substructures by Developers
   b. UG1250 – Encroachment Permit Clearances from Electric Facilities
   c. UG0339 – Remote Switch Pad
   d. OH1230 – Tree Clearances From Overhead Electric Lines
   e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities

EL8. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a “Load Survey” form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a “Service Investigation Form” and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. SVP will do exact design of required substructures after plans are submitted for building permits.

EL9. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL10. Electric service shall be underground. See Electric Department Rules and Regulations for available services.

EL11. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

EL12. Underground service entrance conduits and conductors shall be “privately” owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per SVP Standard MS-G7, Rev. 2.

EL13. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

EL14. If the “legal description” (not “marketing description”) of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. If they are townhomes or single-family residences, then each unit shall have its own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL15. If transformer pads are required, City Electric Department requires an area of 17’ x 16’-2”, which is clear of all utilities, trees, walls, etc. This area includes a 5’-0” area away from the actual transformer pad. This area in front of the transformer may be reduced from an 8’-0” apron to a 3’-0”, providing the apron is back of a 5’-0” min. wide

sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL16. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

EL17. Any relocation of existing electric facilities shall be at Developer's expense.

EL18. Electric Load Increase fees may be applicable.

EL19. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

EL20. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at $200,000 or more or any series of non-residential private improvements made within a three-year period valued at $200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).

EL21. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

EL22. Encroachment permits will not be signed off by SVP until Developers Work substructure construction drawing has been completed.

EL23. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publicly-owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details.

EL24. Proper clearance must be maintained from all SVP facilities, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

EL25. Transformers and Switch devices can only be located outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

EL26. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all

clearances from equipment and easements. Developer to contact SVP outside of the PCC process for clear definitions of these clearance requirements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. *Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.*

EL27. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

EL28. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

EL29. High Rise Metering and Multi-Floor Infrastructure Requirements
   a. Refer to UG0250 – High Density Residential Metering Requirements
   b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

EL30. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka “real dirt”) and cannot be supported on parking garage ceilings or placed on top of structures.

EL31. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.

EL32. In events where electric load demand exceeds 2MVA or service size exceeds 4000 Amps at 480V for a building, the Customer shall take service at 12KV. If electric load for a single metered location service exceeds 4.5MVA, additional 12KV service(s) may be provided. All 12KV utility connection points terminate at the Customer Switchgear. UGEE easement up to the Customer Switchgear is required, along with an 18’ drivable space. 10’ working clearance is required in front of and behind the switchgear. 5’ working clearance is required on the sides of the switchgear (with no panels). Customer 12KV Switchgear must be located outdoors on “real dirt” unless otherwise agreed upon with SVP. SVP owns and maintains the cable/conduit up to the customer switchgear.

EL33. In events where electric service is provided at 120/208V or 277/480V the utility connection point is at the secondary compartment of SVP transformers. Customer owns and maintains the cable and conduits up to the SVP transformers.

EL34. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

WATER & SEWER

W1. Recycled Water Ready: All onsite plumbing for non-domestic water uses (e.g. irrigation, industrial processes, cooling, etc.) shall be designed for recycled water use and shall comply with all Recycled Water regulations.

W2. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W3. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the

project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12" minimum vertical clearance is maintained.

W4. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12" of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10' from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5' from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W5. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W6. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W7. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W8. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W9. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W10. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants

shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W11. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W12. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W13. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W14. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W15. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation .

VESTING TENTATIVE SUBDIVISION MAP CONDITIONS OF APPROVAL

GENERAL

G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

COMMUNITY DEVELOPMENT

BUILDING DIVISION

B1. Informational: Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

B2. Informational: The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

B3. Informational: The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page: https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

B4. Informational: no California construction code review is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division

shall include an overall California Building Code analysis, including; proposed use and occupancy of all spaces (19' CBC Ch. 3), all building heights and areas (19' CBC Ch. 5), all proposed types of construction (19' CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (19' CBC Ch. 7), all proposed interior finishes fire resistance (19' CBC Ch. 8), all fire protection systems proposed (19' CBC Ch. 9), and all means of egress proposed (19' CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

- During construction retaining a single company to install all fire rated penetrations is highly recommended.
- The grade level lobbies shall be min.1 hour rated all sides and above.
- All stair shafts shall be minimum 1 hour rated.
- All elevator shafts shall be minimum 1 hour rated.
- All trash chute shafts shall be minimum 1 hour rated.
- Recommendation: provide a minimum of two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
- Any trash rooms shall be minimum 1 hour rated all sides and above.

B5. Informational: The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

B6. Informational: Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, Public Works./ Engineering, Fire Prevention, Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Department, with the Building Division being the final approval of all TCO.'s.

PLANNING DIVISION

P1. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&R's) or equivalent instrument assigning and governing perpetual maintenance of the common lot/private street in good condition for the life of the Project, prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

P2. The Covenant, Conditions and Restrictions for this project shall include language that precludes exclusive storage use of the garage and obstruction of parking spaces in the garage by storage, shall and requires property owners to maintain garages for parking purposes.

FIRE

F1. Prior to Building Permit Issuance, any EVAE's or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

PUBLIC WORKS

ENGINEERING

E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E4. All work within City of San Jose right-of-way shall require a City of San Jose encroachment permit.

E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E6. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E7. Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E8. Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E9. Onsite pathways shall be dedicated as private easements, as needed.

E10. After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

SILICON VALLEY POWER

EL1. Remove overlapping PUE and UGEE on the north side of Drive Aisle A. It should only be a UGEE and you should install a joint trench to allow for SVP conduits and public tv/cable. In the joint trench configuration conduits need to go in at the same time, 1' apart. Reference UG1000 standard.

WATER & SEWER

W1. Related Approvals: Applicant shall comply with all related City approvals, entitlements, permits, or requirements associated with the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W2. Separate Services: Applicant shall provide separate water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way services for each parcel to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Services cannot cross a different parcel than the one it serves. No parcel shall be created that requires an easement from an adjacent parcel in order to be served. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W3. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

City of Santa Clara
The Center of What's Possible

CONDITIONS OF APPROVAL

1957 Pruneridge Avenue -PLN25-00073 APNs: 230-05-021

Project Description: *Amend the Approved Planned Development (PD) Zoning for 22 All-Electric Detached Single-Family Residences (PLN22-00505) to Allow for the Installation of Natural Gas Stove Appliances for the Property Located at 1957 Pruneridge Avenue.*

GENERAL

G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

COMMUNITY DEVELOPMENT

BUILDING DIVISION

B1. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

   a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

B2. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

   a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

B3. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml . All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara

Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

B4. No construction code review or analysis is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis, including; proposed use and occupancy of all spaces (-CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

- During construction retaining a single company to install all fire rated penetrations is highly recommended.
- The grade level lobbies shall be minimum1 hour rated all sides and above.
- All stair shafts shall be minimum 1 hour rated.
- All elevator shafts shall be minimum 1 hour rated.
- All trash chute shafts shall be minimuum 1 hour rated.
- Recommendation: provide a minimum of two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
- Any trash rooms shall be minimum 1 hour rated all sides and above.

B5. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

B6. Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, Public Works / Engineering, Fire Prevention, Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

B7. See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

B8. This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, as set forth in City Code Chapters 15.36 and 15.38, with the exception of the “all-electric” requirements suspended by the City Council on January 14, 2025. ~~effective January 2022 See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.~~

- ~~Chp. 15.36 – Energy Code for “all electric” provisions for new construction.~~
- ~~Chp. 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.~~

HOUSING & COMMUNITY SERVICES DIVISION

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements and impact fee for the proposed 22 units for-sale residential development. The Applicant shall provide not less than fifteen percent (15%) of the units (or 3.3 units) to affordable households made available at affordable sales prices to extremely low, very low, low and/or moderate-income households as long as the distribution of affordable units averages to a maximum of one-hundred (100) percent of Area Median Income. All prices are set in accordance with the City's Below Market Purchase (BMP) Program Policies and Procedures Manual (subject to updates and changes). Applicant shall be responsible for cost incurred under the Building Energy Efficiency Standards – Title 24 for the each affordable for- sale residential unit. Additionally, where the calculation of affordable housing requirements results in a fractional unit, the Applicant shall either pay an In-Lieu Fee or the Applicant shall provide an additional unit to satisfy the requirement. Any in-lieu fee payment due to the City by the Applicant shall be payable prior to the issuance of the certificate of occupancy. The in-lieu fee amount shall be equal to the difference between the unrestricted appraised market value ("Initial Market Value") and the Affordable Sales Price of one of the BMP units at completion, multiplied by the fractional unit. The Initial Market Value of the last BMP unit sold shall be the basis for calculating the in-lieu fee to be paid by Applicant.

H2. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the Affordable Sales Price for the Affordable Units at Lot 14, 15 and 22, and apply all terms and covenants guaranteeing the prescribed affordability. Satisfaction of the affordable housing obligation shall be memorialized in the AHA and subject to City Council approval. There will be a fee for the preparation of the AHA in the amount of $4,020 which will be due prior to execution of the AHA. Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved

PLANNING DIVISION

P1. Submit plans for final architectural review to the Planning Division for Architectural Committee review and approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, irrigation plan, signage, and stormwater management plan.

P2. The Developer must provide third party verification of the stormwater management plan for conformance with C3 requirements as part of the architectural submittal.

P3. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Department review and approval with installation of required landscaping prior to the issuance of occupancy and or final building permits. Landscape plan to include type and size of proposed trees. Type and size of tree replacement on project site shall be at the direction of the City Arborist and require Planning review and approval. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water, and sewer utilities are in proximity.

P4. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10 feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five feet from the public water, storm and sewer facility with the tree behind the TRB and specified on the plan. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Planning and Inspection.

P5. Developer shall construct a complete street section along the project frontage of Pruneridge Avenue to include a 5-foot landscape strip with 4.5-feet of clear planting width and a 5-foot sidewalk behind the landscape strip. The landscape strip is to include trees (minimum 24-inch box) and drought tolerant plantings.

P6. Submit as-built on-site plans prepared by a registered civil engineer showing all utilities serving the subject property.

P7. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.

P8. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.

P9. Minor changes to individual homes, landscaping, or other minor plan elements would be subject to Planning Division review and approval of a Minor Adjustment to an approved project, or through Architectural Review, subject to the discretion of the Director of Community Development.

P10. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen tree, or equal alternative as approved by the Director of Community Development.

P11. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&R's) or equivalent instrument assigning and governing perpetual maintenance of the common lots, private street/vehicle access driveway, on-site and street frontage landscaping in good condition for the life of the Project, prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

P12. The Covenant, Conditions and Restrictions for this project shall include language that precludes exclusive storage use of the garage and obstruction of parking spaces in the garage by storage, shall and requires property owners to maintain garages for parking purposes.

P13. Garages shall be accessible for parking and labeled as such on the building permit plans.

P14. Overhead garage storage shall be offered as a design option in each of the units.

P15. Provide automatic garage door openers and roll-up garage doors.

P16. Each garage shall be equipped with electrical vehicle charging stations.

P17. HVAC units shall be screened from view along the public right-of-way.

P18. Individual garbage and recycling containers shall be kept out of sight from the public right-of-way and private driveway until collection day.

P19. Applicant shall comply with all the construction and on-going mitigation measures described in the adopted Mitigation Monitoring and Reporting Program (MMRP) to the satisfaction of the Director of Community Development. The Mitigation and Monitoring and Reporting Program shall be included in all construction plan sets.

P20. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved roads) shall be watered two times per day, except on days when rain occurs.

P21. All visible mud or dirt track-out onto the adjacent public right-of-way shall be removed using wet power vacuum street sweeper at least once per day. The use of dry power sweeping shall be prohibited.

P22. Additional dust and noise abatement measures may be on the project site at the discretion of the Community Development Director to provide additional sound attenuation and fugitive dust abatement as described in the project Mitigation Monitoring and Reporting Program. This may include additional noise monitoring and installation of a temporary noise control blanket barrier, if necessary, along building facades facing construction sites if conflicts occurred which are irresolvable by proper scheduling.

P23. ~~In order to be consistent with the greenhouse gas analysis in the project CEQA documents, no natural gas infrastructure shall be installed on the project site. If the developer seeks to install natural gas infrastructure in the future, the developer must first seek an amendment to the PD zoning.~~

P24. Developer shall use reasonable efforts, to the satisfaction of the Director of Community Development, to obtain documentation from the Diocese of the previous church on the site, Saint Mark's, regarding the disposition of the human remains and details as to their new location.

P25. Provide "Right Turn Only During Peak Hours" signage for the project driveway.

P26. Developer to create a memorial to the church (using the Architect William Mays' name) utilizing materials from the church in the memorial if the church is not relocated. Developer is to return to the Historical and Landmarks Commission to present the memorial design.

FIRE

F1. Prior to Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup:

- Department of Toxic Substances Control (DTSC);
- State Water Resources Control Board; or
- Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

F2. Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

F3. Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F4. Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F5. Prior to Building Permit Issuance, any EVAE's or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire

pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment

F6. Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the PCC process. None of these discussions are binding and can only be formally approved through submitting an Alternate Means and Measures (AMM) permit. The AMM permit is formally documenting that and still needs to be submitted.

F7. Please be aware that emergency rescue openings are required for this project per California Residential Code R310 and locations should be on the front or back side of the house (not the side of the house).

PARKS & RECREATION

PR1. This memo assumes the Project is a subdivision and the Quimby Act provisions will apply. The project will generate an estimated 66 residents (2.98 persons/household x 22 units). Based on the Quimby Act standard of 3.0 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 0.1967-acres. The equivalent fee due in lieu of parkland dedication is therefore $1,378,608.

PR2. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR3. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before a project is deemed complete by Planning.

PR4. Dwelling Unit Tax: a dwelling unit tax (DUT) in the amount of $700 is also due based on the number of units and additional bedrooms per City Code Chapter 3.15.

POLICE

PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime. Consider not having any screening material on the fence so passing Police Patrol checks will be able to see into the site.

PD2. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. Consider illuminated numbers during the hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, should be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.

PD3. If the project includes any benches, these benches should not be longer than 5 feet in length and should have arm rests at both ends. If the benches are longer than 5 feet in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends. This helps prevent unlawful lodging and/or skateboarding. Another option to benches could be cubes, knee walls, or other creative types of seating possibilities.

PUBLIC WORKS

ENGINEERING

E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other

requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E4. All work within City of San Jose right-of-way shall require a City of San Jose encroachment permit.

E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E6. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E7. Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E8. All storm drain mains and laterals, sanitary sewer mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.

E9. Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.

E10. Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E11. If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E12. Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E13. Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E14. Onsite pathways shall be dedicated as private easements, as needed.

E15. After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.
E16. Pavement treatment shall be 2" grind and overlay with dig-outs for the full street width of Pruneridge Avenue.
E17. Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction
E18. Residential bicycle parking shall be a minimum of 8 Class I spaces (one per 3 dwelling units) and 2 Class II spaces (one per 15 dwelling units) per 2007 VTA Bicycle Technical Guidelines.
E19. Class I and Class II bicycle parking, as defined in SCMC 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible areas.
E20. Submit Vehicle Miles Travel and vehicle trip calculations in accordance with the City transportation policy: https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/transportation-analysis-policy-update
E21. Conduct a trip generation analysis for the project. A local transportation analysis (LTA) will be required if the project generates over 100 net new trips.
E22. Landscape improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.
E23. All on-site structures (including fences) must be clear of Driveway Visibility Clearance Areas per City Standard Detail TR-9.
E24. Replace unused/abandoned driveways with new curb, gutter, and sidewalk.
E25. Design and construct driveway in accordance with City Standard Detail ST-8.

STREETS DIVISION

Landscape

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.
L2. No cutting of any part of public trees, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).
L3. Identified existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City of Santa Clara prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

Solid Waste

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information. All collection is to occur on private property using individual toters.
SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/ .

SW4. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

SW5. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW6. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

SW7. All refuse from all residential, commercial, industrial and institutional properties within the city shall be collected at least once a week, unless otherwise approved in writing (SCCC 8.25.120). Garbage service level required for residential developments (single-family and multi-family) as well as motels and hotels shall be no less than twenty (20) gallons per unit. All project shall submit to the Public Works Department the preliminary refuse service level assessment for approval.

Stormwater

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP

List of Qualified Consultants, and a 3rd party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The City reserves the right to review the 3rd party inspection reports on the C.3 stormwater facilities installation.

ST7. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST8. As-Built drawing shall be submitted to the Public Works Department. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST9. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST10. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Department. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

ST12. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST13. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST14. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST15. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST16. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST17. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.
ST18. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.
ST19. The use of architectural copper is discouraged. If such material is used, all wastewater generated by the installation, cleaning, treating, or washing of the surface of copper architectural features, including copper roofs, shall not be discharged to the City's storm drain system.

SILICON VALLEY POWER

EL1. Drive Aisle A should be a 10' U.G.E.E if its only for electric and public tv and cable companies. Install a joint trench with public tv and cable conduits 1' away from the SVP conduits. This clearance only applies if all conduits are installed at the same time. Reference UG1000 standard for joint trench configuration. Phone and cable conduits should be placed on the side closer to the trees.
EL2. Any streetlight foundations that conflict with the new location of the SVP trench along Pruneridge Ave, will need to be relocated further back from the front of curb.
EL3. All streetlighting, low voltage, and fiber systems are to be designed during detailed design.
EL4. All tie-in points shown on the utility plan along with electrical substructure will be needed prior to the removal of the overhead power lines.
EL5. All electrical laterals serving parcels on the south side of Drive Aisle A may need easements if it's a private roadway. All easements for SVP should be a U.G.E.E (underground electric easement).
EL6. Clearances: (Make sure job notes do not conflict with SVP clearance requirements)
    a. EQUIPMENT
        i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
        ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
        iii. Eighteen (18) foot minimum width, shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
        iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
            1. Thirty (30) inches from side of equipment sides.
            2. Forty Eight (48) inches in front of access doors.
                a. Barrier Pipes in front of access doors shall be removable.
    b. CONDUITS
        i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
        ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
        iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
        iv. Three (3) foot minimum clearance is required between sign-posts, barrier pipes or bollards, fence posts, and other similar structures. (UG1250 sheet 10).

v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)
vi. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
vii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5' foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.

c. VAULTS/MANHOLES
   i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
   ii. Five (5) foot minimum clearance is required between adjacent conduits.
   iii. Minimum 36" from face of curb, or bollards required.

d. Poles (Electrolier, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
   i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)

e. Guy Anchors
   i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).

f. Trees
   i. OH 1230 for Overhead Lines
   ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities

EL7. Reference listed SVP standards for clearances.
   a. Installation of Underground Substructures by Developers
   b. UG1250 – Encroachment Permit Clearances from Electric Facilities
   c. UG0339 – Remote Switch Pad
   d. OH1230 – Tree Clearances From Overhead Electric Lines
   e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities

EL8. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. SVP will do exact design of required substructures after plans are submitted for building permits.

EL9. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL10. Electric service shall be underground. See Electric Department Rules and Regulations for available services.

EL11. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

EL12. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per SVP Standard MS-G7, Rev. 2.

EL13. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

EL14. If the "legal description" (not "marketing description") of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one

location, outside of the building or in a utility room accessible directly from the outside. If they are townhomes or single-family residences, then each unit shall have its own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL15. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from an 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL16. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

EL17. Any relocation of existing electric facilities shall be at Developer's expense.

EL18. Electric Load Increase fees may be applicable.

EL19. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

EL20. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at $200,000 or more or any series of non-residential private improvements made within a three-year period valued at $200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).

EL21. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

EL22. Encroachment permits will not be signed off by SVP until Developers Work substructure construction drawing has been completed.

EL23. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publicly-owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details.

EL24. Proper clearance must be maintained from all SVP facilities, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

EL25. Transformers and Switch devices can only be located outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

EL26. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all clearances from equipment and easements. Developer to contact SVP outside of the PCC process for clear definitions of these clearance requirements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. *Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.*

EL27. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

EL28. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

EL29. High Rise Metering and Multi-Floor Infrastructure Requirements
   a. Refer to UG0250 – High Density Residential Metering Requirements
   b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

EL30. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt") and cannot be supported on parking garage ceilings or placed on top of structures.

EL31. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.

EL32. In events where electric load demand exceeds 2MVA or service size exceeds 4000 Amps at 480V for a building, the Customer shall take service at 12KV. If electric load for a single metered location service exceeds 4.5MVA, additional 12KV service(s) may be provided. All 12KV utility connection points terminate at the Customer Switchgear. UGEE easement up to the Customer Switchgear is required, along with an 18' drivable space. 10' working clearance is required in front of and behind the switchgear. 5' working clearance is required on the sides of the switchgear (with no panels). Customer 12KV Switchgear must be located outdoors on "real dirt" unless otherwise agreed upon with SVP. SVP owns and maintains the cable/conduit up to the customer switchgear.

EL33. In events where electric service is provided at 120/208V or 277/480V the utility connection point is at the secondary compartment of SVP transformers. Customer owns and maintains the cable and conduits up to the SVP transformers.

EL34. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

WATER & SEWER

W1. Recycled Water Ready: All onsite plumbing for non-domestic water uses (e.g. irrigation, industrial processes, cooling, etc.) shall be designed for recycled water use and shall comply with all Recycled Water regulations.

W2. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities

that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W3. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12” minimum vertical clearance is maintained.

W4. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12” of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10’ from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5’ from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W5. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W6. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W7. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W8. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W9. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W10. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W11. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W12. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W13. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W14. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W15. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation .

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROPOSED AMENDMENT TO THE APPROVED RESIDENTIAL PLANNED DEVELOPMENT (PD) (PLN22-00505) LOCATED AT 1957 PRUNERIDGE AVENUE, SANTA CLARA

PLN25-00073 (Rezone)

WHEREAS, On February 19, 2025**,** SCS Development ("Owner") filed an application for the development of a 2.47-acre site located at 1957 Pruneridge Avenue, Santa Clara ("Project Site");

WHEREAS, the Project Site has a General Plan designation of Very Low Density Residential and is zoned Planned Development (PD);

WHEREAS, On March 19, 2024, the City Council approved the Owner's request to rezone the subject property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to construct the residential development with 22 detached two-story all-electric homes, private street and associated on- and-off-site improvements, and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention areas (Approved PD);

WHEREAS, On March 19, 2024, City Council certified an Environmental Impact Report and adopted the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project (Approved PD);

WHEREAS, on February 19, 2025, the Owner applied to amend the Approved PD to replace the approved electric stovetop appliances in the project with natural gas stovetop appliances ("Project") for each unit;

WHEREAS, in accordance with the Condition of Approval P23 of the Approved PD, installation of natural gas infrastructure requires an amendment to the Approved PD zoning, and review by the Planning Commission and approval by Council;

WHEREAS, to analyze the proposal to allow for the use of natural gas by replacing the approved electric stovetops in the project with natural gas stovetop appliances, the City, as Lead Agency, in tandem with Consultant 'David J. Powers' prepared an Initial Study ("IS") and a Mitigated Negative Declaration for the proposed project in accordance with the California Environmental Quality Act ("CEQA"), which was circulated for a 20-day review to public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought the comments of such persons and agencies beginning on July 18, 2025 and concluding on August 7, 2025 ("Comment Period"); and

WHEREAS, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared for implementation with Project development to reduce potentially significant impacts identified in the Initial Study to less than significant; and

WHEREAS, the City through consultant 'David J. Powers' prepared written responses to the comments received during the Comment Period and included these responses on the project's CEQA page; and

WHEREAS, on October 8, 2025, the Planning Commission held a duly noticed public hearing, at the conclusion of which, the Planning Commission recommended approval (6-0-0) of the Mitigated Negative Declaration, the Mitigation Monitoring and Reporting Program, and Amendment to the Approved Residential PD;

WHEREAS, on September 15, 2025, the notice of public hearing for the November 18, 2025, Cit Council Hearing for this item was mailed to property owners within a 1,000-foot radius of the Project Site boundaries; and

WHEREAS, pursuant to SCCC Section 18.146.020, on November 7, 2025, notices of the public hearing of November 18, 2025, were posted at City Hall, the Central Park Library, the Mission Branch Library, the Northside Branch Library, and on the City's website; and

WHEREAS, on November 18, 2025, the City Council held a duly noticed public hearing to consider the Project, the MND, the MMRP, and all pertinent information in the record during which the Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby finds that all potentially significant environmental impacts that may directly or indirectly result from the Project would be reduced to a less than significant level by implementation of the mitigation measures specified in the MND and MMRP.

3. That the City Council hereby finds that the MND is complete, prepared in compliance with CEQA, and represents the independent judgment of the City Council.

4. That the City Council hereby finds that approval of this Project as mitigated will have no significant negative impacts on the area's environmental resources, cumulative or otherwise, as the impacts as mitigated would fall within the environmental thresholds identified by CEQA.

5. That the City Council hereby adopts the MND and MMRP for the Project as required by the CEQA Guidelines (14 Cal. Code of Regs. § 15074).

6. That the City Council hereby designates the Director of Community Development as the Custodian of Records for the Project, and the Planning Division at City Hall, 1500 Warburton Avenue, Santa Clara, California, is the location of the documents and other material that constitute the record of proceedings upon which this decision is based.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 18TH DAY OF NOVEMBER 2025, 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. None

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE THE PLANNED DEVELOPMENT (PD) ZONING AMENDMENT TO REPLACE THE APPROVED 22 ELECTRIC STOVETOPS WITH 22 NATURAL GAS STOVETOPS FOR THE APPROVED RESIDENTIAL PROJECT (PLN22-00505) LOCATED AT 1957 PRUNERIDGE AVENUE, SANTA CLARA

PLN25-00073 (Rezone)

WHEREAS, On February 19, 2025**,** SCS Development ("Owner") filed an application for the development of a 2.47-acre site located at 1957 Pruneridge Avenue, Santa Clara ("Project Site");

WHEREAS, the Project Site has a General Plan designation of Very Low Density Residential and is zoned Planned Development (PD);

WHEREAS, On March 19, 2024, the City Council approved the Owner's request to rezone the subject property from Public, Quasi-Public, and Public Park or Recreation (B) to Planned Development (PD) to construct the residential development with 22 detached two-story all-electric homes, private street and associated on- and-off-site improvements, and a Vesting Tentative Subdivision Map to subdivide the property into individual for-sale lots and four common lots for use as a utility corridor, vehicle access, landscape open space and bioretention areas (Approved PD);

WHEREAS, On March 19, 2024, City Council certified the Environmental Impact Report and adopted the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the 1957 Pruneridge Avenue Residential Project (Approved PD);

WHEREAS, on February 19, 2025, the Owner applied to amend the Approved PD to replace the approved electric stovetop appliances in each of the units with natural gas stovetop appliances ("Project");

WHEREAS, in accordance with the Condition of Approval P23 of the Approved PD, installation of natural gas infrastructure requires an amendment to the Approved PD zoning, and review by the Planning Commission and approval by Council;

WHEREAS, to analyze the proposal to allow for the use of natural gas by replacing the approved electric stovetop appliances in the project with natural gas stovetop appliances, the City, as Lead Agency, in tandem with Consultant 'David J. Powers' prepared an Initial Study ("IS") and a Mitigated Negative Declaration for the proposed project in accordance with the California Environmental Quality Act ("CEQA"), which was circulated for a 20-day review to public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought the comments of such persons and agencies beginning on July 18, 2025 and concluding on August 7, 2025 ("Comment Period"); and

WHEREAS, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared for implementation with Project development to reduce potentially significant impacts identified in the Initial Study to less than significant; and

WHEREAS, the City through consultant 'David J. Powers' prepared written responses to the comments received during the Comment Period and included these responses on the project's CEQA page; and

WHEREAS, on October 8, 2025, the Planning Commission held a duly noticed public hearing, at the conclusion of which, the Planning Commission recommended approval (6-0-0) of the Mitigated Negative Declaration, the Mitigation Monitoring and Reporting Program, and Amendment to the Approved Residential PD;

WHEREAS, on September 24, 2025, a notice of the public hearing on the proposed amendment to the PD was published in the *Weekly*, a newspaper of general circulation, for the City Council Hearing to be conducted on November 18, 2025; and

WHEREAS, on September 15, 2025, the notice of public hearing for the November 18, 2025, Cit Council Hearing for this item was mailed to property owners within a 1,000-foot radius of the Project Site boundaries; and

WHEREAS, pursuant to SCCC Section 18.146.020, on November 7, 2025, notices of the public hearing of November 18, 2025, were posted at City Hall, the Central Park Library, the Mission Branch Library, the Northside Branch Library, and on the City's website; and

WHEREAS, on November 18, 2025, the City Council held a duly noticed public hearing to consider the Project, the MND, the MMRP, and all pertinent information in the record during which the Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby amends the Approved Planned Development (PD) to replace the approved electric stovetop appliances in the project with natural gas stovetop appliances.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 18TH DAY OF NOVEMBER 2025, 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. None

City of Santa Clara
The Center of What's Possible

CONDITIONS OF APPROVAL

1957 Pruneridge Avenue -PLN25-00073 APNs: 230-05-021

Project Description: *Amend the Approved Planned Development (PD) Zoning for 22 All-Electric Detached Single-Family Residences (PLN22-00505) to Allow for the Installation of Natural Gas Stove Appliances for the Property Located at 1957 Pruneridge Avenue.*

GENERAL

G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

COMMUNITY DEVELOPMENT

BUILDING DIVISION

B1. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

   a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

B2. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

   a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

B3. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml . All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP):

http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

B4. No construction code review or analysis is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis, including; proposed use and occupancy of all spaces (-CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

- During construction retaining a single company to install all fire rated penetrations is highly recommended.
- The grade level lobbies shall be minimum1 hour rated all sides and above.
- All stair shafts shall be minimum 1 hour rated.
- All elevator shafts shall be minimum 1 hour rated.
- All trash chute shafts shall be minimuum 1 hour rated.
- Recommendation: provide a minimum of two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
- Any trash rooms shall be minimum 1 hour rated all sides and above.

B5. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

B6. Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, Public Works / Engineering, Fire Prevention, Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

B7. See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

B8. This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, as set forth in City Code Chapters 15.36 and 15.38, with the exception of the “all-electric” requirements suspended by the City Council on January 14, 2025. ~~effective January 2022 See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.~~

- ~~Chp. 15.36 – Energy Code for “all electric” provisions for new construction.~~
- ~~Chp. 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.~~

HOUSING & COMMUNITY SERVICES DIVISION

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements and impact fee for the proposed 22 units for-sale residential development. The Applicant shall provide not less than fifteen percent (15%) of the units (or 3.3 units) to affordable households made available at affordable sales prices to extremely low, very low, low and/or moderate-income households as long as the distribution of affordable units averages to a maximum of one-hundred (100) percent of Area Median Income. All prices are set in accordance with the City's Below Market Purchase (BMP) Program Policies and Procedures Manual (subject to updates and changes). Applicant shall be responsible for cost incurred under the Building Energy Efficiency Standards – Title 24 for the each affordable for- sale residential unit. Additionally, where the calculation of affordable housing requirements results in a fractional unit, the Applicant shall either pay an In-Lieu Fee or the Applicant shall provide an additional unit to satisfy the requirement. Any in-lieu fee payment due to the City by the Applicant shall be payable prior to the issuance of the certificate of occupancy. The in-lieu fee amount shall be equal to the difference between the unrestricted appraised market value ("Initial Market Value") and the Affordable Sales Price of one of the BMP units at completion, multiplied by the fractional unit. The Initial Market Value of the last BMP unit sold shall be the basis for calculating the in-lieu fee to be paid by Applicant.

H2. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the Affordable Sales Price for the Affordable Units at Lot 14, 15 and 22, and apply all terms and covenants guaranteeing the prescribed affordability. Satisfaction of the affordable housing obligation shall be memorialized in the AHA and subject to City Council approval. There will be a fee for the preparation of the AHA in the amount of $4,020 which will be due prior to execution of the AHA. Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved

PLANNING DIVISION

P1. Submit plans for final architectural review to the Planning Division for Architectural Committee review and approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, irrigation plan, signage, and stormwater management plan.

P2. The Developer must provide third party verification of the stormwater management plan for conformance with C3 requirements as part of the architectural submittal.

P3. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Department review and approval with installation of required landscaping prior to the issuance of occupancy and or final building permits. Landscape plan to include type and size of proposed trees. Type and size of tree replacement on project site shall be at the direction of the City Arborist and require Planning review and approval. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water, and sewer utilities are in proximity.

P4. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10 feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five feet from the public water, storm and sewer facility with the tree behind the TRB and specified on the plan. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Planning and Inspection.

P5. Developer shall construct a complete street section along the project frontage of Pruneridge Avenue to include a 5-foot landscape strip with 4.5-feet of clear planting width and a 5-foot sidewalk behind the landscape strip. The landscape strip is to include trees (minimum 24-inch box) and drought tolerant plantings.

P6. Submit as-built on-site plans prepared by a registered civil engineer showing all utilities serving the subject property.

P7. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.

P8. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.

P9. Minor changes to individual homes, landscaping, or other minor plan elements would be subject to Planning Division review and approval of a Minor Adjustment to an approved project, or through Architectural Review, subject to the discretion of the Director of Community Development.

P10. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen tree, or equal alternative as approved by the Director of Community Development.

P11. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&R's) or equivalent instrument assigning and governing perpetual maintenance of the common lots, private street/vehicle access driveway, on-site and street frontage landscaping in good condition for the life of the Project, prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

P12. The Covenant, Conditions and Restrictions for this project shall include language that precludes exclusive storage use of the garage and obstruction of parking spaces in the garage by storage, shall and requires property owners to maintain garages for parking purposes.

P13. Garages shall be accessible for parking and labeled as such on the building permit plans.

P14. Overhead garage storage shall be offered as a design option in each of the units.

P15. Provide automatic garage door openers and roll-up garage doors.

P16. Each garage shall be equipped with electrical vehicle charging stations.

P17. HVAC units shall be screened from view along the public right-of-way.

P18. Individual garbage and recycling containers shall be kept out of sight from the public right-of-way and private driveway until collection day.

P19. Applicant shall comply with all the construction and on-going mitigation measures described in the adopted Mitigation Monitoring and Reporting Program (MMRP) to the satisfaction of the Director of Community Development. The Mitigation and Monitoring and Reporting Program shall be included in all construction plan sets.

P20. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved roads) shall be watered two times per day, except on days when rain occurs.

P21. All visible mud or dirt track-out onto the adjacent public right-of-way shall be removed using wet power vacuum street sweeper at least once per day. The use of dry power sweeping shall be prohibited.

P22. Additional dust and noise abatement measures may be on the project site at the discretion of the Community Development Director to provide additional sound attenuation and fugitive dust abatement as described in the project Mitigation Monitoring and Reporting Program. This may include additional noise monitoring and installation of a temporary noise control blanket barrier, if necessary, along building facades facing construction sites if conflicts occurred which are irresolvable by proper scheduling.

P23. ~~In order to be consistent with the greenhouse gas analysis in the project CEQA documents, no natural gas infrastructure shall be installed on the project site. If the developer seeks to install natural gas infrastructure in the future, the developer must first seek an amendment to the PD zoning.~~

P24. Developer shall use reasonable efforts, to the satisfaction of the Director of Community Development, to obtain documentation from the Diocese of the previous church on the site, Saint Mark's, regarding the disposition of the human remains and details as to their new location.

P25. Provide "Right Turn Only During Peak Hours" signage for the project driveway.

P26. Developer to create a memorial to the church (using the Architect William Mays' name) utilizing materials from the church in the memorial if the church is not relocated. Developer is to return to the Historical and Landmarks Commission to present the memorial design.

FIRE

F1. Prior to Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup:

- Department of Toxic Substances Control (DTSC);
- State Water Resources Control Board; or
- Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

F2. Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

F3. Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F4. Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F5. Prior to Building Permit Issuance, any EVAE's or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it

serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment

F6. Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the PCC process. None of these discussions are binding and can only be formally approved through submitting an Alternate Means and Measures (AMM) permit. The AMM permit is formally documenting that and still needs to be submitted.

F7. Please be aware that emergency rescue openings are required for this project per California Residential Code R310 and locations should be on the front or back side of the house (not the side of the house).

PARKS & RECREATION

PR1. This memo assumes the Project is a subdivision and the Quimby Act provisions will apply. The project will generate an estimated 66 residents (2.98 persons/household x 22 units). Based on the Quimby Act standard of 3.0 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 0.1967-acres. The equivalent fee due in lieu of parkland dedication is therefore $1,378,608.

PR2. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR3. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before a project is deemed complete by Planning.

PR4. Dwelling Unit Tax: a dwelling unit tax (DUT) in the amount of $700 is also due based on the number of units and additional bedrooms per City Code Chapter 3.15.

POLICE

PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime. Consider not having any screening material on the fence so passing Police Patrol checks will be able to see into the site.

PD2. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. Consider illuminated numbers during the hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, should be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.

PD3. If the project includes any benches, these benches should not be longer than 5 feet in length and should have arm rests at both ends. If the benches are longer than 5 feet in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends. This helps prevent unlawful lodging and/or skateboarding. Another option to benches could be cubes, knee walls, or other creative types of seating possibilities.

PUBLIC WORKS

ENGINEERING

E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E4. All work within City of San Jose right-of-way shall require a City of San Jose encroachment permit.

E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E6. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E7. Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E8. All storm drain mains and laterals, sanitary sewer mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.

E9. Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.

E10. Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E11. If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E12. Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E13. Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E14. Onsite pathways shall be dedicated as private easements, as needed.

E15. After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor

privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

E16. Pavement treatment shall be 2" grind and overlay with dig-outs for the full street width of Pruneridge Avenue.

E17. Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction

E18. Residential bicycle parking shall be a minimum of 8 Class I spaces (one per 3 dwelling units) and 2 Class II spaces (one per 15 dwelling units) per 2007 VTA Bicycle Technical Guidelines.

E19. Class I and Class II bicycle parking, as defined in SCMC 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible areas.

E20. Submit Vehicle Miles Travel and vehicle trip calculations in accordance with the City transportation policy: https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/transportation-analysis-policy-update

E21. Conduct a trip generation analysis for the project. A local transportation analysis (LTA) will be required if the project generates over 100 net new trips.

E22. Landscape improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.

E23. All on-site structures (including fences) must be clear of Driveway Visibility Clearance Areas per City Standard Detail TR-9.

E24. Replace unused/abandoned driveways with new curb, gutter, and sidewalk.

E25. Design and construct driveway in accordance with City Standard Detail ST-8.

STREETS DIVISION

Landscape

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. No cutting of any part of public trees, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

L3. Identified existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City of Santa Clara prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

Solid Waste

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information. All collection is to occur on private property using individual toters.

SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at

least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/ .

SW4. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

SW5. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW6. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

SW7. All refuse from all residential, commercial, industrial and institutional properties within the city shall be collected at least once a week, unless otherwise approved in writing (SCCC 8.25.120). Garbage service level required for residential developments (single-family and multi-family) as well as motels and hotels shall be no less than twenty (20) gallons per unit. All project shall submit to the Public Works Department the preliminary refuse service level assessment for approval.

Stormwater

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The City reserves the

right to review the 3rd party inspection reports on the C.3 stormwater facilities installation.

ST7. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST8. As-Built drawing shall be submitted to the Public Works Department. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST9. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST10. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Department. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

ST12. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST13. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST14. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST15. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST16. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST17. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

ST18. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.
ST19. The use of architectural copper is discouraged. If such material is used, all wastewater generated by the installation, cleaning, treating, or washing of the surface of copper architectural features, including copper roofs, shall not be discharged to the City's storm drain system.

SILICON VALLEY POWER

EL1. Drive Aisle A should be a 10' U.G.E.E if its only for electric and public tv and cable companies. Install a joint trench with public tv and cable conduits 1' away from the SVP conduits. This clearance only applies if all conduits are installed at the same time. Reference UG1000 standard for joint trench configuration. Phone and cable conduits should be placed on the side closer to the trees.
EL2. Any streetlight foundations that conflict with the new location of the SVP trench along Pruneridge Ave, will need to be relocated further back from the front of curb.
EL3. All streetlighting, low voltage, and fiber systems are to be designed during detailed design.
EL4. All tie-in points shown on the utility plan along with electrical substructure will be needed prior to the removal of the overhead power lines.
EL5. All electrical laterals serving parcels on the south side of Drive Aisle A may need easements if it's a private roadway. All easements for SVP should be a U.G.E.E (underground electric easement).
EL6. Clearances: (Make sure job notes do not conflict with SVP clearance requirements)

a. EQUIPMENT
    i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
    ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
    iii. Eighteen (18) foot minimum width, shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
    iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
        1. Thirty (30) inches from side of equipment sides.
        2. Forty Eight (48) inches in front of access doors.
            a. Barrier Pipes in front of access doors shall be removable.
b. CONDUITS
    i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
    ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
    iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
    iv. Three (3) foot minimum clearance is required between sign-posts, barrier pipes or bollards, fence posts, and other similar structures. (UG1250 sheet 10).
    v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)

vi. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
vii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5' foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.

c. VAULTS/MANHOLES
   i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
   ii. Five (5) foot minimum clearance is required between adjacent conduits.
   iii. Minimum 36" from face of curb, or bollards required.
d. Poles (Electrolier, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
   i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
e. Guy Anchors
   i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).
f. Trees
   i. OH 1230 for Overhead Lines
   ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities

EL7. Reference listed SVP standards for clearances.
   a. Installation of Underground Substructures by Developers
   b. UG1250 – Encroachment Permit Clearances from Electric Facilities
   c. UG0339 – Remote Switch Pad
   d. OH1230 – Tree Clearances From Overhead Electric Lines
   e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities

EL8. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. SVP will do exact design of required substructures after plans are submitted for building permits.

EL9. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL10. Electric service shall be underground. See Electric Department Rules and Regulations for available services.

EL11. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

EL12. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per SVP Standard MS-G7, Rev. 2.

EL13. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

EL14. If the "legal description" (not "marketing description") of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. If they are townhomes or single-family residences, then each unit shall have its own meter,

located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL15. If transformer pads are required, City Electric Department requires an area of 17’ x 16’-2”, which is clear of all utilities, trees, walls, etc. This area includes a 5’-0” area away from the actual transformer pad. This area in front of the transformer may be reduced from an 8’-0” apron to a 3’-0”, providing the apron is back of a 5’-0” min. wide sidewalk. Transformer pad must be a minimum of 10’-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL16. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE’s or electric easements.

EL17. Any relocation of existing electric facilities shall be at Developer’s expense.

EL18. Electric Load Increase fees may be applicable.

EL19. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

EL20. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at $200,000 or more or any series of non-residential private improvements made within a three-year period valued at $200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).

EL21. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be “Open-Transition-Mode”, unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

EL22. Encroachment permits will not be signed off by SVP until Developers Work substructure construction drawing has been completed.

EL23. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publicly-owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1’ clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details.

EL24. Proper clearance must be maintained from all SVP facilities, including a 5’ clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

EL25. Transformers and Switch devices can only be located outdoors. These devices MAY be placed 5’ from an outside building wall, provided that the building wall in that area meets

specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

EL26. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all clearances from equipment and easements. Developer to contact SVP outside of the PCC process for clear definitions of these clearance requirements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. *Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.*

EL27. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

EL28. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

EL29. High Rise Metering and Multi-Floor Infrastructure Requirements
   a. Refer to UG0250 – High Density Residential Metering Requirements
   b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

EL30. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt") and cannot be supported on parking garage ceilings or placed on top of structures.

EL31. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.

EL32. In events where electric load demand exceeds 2MVA or service size exceeds 4000 Amps at 480V for a building, the Customer shall take service at 12KV. If electric load for a single metered location service exceeds 4.5MVA, additional 12KV service(s) may be provided. All 12KV utility connection points terminate at the Customer Switchgear. UGEE easement up to the Customer Switchgear is required, along with an 18' drivable space. 10' working clearance is required in front of and behind the switchgear. 5' working clearance is required on the sides of the switchgear (with no panels). Customer 12KV Switchgear must be located outdoors on "real dirt" unless otherwise agreed upon with SVP. SVP owns and maintains the cable/conduit up to the customer switchgear.

EL33. In events where electric service is provided at 120/208V or 277/480V the utility connection point is at the secondary compartment of SVP transformers. Customer owns and maintains the cable and conduits up to the SVP transformers.

EL34. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

WATER & SEWER

W1. Recycled Water Ready: All onsite plumbing for non-domestic water uses (e.g. irrigation, industrial processes, cooling, etc.) shall be designed for recycled water use and shall comply with all Recycled Water regulations.

W2. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and

Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W3. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12" minimum vertical clearance is maintained.

W4. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12" of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10' from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5' from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W5. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W6. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W7. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W8. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W9. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of

all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W10. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W11. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W12. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W13. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W14. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W15. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation .

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

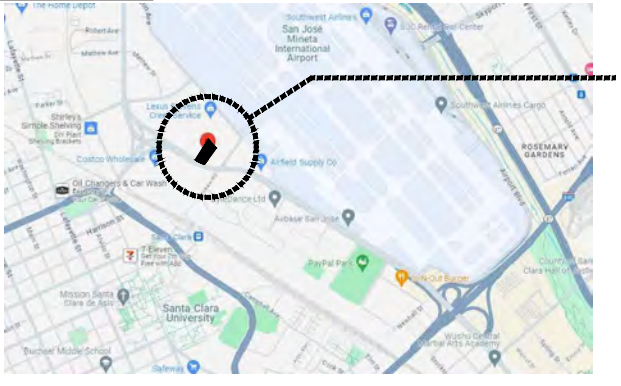
CITY VENTURES
Building It Forward

COLEMAN VILLAGE

1400 COLEMAN AVENUE.
SANTA CLARA, CALIFORNIA

DESIGN REVIEW SUBMITTAL DATE: 11.10.2025

LOCATION MAP



SITE LOCATION

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https://www.kierwright.com/

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PROJECT OVERVIEW

CITY VENTURES TO PRESENT OUR PROPOSAL OF A PREMIER DEVELOPMENT LOCATED AT 1400 COLEMAN AVE IN THE CITY OF SANTA CLARA. THIS COMMUNITY IS DESIGNED TO ENGAGE THE URBAN SETTING WITH THE CREATION OF COLEMAN VILLAGE. THE ARCHITECTURE, URBAN IN NATURE HISTORICALLY REFERENCES THE AREAS INDUSTRIAL AND COMMERCIAL HERITAGE TO SANTA CLARA, WILL OFFER MULTIPLE LIVING EXPERIENCES. THE PROPOSED DEVELOPMENT WILL CAPTURE AN URBAN STYLE FOR FAMILIES TO GROW AND THRIVE. PASEOS AND PRIVATE SPACES HAVE BEEN THOUGHTFULLY DESIGNED TO PROVIDE CONNECTIVITY FOR ALL RESIDENTS TO ENJOY. THE OUTDOOR SPACE WILL PROVIDE A SERENE ENVIRONMENT FOR RESIDENTS TO RELAX, SOCIALIZE, AND ENJOY OUTDOOR ACTIVITIES.
CITY VENTURES IS REQUESTING AN ARCHITECTURAL REVIEW, VESTING TENTATIVE TRACT MAP PERMIT, GENERAL PLAN AMENDMENT, REZONING AND DENSITY BONUS CONCESSION AND WAIVERS

PROPERTY DESCRIPTION
THE PROPERTY LOCATED AT 1400 COLEMAN AVENUE CONSISTS OF APPROXIMATELY 3.78 ACRES. IT IS SURROUNDED BY COMMERCIAL USES CONSISTING OF LARGE FORM 1-2 STORY BUILDINGS AND ASPHALT PARKING LOTS ON ALL SIDES. ACROSS COLEMAN AVENUE AND THE PROPERTY EXISTS A SMALL RETAIL CENTER AND COSTCO. THE PROJECT IS LOCATED WITHIN 0.5 MILES OF THE SANTA CLARA CALTRAIN STATION, A MAJOR TRANSIT STOP AS DEFINED IN SECTION 2115 OF THE PUBLIC RESOURCES CODE, AND PROVIDES TRANSIT CONNECTIONS TO VALLEY TRANSPORTATION AUTHORITY, THE CAPITAL CORRIDOR AND THE ALTAMONT CORRIDOR EXPRESS.
THE PROPERTY IS WITHIN THE SANTA CLARA STATION AREA PLAN AS OF THE DATE OF THIS LETTER, THE SANTA CLARA STATION AREA PLAN IS STILL UNDER DEVELOPMENT BY THE CITY OF SANTA CLARA. AND HAS A GENERAL PLAN USE DESIGNATION OF REGIONAL COMMERCIAL AND IS ZONED LIGHT INDUSTRIAL. THE EXISTING USE OF THE SITE COMMERCIAL AND INCLUDES TWO LARGE COMMERCIAL BUILDINGS THAT ENCUMBER ROUGHLY 32% OF THE SITE. THE LARGEST BUILDING SITS AT THE CENTER OF THE SITE WITH THE SECOND RECTANGULAR STANDALONE BUILDING AT THE FAR NORTH END OF THE SITE. THE BUILDINGS ARE SURROUNDED BY ASPHALT PARKING.

PROJECT PROPOSAL
THE PROJECT WILL HOST A WIDE RANGE OF HOME OPTIONS TO HELP ATTRACT ENTRY LEVEL AND THE MISSING MIDDLE HOMEOWNERS WITH 142 FOR-SALE SOLAR ALL-ELECTRIC ATTACHED 4-STORY TOWNHOME STYLE HOMES. THE TOWNHOMES RANGE IN SIZE FROM 377 SQUARE FEET TO 2,003 SQUARE FEET. THE HOMES INCLUDE ONE AND TWO-CAR PRIVATE GARAGE AND THE SITE WILL INCLUDE SURFACE PARKING FOR ITS RESIDENTS AND GUESTS.
ACCESS TO THE PROJECT WILL BE VIA A 26-FOOT-WIDE *PEDESTRIAN ORIENTED* URBAN STREETSCAPE WITH BENCHES, PAVERS AND TREES LOCATED AT THE CENTER OF THE PROJECT. SMALLER DRIVE AISLES AND LANDSCAPED PASEOS CONNECT TO THE URBAN STREETSCAPE TYING ALL THE HOMES BACK TO COLEMAN FOR A SEAMLESS CONNECTION.
THE PROJECT CONTAINS SEVERAL CURATED COMMUNITY GATHERING PLACE FOR ITS RESIDENTS. AT THE NORTHEAST QUADRANT OF THE SITE, A COMMUNITY GARDEN WITH RAISED PLANTER AND A STONE FRUIT ESPALIER WILL BE PROVIDED. AN ENCLOSED DOG PARK WILL BE INCLUDED ADJACENT TO COMMON AREA LANDSCAPE. ALONG THE SOUTHEAST QUADRANT OF THE SITE AN OUTDOOR SEATING AREA WITH A SHADE STRUCTURE AND BARBECUES WILL BE PROVIDED. LASTLY, AT THE CENTER OF THE SITE, A LANDSCAPE COMMON AREA IS PLANNED OFF THE URBAN STREETSCAPE FOR GENERAL COMMUNITY PROGRAMMING.

LAND USE

THE PROJECT IS PROPOSING A GENERAL PLAN (GP) AMENDMENT FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL (37-50 UNITS/ACRE) AND A REZONE FROM ML-LIGHT INDUSTRIAL TO HIGH DENSITY RESIDENTIAL R4 (37-60 UNITS/ACRE). THE PROJECT IS A HOUSING DEVELOPMENT PROJECT WITHIN THE MEANING OF GOVERNMENT CODE SECTION65589.5(H)(2) AND HAS BEEN DESIGNED TO COMPLY WITH VISION OF THE AREA. THE PROJECT QUALIFIES FOR A MITIGATED NEGATIVE DECLARATION CONSISTENT WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AS THE PROJECT WOULD NOT RESULT IN A SIGNIFICANT AND UNAVOIDABLE IMPACT UNDER PUBLIC RESOURCES CODE SECTION 21064.5 AND QUALIFIES TO BE EXEMPT FROM PARKING REQUIREMENTS PER ASSEMBLY BILL NO. 2097 AND GOV. CODE SECTION 65863.2.

AFFORDABLE HOUSING AND STATE DENSITY BONUS LAW

THE PROJECT WILL BE PROVIDING ON-SITE AFFORDABLE HOUSING 20% OF THE FOR-SALE DWELLING UNITS BEING RESTRICTED FOR VERY LOW, LOW- AND MODERATE-INCOME HOUSEHOLDS.

AS A RESULT OF THE INCLUSION OF AT LEAST 10% OF THE UNITS IN THE FOR-SALE DEVELOPMENT RESTRICTED TO MODERATE INCOME, THE PROJECT IS ELIGIBLE FOR WAIVERS AND REDUCTIONS TO DEVELOPMENT STANDARDS THAT HAVE THE EFFECT OF PHYSICALLY PRECLUDING THE CONSTRUCTION OF A DEVELOPMENT (GC SECTION 65915(B)1)) AND INCENTIVES OR CONCESSIONS (GC SECTION 65915(D)(1) PURSUANT TO STATE DENSITY BONUS LAW. CITY VENTURES IS PROPOSING WAIVERS AND A CONCESSION AS DEFINED ON PROJECT OVERVIEW SHEETS, WHILE RESERVING THE RIGHT TO USE ADDITIONAL WAIVERS IN THE FUTURE.

WE ARE EXCITED TO COLLABORATE WITH THE CITY OF SANTA CLARA TO PURSUE A PROJECT THAT WILL BRING VIBRANCY AND MUCH-NEEDED HOUSING TO THE NEIGHBORHOOD. WE LOOK FORWARD TO BRINGING THIS COMMUNITY TO FRUITION. WE LOOK FORWARD TO WORKING WITH THE CITY TO ADDRESS THE CRITICAL NEED FOR NEW HOUSING WITH SOLAR ALL ELECTRIC TOWNHOME STYLE UNITS.

DENSITY BONUS

CONCESSIONS	APPLICANT RESERVES THE RIGHT TO REQUEST ADDITIONAL INCENTIVES AND WAIVERS AS ALLOWED UNDER SDBL	
WAIVERS	SANTA CLARA CITY CODE 18.10 R-4 DEVELOPMENT STANDARDS	
	REQUIRED	PROPOSED
SIDE SETBACK	10 FT.	5 FT.
REAR SETBACK	20 FT.	9 FT.
LENGTH OF DRIVEWAY	20 FT.	3 FT.
PRIVATE OPEN SPACE	60 SQ. FT. / UNIT	PLANS 1 & 2 PROVIDE NO OPEN SPACE
COMMON OPEN SPACE	200 SQ. FT. / UNIT = 28,600 SQ. FT.	19,600 SQ. FT.
	SANTA CLARA CITY CODE 18.38 OFFSTREET PARKING REGULATIONS	
TWO AND THREE BEDROOM UNITS (0.5) SPACES/ UNIT UNBUNDLED	98 UNITS X 0.5 = 49	2 SPACES

PROJECT DATA

1400 COLEMAN AVENUE, SAN CLARA, CA 945050
APN: 230-05-021

	EXISTING - REQUIRED	PROPOSED
GENERAL PLAN	REGIONAL COMMERCIAL	HIGH DENSITY RESIDENTIAL
ZONING	ML - LIGHT INDUSTRIAL	HDR / R-4
SITE AREA	8500 SQ. FT.	GROSS:3.79 AC/165,092 SF(NET: 3.2 AC)
STRUCTURE COVERAGE (>10,000 SF)	12,719 SQ. FT. = 7.8%	40,126 SQ. FT. = 25.3%
DENSITY	37-50 DUA = 141 UNITS MIN.	142 UNITS / 37.7 DUA GROSS
TOTAL DWELLING UNITS	142 UNITS	
NO. EXST'G BLDGS /NO. PROPOSED BLDGS	(1) EXISTING BUILDING / (12) PROPOSED BUILDINGS	
FEMA FLOOD ZONE	ZONE X - AREA WITH REDUCED FLOOD RISK DUE TO LEVEE	
OCCUPANCY	-	
RESIDENTIAL /GARAGE	R2 / U	
CONSTRUCTION TYPE	-	
4- STORY RESIDENTIAL	VA	
ACCESSIBLE UNITS	10% OF MULTISTORY DWELLING UNITS =10% (142) = 15 UNITS	15 UNITS LOCATION SEE SP
R-4 ZONING STANDARDS		
	REQUIRED	PROPOSED
MAX. BUILDING HEIGHT	80'	±50 FT
MAX. STORIES	8	4 STORIES
REQUIRED SETBACKS		
	REQUIRED	PROPOSED
SETBACKS		
FRONT	10'	14' MIN.
SIDE INTERIOR	10'	*5'
REAR	20'	*9'
LENGTH OF DRIVEWAY APPROACH	20'	*3'
RECREATION SPACE FOR MULTIFAMILY DWELLINGS		
PRIVATE RECREATION	60 SQ. FT./UNIT	*PLANS 4 & 5 MEET STANDARDS. PLANS 1 & 2 DO NOT PROVIDE PRIVATE OPEN SPACE. SEE UNIT DATA
COMMON RECREATION SPACE	200 SQ. FT. X 142 UNITS = 28,400 SQ. FT.	9,550 + 3,860 + 4,200 = *17,600 SQ. FT.
AUTO PARKING (SEE SHEET PI - 0.2 FOR MORE DETAILED INFORMATION)		
	REQUIRED	PROPOSED
PRIVATE GARAGE PARKING	1 SPACE / UNIT @ STUDIO / 1BD	(82)2-CAR /(30)1- CAR= 194 TOTAL
RESERVED OPEN SURFACE PARKING	1.5 SPACES/UNIT @ 2-3 BD	38 TOTAL
GUEST PARKING	(1 ASSIGNED 0.5 UNBUNDLED)	1 TOTAL
TOTAL	1.0 X 42 UNITS = 42 SPACES 1.5 X 101 UNITS = 152 SPACES 0.05 X 143 = 7 (G) SPACES 201 TOTAL SPACES REQ'D	233 TOTAL SPACES PLUS 1 EV SPACE AND 1 CAR SHARE SPACE
BICYCLE PARKING (SEE SHEET PI - 1.1 FOR INFORMATION)		
FIRE PROTECTION - TOWNHOME UNITS		
FIRE SPRINKLER	NFPA - 13	

* STATE DENSITY BONUS LAW PROPOSED AND WAIVERS REQUESTED.

AFFORDABLE HOUSING PLAN

AFFORDABLE HOUSING	REQUIRED TOTAL	AFFORDABILITY LEVEL	BMR UNITS BY TYPE				UNIT TOTALS
			STUDIO	1BD/1BA	2 BD/1 BA	3BD/3BA	
20% DENSITY BONUS APPLICATION	(0.20 X 142 UNITS) = 29 UNITS	COMBINATION OF VERY LOW, LOW & MODERATE AREA MEDIUM INCOME	8	7	6	8	29

UNIT SUMMARY

TOWNHOMES / MARKET RATE

PLAN NO.	BDRM	BATH	TOT. UNITS	TOT. BDRM	TOT. LIVING	COMMON STAIR/ UTILITY	GARAGE	DECKS	PARKING	UNIT LIV SF/ PLAN TYPE	GARAGE TOTAL SF	DECK TOTAL SF	GROSS SF
PLAN 1A.1	1	1	11	11	827	343	360	0	1	9097	3960	0	13057
PLAN 1A.2	1	1	11	11	827	0	304	0	1	9097	3344	0	12441
PLAN 1B (ST)	0	1	22	0	377	0	0	0	0	8294	0	0	8294
PLAN 2A	2	1	8	16	998	364	364	0	1	7984	2912	0	10896
PLAN 2B (ST)	0	1	8	0	452	0	0	0	0	3616	0	0	3616
PLAN 4	3	2	31	93	1532	0	461	52	2	47492	14291	1612	63395
PLAN 4X ADA OPTIONAL BD 4	3	2.5	10	30	1843	0	652	70	2	18430	6520	700	25650
PLAN 5 OPTIONAL BD 4	3	2.5	41	123	2003	600	461	77	2	82123	18901	3157	104181
	TOWNHOME TOTAL		142	284						186133	49928	5469	241530

BLDG. UNIT SUMMARY

BLDGS.	PLANS								TOTAL UNITS
	PLAN 1A.1	PLAN 1A.2	PLAN 1B	PLAN 2A	PLAN 2B	PLAN 4	PLAN 4X	PLAN 5	
BLDG. A 10 UNITS	-	-	-	-	-	5	-	5	10
BLDG. B 10 UNITS	-	-	-	-	-	3	2	5	10
BLDG. D 10 UNITS	-	-	-	-	-	3	2	5	10
BLDG. E 10 UNITS	-	-	-	-	-	3	2	5	10
BLDG. F 14 UNITS	1	1	2	1	1	2	2	4	14
BLDG. G 14 UNITS	1	1	2	1	1	2	2	4	14
BLDG. H 8 UNITS	-	-	-	-	-	4	-	4	8
BLDG. J 8 UNITS	-	-	-	-	-	4	-	4	8
BLDG. K 10 UNITS	2	2	4	1	1	-	-	-	10
BLDG. L 20 UNITS	4	4	8	2	2	-	-	-	20
BLDG. M 18 UNITS	3	3	6	3	3	-	-		18
BLDG. N 10 UNITS	-	-	-	-	-	5	-	5	10
TOTAL	11	11	22	8	8	31	10	41	142

BUILDING AREA SUMMARY

BLDGS.					TOTAL AREA
	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	FOURTH FLOOR	
BLDG. A 10 UNITS	5884	5900	5444	5185	22413
BLDG. B 10 UNITS	5884	5900	5444	5185	22413
BLDG. D 10 UNITS	5884	5900	5444	5185	22413
BLDG. E 10 UNITS	5884	5900	5444	5185	22413
BLDG. F 14 UNITS	5940	6190	6100	5914	24144
BLDG. G 14 UNITS	5940	6190	6100	5914	24144
BLDG. H 8 UNITS	4710	4723	4351	4207	17991
BLDG. J 8 UNITS	4710	4723	4351	4207	17991
BLDG. K 10 UNITS	2184	2356	2356	2356	9252
BLDG. L 20 UNITS	3993	4726	4726	4726	18171
BLDG. M 18 UNITS	4096	4409	4409	4409	17323
BLDG. N 10 UNITS	5884	5900	5444	5185	22413
TOTAL	40126	40703	38327	36775	241081

NOTES:

- ALL AREAS CALCULATED ARE GROSS

COLEMAN VILLAGE

CITY VENTURES

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SANTA CLARA, CALIFORNIA 95050

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HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

PROJECT INFORMATION

PI – 0.1

SCALE: NTS

DATE: 11.10. 2025

PROJECT: 317082

PROJECT PARKING

	CALIF. CODES	SANTA CLARA CODE	PROPOSED	NOTES
PARKING		TABLE 3.3 - RESIDENTIAL MULTIFAMILY		
STUDIO / 1BD - 52 UNITS		1 SPACE / UNIT = 52 SPACES	52 UNITS W/ 22 COVERED & 30 OPEN SURFACE ASSIGNED	52 SPACES
2 / 3 BD UNITS - 90 UNITS		1.5 SPACES PER UNIT / 1 ASSGN'D _0.5 UNBUNDLD (90 UNITS)(1.5) = 135 SPACES	COV.-2/UNIT @ 82 UNITS = 164 COV.- 1/UNIT @ 8 UNITS = 8 OPEN SURFACE ASSIGNED - 8 SPACES 180 SPACES	180 SPACES
GUEST		N/A	1 SPACES	1 SPACES
TOTAL PARKING		194 SPACES	194 GARAGE SPACES 39 SURFACE SPACES 246 TOTAL	234 TOTAL SPACES
ACCESSIBILITY				
ASSIGNED	CBC SECT. 1109A.4 2% OF ASSIGNED SPACES x 232 SPACES = 4.64 = 5 SPACES	N/A	5 SPACES	LOCATION TO BE FINALIZED AT CONSTRUCTION DOCUMENTS PHASE
UNASSIGNED	CBC SECT. 1109A.5 5% OF SPACES x 2 SPACES =1 SPACES	N/A	1 SPACE	SEE SP
EV SPACE		-		
RESIDENTIAL				
CAPABLE	CAL GRN SECT. 4.106.4.2.2 10% OF SPACES x 234 = 23.4 SPACES = 24	-	24 SPACES	LOCATION TO BE FINALIZED AT CONSTRUCTION DOCUMENTS PHASE
READY	CAL GRN SECT. 4.106.4.2.2 25% OF SPACES x 234 =59 SPACES	-	59 SPACES	LOCATION TO BE FINALIZED AT CONSTRUCTION DOCUMENTS PHASE
CHARGER	CAL GRN SECT. 4.106.4.2.2 5% OF SPACES x 234 = 11.7 SPACES = 12	-	12 SPACES	LOCATION TO BE FINALIZED AT CONSTRUCTION DOCUMENTS PHASE
BICYCLE				
RESIDENTIAL				
SHORT TERM (CLASS II VISITOR)	CAL GRN. A4.106.9.1 (VOLUNTARY) 5% OF GUEST PRKG = 5% x 2 SPACES = 0.1 = 1 SPACES	TABLE 3.4 1 PER 20 UNITS =7.15 = 7 SPACES	7 SPACES	SEE LANDSCAPE PLANS
LONG TERM (CLASS I IN UNIT)	CAL GRN. A4.106.9.3 (VOLUNTARY) 1/ UNIT = 142 = 142 SPACES	TABLE 3.4 1 PER UNIT TOWNHOMES - 1 PER UNIT W/ ELECTRICAL OUTLET PODIUM - BIKE ROOMS REQUIRED WITH 1 OUTLET PER 10 BIKES AND A REPAIR STATION	1 SPACE / UNIT IN EACH GARAGE PROVIDED = 112 SPACES	112 SPACES WITHIN GARAGES WITH 30 STUDIOS IN SHARED GARAGE = 142

BLDG. AUTO PARKING SUMMARY

BLDG	PLAN	COVERED GARAGE PARKING	OPEN SURFACE PARKING - ASSIGNED	TOTAL SPACES/ BUILDING	TOTAL AL BUILDINGS
8 PLEX (2 BLDGS. H & J)					
- (4) 3 BEDROOM	PLAN 4 - 2 T /UNIT	8	0	16	32
- (4) 3 BEDROOM	PLAN 5 - 2 T / UNIT	8	0		
10 PLEX (5 BLDGS. A, B, D, E & N)					
- (5) 3 BEDROOM	PLAN 4 - 2 T /UNIT	10	0	20	100
- (5) 3 BEDROOM	PLAN 5 - 2 T / UNIT	10	0		
10 PLEX W/ STUDIO (1 BLDG. K)					
- STUDIO	STUDIOS - 5 UNITS	0	5	11	11
- 1 BEDROOM	PLAN 1 - 4 UNITS	4	0		
- 2 BEDROOM	PLAN 2 -1 UNIT	1	1		
14 PLEX (2 BLDGS F & G)					
- STUDIO	STUDIO -3 UNITS	0	3	23	46
- 1 BEDROOM	PLAN 1 - 2 UNITS	2	0		
- 2 BEDROOM	PLAN 2 - 1 UNIT	1	1		
- 3 BEDROOM	PLAN 4 - 4 UNITS	8	0		
- 3 BEDROOM	PLAN 5 - 4 UNITS	8	0		
18 PLEX (1 BLDG. M)					
- STUDIO	STUDIO - 9 UNITS	0	9	21	21
- 1 BEDROOM	PLAN 1 - 6 UNITS	6	0		
- 2 BEDROOM	PLAN 2 - 3 UNIT	3	3		
20 PLEX (1 BLDG L)					
- STUDIO	STUDIO -10 UNITS	0	10	22	22
- 1 BEDROOM	PLAN 1 - 8 UNITS	8	0		
- 2 BEDROOM	PLAN 2 - 2 UNIT	2	2		
GUEST			2		1
GUEST EV					1
CAR SHARE					1
TOTAL PARKING					235

REACH CODE ELECTRIC VEHICLE PARKING
FOR MULTIFAMILY HOUSING

- OVER 20 UNITS WITH ASSIGNED PARKING ON THE PROJECT (142 UNITS)
  - FIRST 20 DWELLINGS - ONE LVL2 READY PER DWELLING
  - 25% OF REMAINING UNITS WITH ASSIGNED SPACES - LVL2 READY
  - 75% OF REMAINING UNITS WITH ASSIGNED SPACES - LP LVL2 READY
  - AFFORDABLE UNITS WITH PARKING - 10% LVL2 READY, 90% LVL1 READY

COLEMAN VILLAGE

CITY VENTURES

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SANTA CLARA, CALIFORNIA 95050

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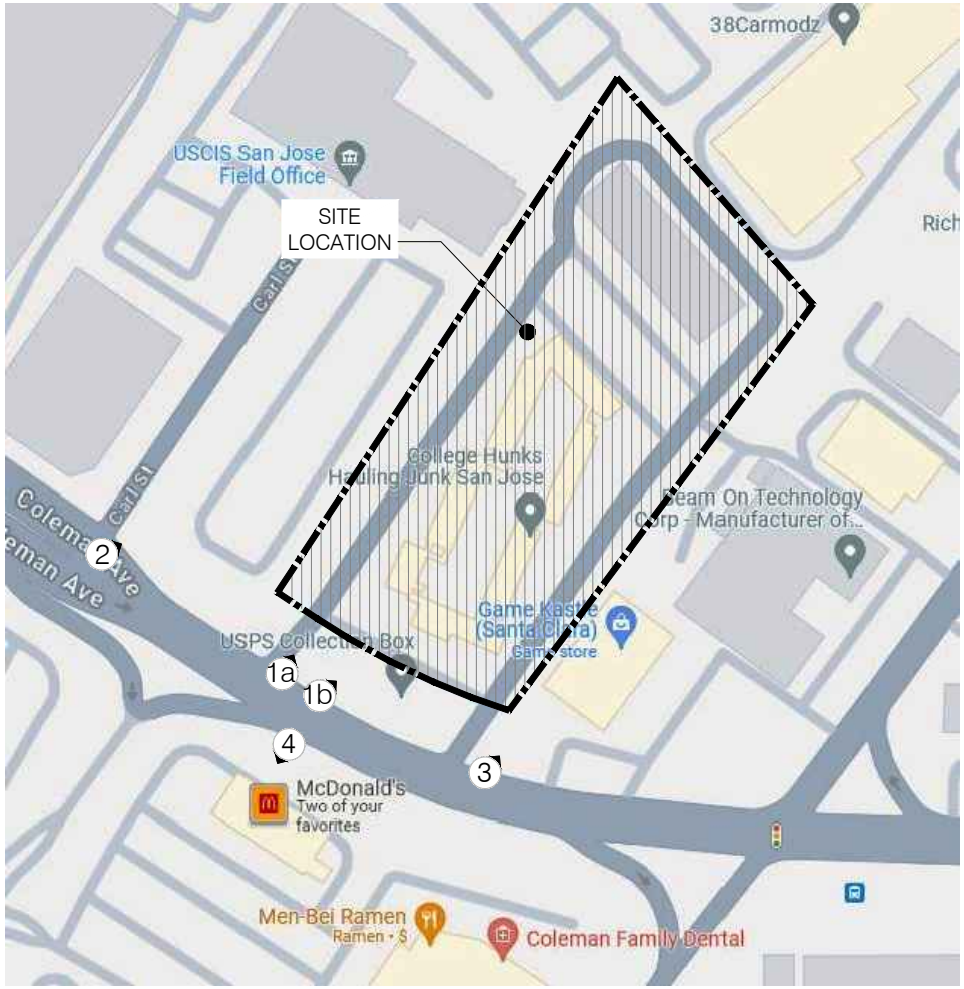
KIER+WRIGHT

PROJECT INFORMATION

PI—0.2

SCALE: NTS
DATE: 11.10. 2025
PROJECT: 317082



VICINITY MAP

VIEW NO. 1a - LOOK IN TO SITE LOCATION

VIEW NO. 1b - LOOK IN TO SITE LOCATION

VIEW NO. 4 - ACROSS THE STREET NEIGHBOR FROM COLEMAN AVE.

VIEW NO. 2 - RIGHT SIDE NEIGHBOR FROM CORNER OF COLEMAN AND CARL LOOKING TO PARKING AREA

VIEW NO. 3 - LEFT SIDE NEIGHBOR FROM COLEMAN AVE. LOOKING TO JB TROPHIES & CUSTOM FRAMES

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VICINITY MAP & NEIGHBORHOOD PHOTOS

PH–1

SCALE: NTS

DATE: 11.10. 2025

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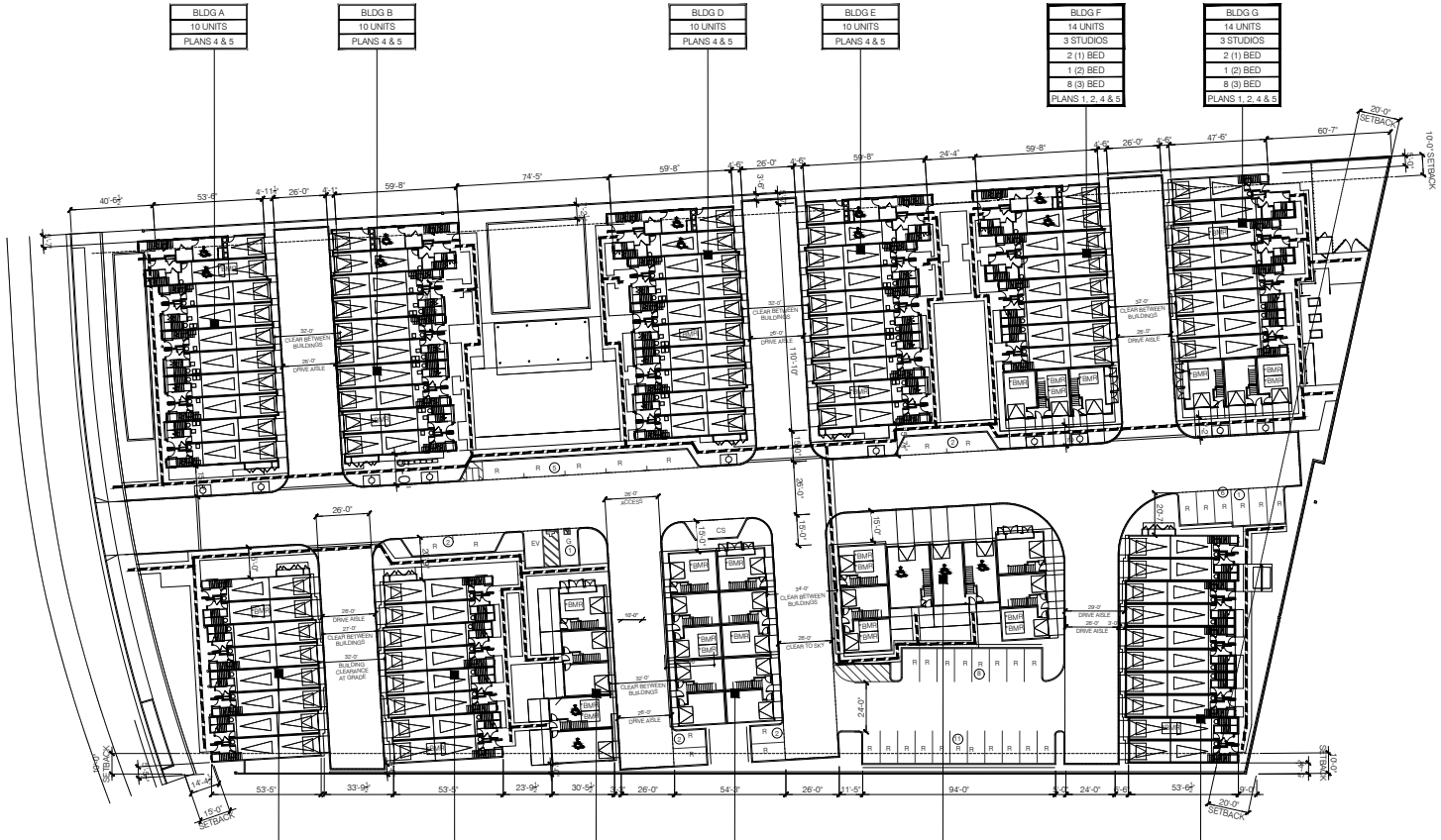
CONCEPTUAL ILLUSTRATIVE SITE PLAN

SP1.1

SCALE: NTS

DATE: 11.10. 2025

PROJECT: 317082



BLDG LEGEND

BLDG
X UNITS

BLDG NUMBER

TOTAL UNIT

BLDG TYPES
RESIDENTIAL ROWHOUSE STYLE CONDOMINIUM

ADA UNIT NOTE:
10% OF THE TOTAL UNIT WILL BE ACCESSIBLE
- 142 TOTAL UNITS PROPOSED X 10% = 15 ACCESSIBLE UNI

GENERAL NOTE:
FOR ACCESSIBLE ROUTE AND GARBAGE TRUCK INFO SEE CIVIL DRAWING.
FOR BIKE PARKING INFO, SEE LANDSCAPE DRAWING.

BMR = LOCATION OF BMR UNITS
(2) BOXES INDICATE BOTH STACKED UNITS ARE BMR UNITS

= LOCATION OF ACCESSIBLE UNITS

= ACCESSIBLE ROUTE

UNIT SUMMARY

(22)-	PLAN 1A	827 SQ. FT.	1BD
(22)-	PLAN 1 B	377 SQ. FT.	STUDIO
(8)-	PLAN 2A	998 SQ. FT.	2-BED
(8)-	PLAN 2B	452 SQ. FT.	STUDIO
(41)-	PLAN 4	1,530 SQ. FT.	3-BED
(41)-	PLAN 5	2,000 SQ. FT.	3-BED

(142) TOTAL UNITS

BUILDING AND SITE SUMMARY

SITE AREA : 3.79 ACRES GROSS/3.2 ACRES NET

(1) - 20 UNIT BLDG	20 UNITS
(1) - 18 UNIT BLDG	18 UNITS
(2) - 14 UNIT BLDGS	28 UNITS
(6) - 10 UNIT BLDGS	60 UNITS
(2) - 8 UNIT BLDGS	16 UNITS
TOTAL	142 UNITS

3.79 ACRE SITE
142 UNITS / 3.79 AC = 37.46 DUA

PARKING
- EXTERIOR SURFACE PARKING
  - 30 DEDICATED TO STUDIOS
  - 8 DEDICTED TO 2-BEDROOM UNITS
  - 1 GUEST SPACES
  - 39 TOTAL SURFACE PARKING
- UNIT GARAGE PARKING
  - 30 SINGLE CAR GARAGES
  - 82 (2) CAR GARAGES (164 TOTAL)
  - 194 TOTAL GARAGE SPACES
- 233 TOTAL SPACES
- PLUS ONE SURFACE EV
- PLUS ONE RIDE SHARE SPACE
- 235 TOTAL SPACES

NORTH

0 30' 60' 90'

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CONCEPTUAL SITE PLAN

SP1.2

SCALE: 1" = 30'-0"

DATE: 11.10. 2025

PROJECT: 317082

COLEMAN AVE. STREETSCAPE

COLEMAN VILLAGE

CITY VENTURES

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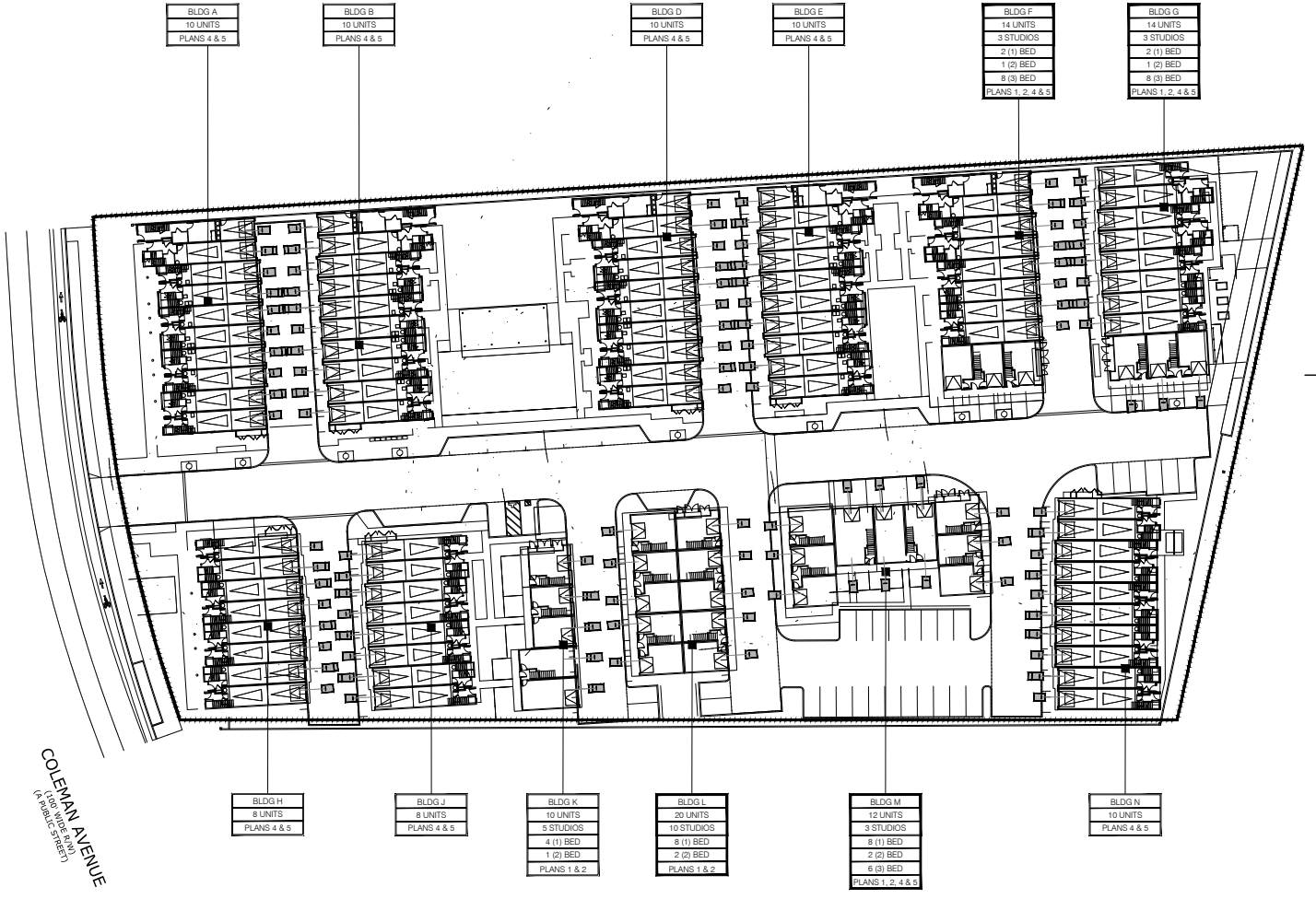
COLEMAN AVE. CONCEPTUAL STREETSCAPE

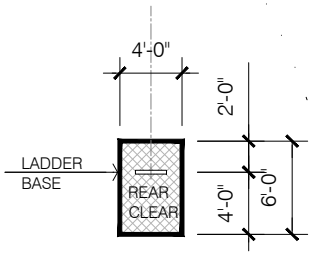
SS–1.0

SCALE: N.T.S.

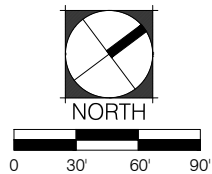
DATE: 11.10. 2025

PROJECT: 317082





LADDER PAD



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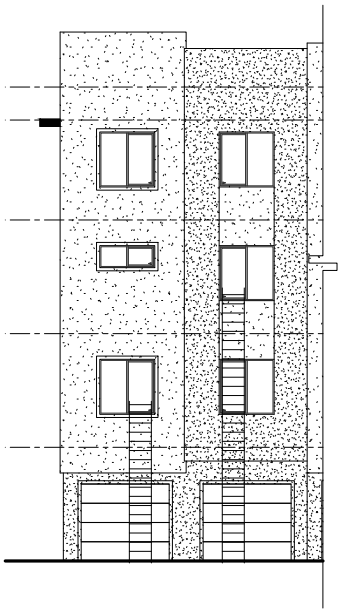
FIRE SAFETY SITE PLAN - LADDER PAD

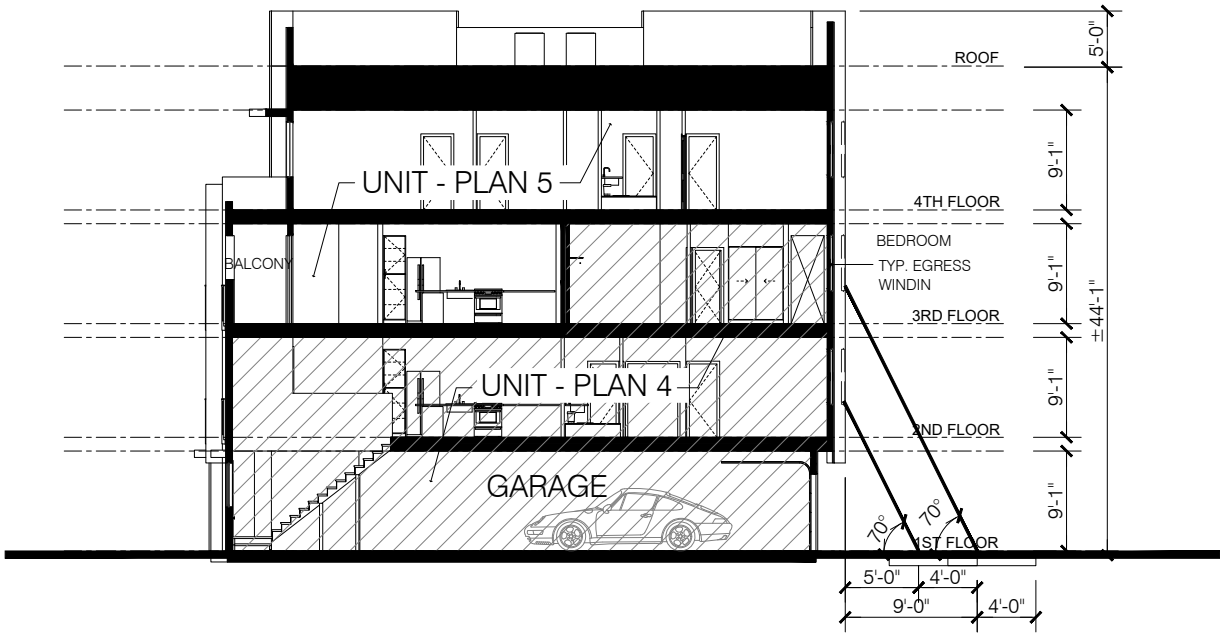
FS–1.0

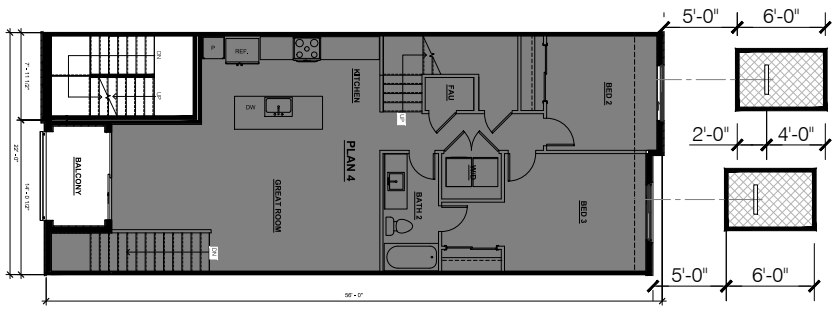
SCALE: 1" = 30'-0"

DATE: 11.10. 2025

PROJECT: 317082

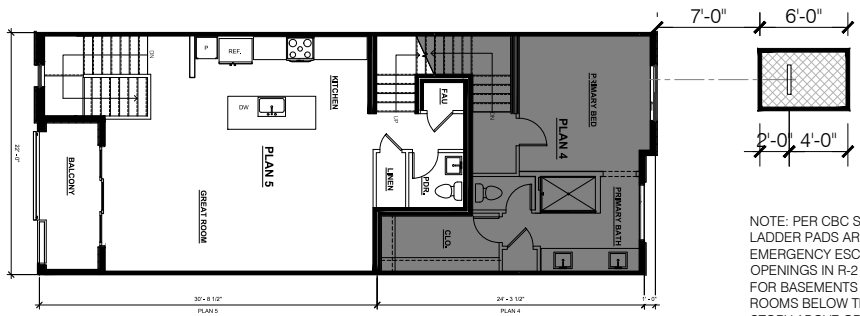






2ND FLOOR PLAN

PLAN 4 & 5



3RD FLOOR PLAN

PLAN 4 & 5

NOTE: PER CBC SECTION 1031.2, LADDER PADS ARE PROVIDED FOR EMERGENCY ESCAPE AND RESCUE OPENINGS IN R-2 OCCUPANCIES FOR BASEMENTS & SLEEPING ROOMS BELOW THE FOURTH STORY ABOVE GRADE PLANE.

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FIRE SAFETY - LADDER PAD DIAGRAM

FS-1.1

SCALE: 1/4" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082

ELEVATION LEGEND

1	STUCCO 1	5	VERTICAL SIDING 3
2	STUCCO 2	6	BRICK VENEER
3	VERTICAL SIDING 1	7	METAL RAILING/ FRONT DOOR
4	VERTICAL SIDING 2		

MATERIAL SPECIFICATIONS

STUCCO FINISH - 16/20 for Bldg B , D, E, F, G, J, K, L, M and N. Finish for Bldg A & H TBD

VERTICAL SIDING - TruExterior (VERTICAL NICKEL GAP)

BRICK VENEER - McNear Cotswold

TRIM/ PARAPET CAP - SAME AS STUCCO/ SIDING COLOR

WINDOWS - GREY VINYL

GARAGE DOORS - FLUSH METAL ROLL UP

FRONT DOORS - FIBERGLASS W/ GLASS

LIGHT FIXTURE -
VISUAL COMFORT & CO._ VEX 12 OUTDOOR WALL OR EQUAL

NOTE: ALL MATERIAL ARE AS SPECIFIED OR EQUAL

LEFT ELEVATION

FRONT ELEVATION

REAR ELEVATION

RIGHT ELEVATION

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BUILDING MATERIALS & FINISHES

A1.0.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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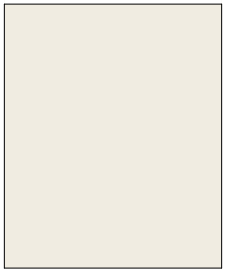
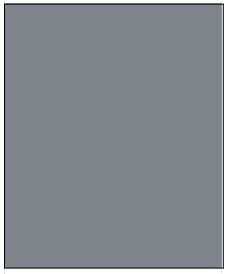


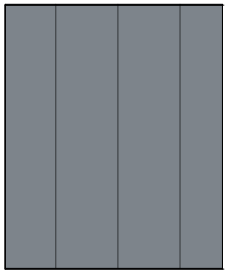
1 STUCCO 1

SW 7551 - GREEK VILLA OR EQUAL
TBD FINISH (for buildings along Coleman Ave)
Other buildings - 16/20 Finish



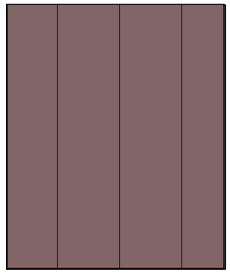
2 STUCCO 2

SW 6256 - SERIOUS GRAY OR EQUAL
TBD FINISH (for buildings along Coleman Ave)
Other buildings - 16/20 Finish



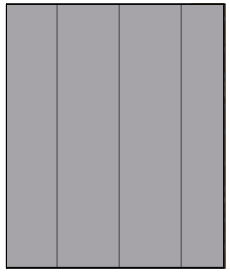
3 VERTICAL SIDING 1

SW 6256 - SERIOUS GRAY OR EQUAL



4 VERTICAL SIDING 2

SW 0004 - ROSE BROCADE OR EQUAL



5 VERTICAL SIDING 3

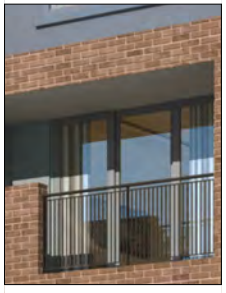
SW 6262 - MYSTERIOUS MAUVE OR EQUAL

6 BRICK VENEER

McNear - COTSWOLD

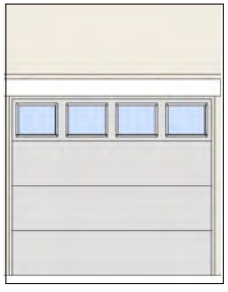
7 ENTRY DOORS

FLUSH METAL ROLL UP
BRONZE



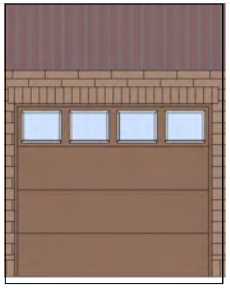
8 METAL RAILING

BRONZE OR EQUAL



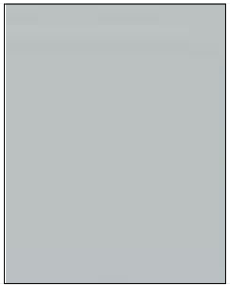
9 GARAGE DOORS

FLUSH METAL ROLL UP
WHITE



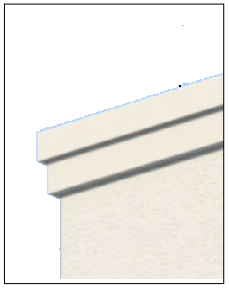
10 GARAGE DOORS

FLUSH METAL ROLL UP
BROWN



11 VINYL WINDOWS

MILGARD SILVER OR EQUAL



12 TRIM/ PARAPET CAP

SAME AS STUCCO/ SIDING COLOR

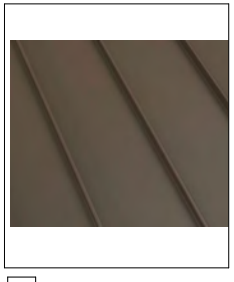
BLDG A _ FRONT ELEVATION ALONG COLEMAN AVE

13 THIN BRICK SOLDIER

McNear - COTSWOLD OR EQUAL

14 LIGHT FIXTURE

VISUAL COMFORT & CO._ VEX 12 OUTDOOR WALL OR EQUAL



15 STANDING SEAM METAL ROOF

BRONZE

NOTE: ALL MATERIAL ARE AS SPECIFIED OR EQUAL

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KIER+WRIGHT

MATERIALS COLOR BOARD

A1.0.2

Scale: As indicated
Date: 11/10/2025
Project Number: 317082

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LEFT ELEVATION

FRONT ELEVATION

RIGHT ELEVATION

REAR ELEVATION

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CONCEPTUAL ELEVATIONS_8 PLEX

A1.2.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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LEFT ELEVATION

FRONT ELEVATION

REAR ELEVATION

RIGHT ELEVATION

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CONCEPTUAL ELEVATIONS_10 PLEX

A1.3.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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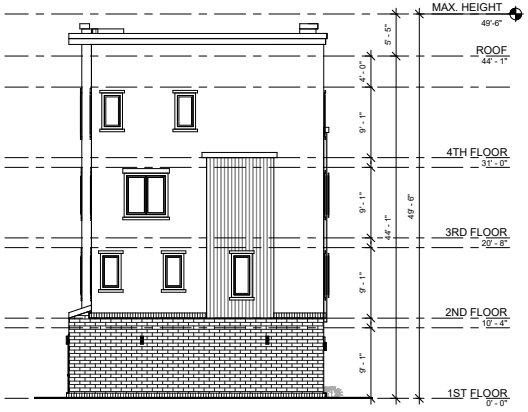
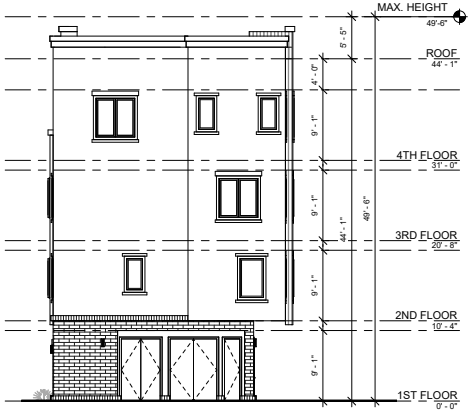


BLDG K - SIDE ELEVATION

BLDG K - FRONT



BLDG K - STREET ELEVATION

BLDG K - REAR ELEVATION

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CONCEPTUAL ELEATIONS_10 PLEX W STUDIO

A1.4.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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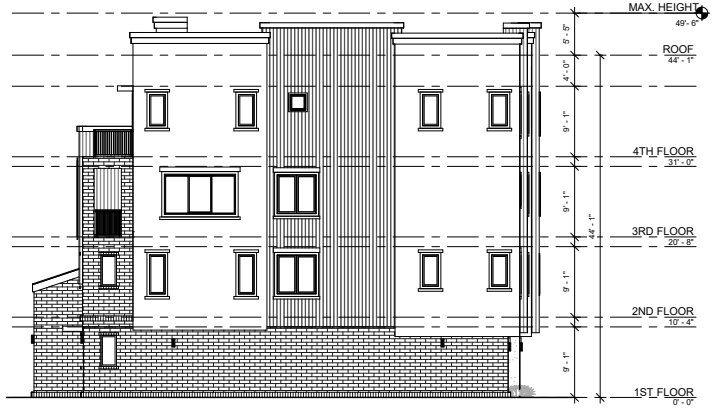
BLDG G - RIGHT

BLDG G - FRONT



BLDG G - LEFT

BLDG G - REAR

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CONCEPTUAL ELEVATIONS_14 PLEX

A1.5.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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BLDG M - LEFT ELEVATION1

BLDG M - FRONT ELEVATION

BLDG M - RIGHT ELEVATION

BLDG M - REAR ELEVATION

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CONCEPTUAL ELEVATIONS_18 PLEX

A1.6.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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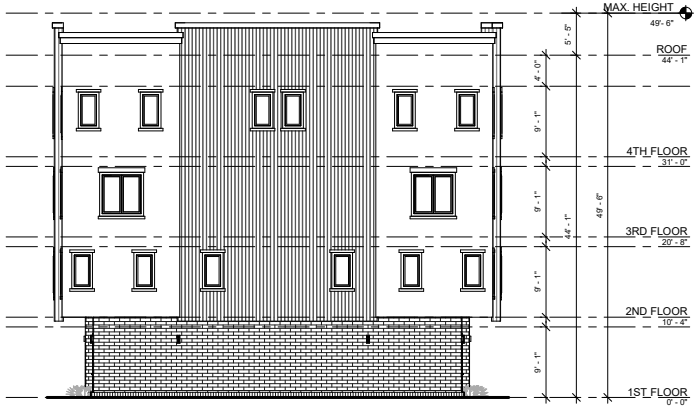

BLDG L - SIDE ELEVATION

BLDG L - FRONT ELEVATION 2

BLDG L - STREET SIDE ELEVATION

BLDG L - FRONT ELEVATION

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CONCEPTUAL ELEVATIONS_20 PLEX

A1.7.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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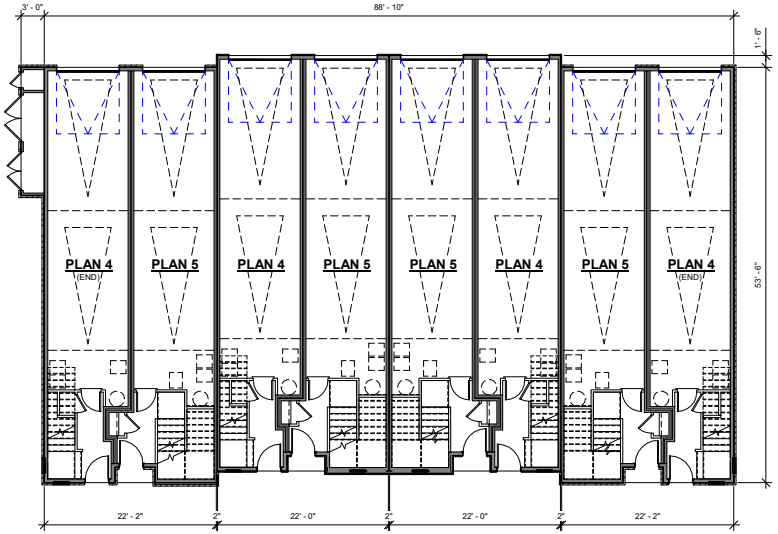

1ST FLOOR PLAN

BLDG H (BLDG J - REVERSED)

COLEMAN VILLAGE

CITY VENTURES

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CONCEPTUAL 1ST FLOOR PLAN_8 PLEX

A2.2.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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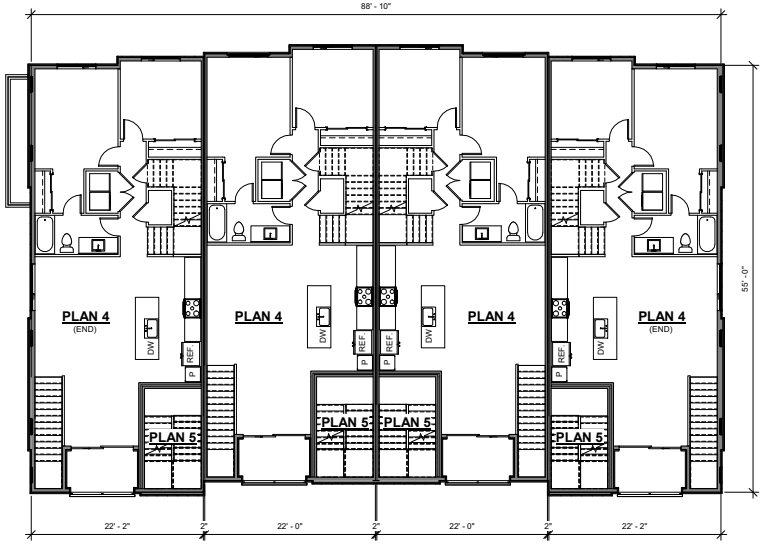

2ND FLOOR PLAN

BLDG H (BLDG J - REVERSED)

COLEMAN VILLAGE

CITY VENTURES

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SANTA CLARA, CALIFORNIA 95050

CONCEPTUAL 2ND FLOOR PLAN_8 PLEX

A2.2.2

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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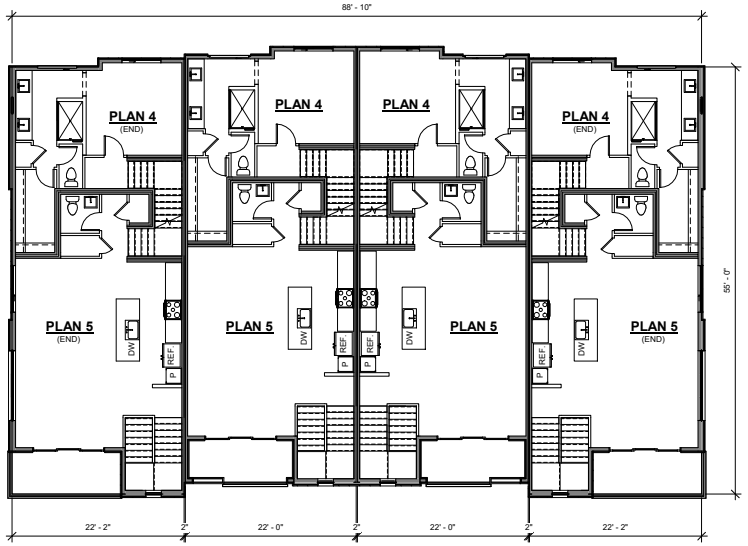

3RD FLOOR PLAN

BLDG H (BLDG J - REVERSED)

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CONCEPTUAL 3RD FLOOR PLAN_8 PLEX

A2.2.3

Scale: 1/8" = 1'-0"
Date: 11/10/2025
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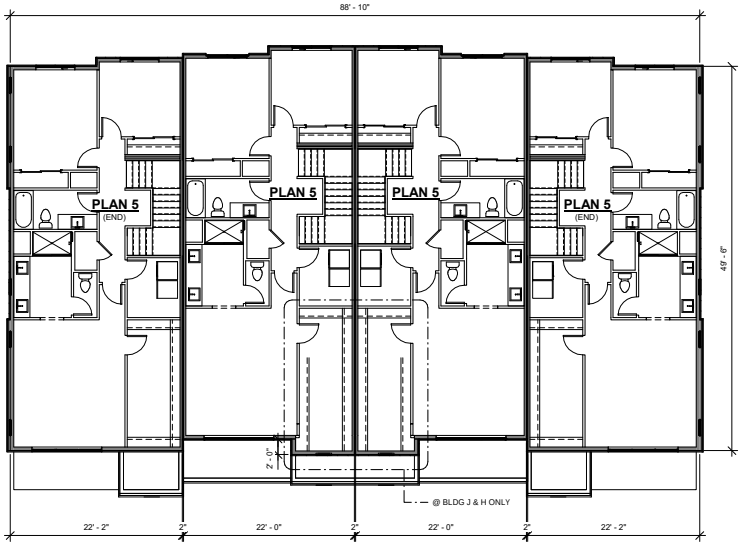

4TH FLOOR PLAN

BLDG H (BLDG J - REVERSED)

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CITY VENTURES

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CONCEPTUAL 4TH FLOOR PLAN_8 PLEX

A2.2.4

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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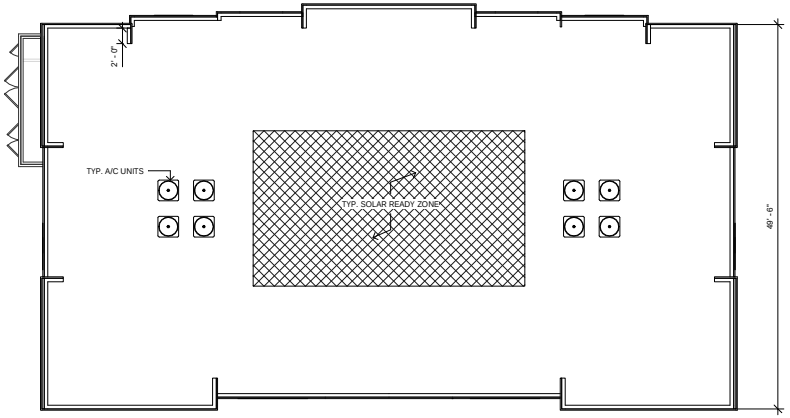

ROOF PLAN

BLDG H (BLDG J - REVERSED)

COLEMAN VILLAGE

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CONCEPTUAL ROOF PLAN_8 PLEX

A2.2.5

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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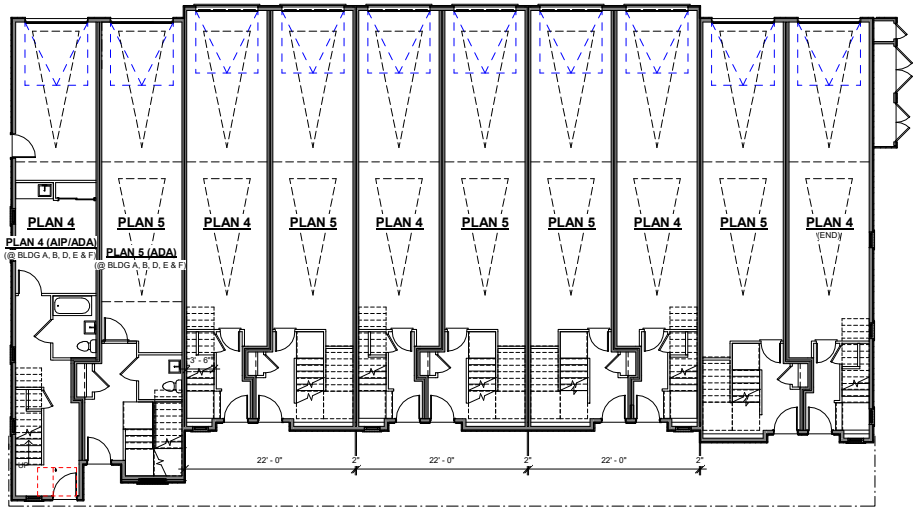

1ST FLOOR PLAN

BLDG A (BLDG D, N - SIM) / (BLDG B, E - REVERSED)

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CONCEPTUAL 1ST FLOOR PLAN_10 PLEX

A2.3.1

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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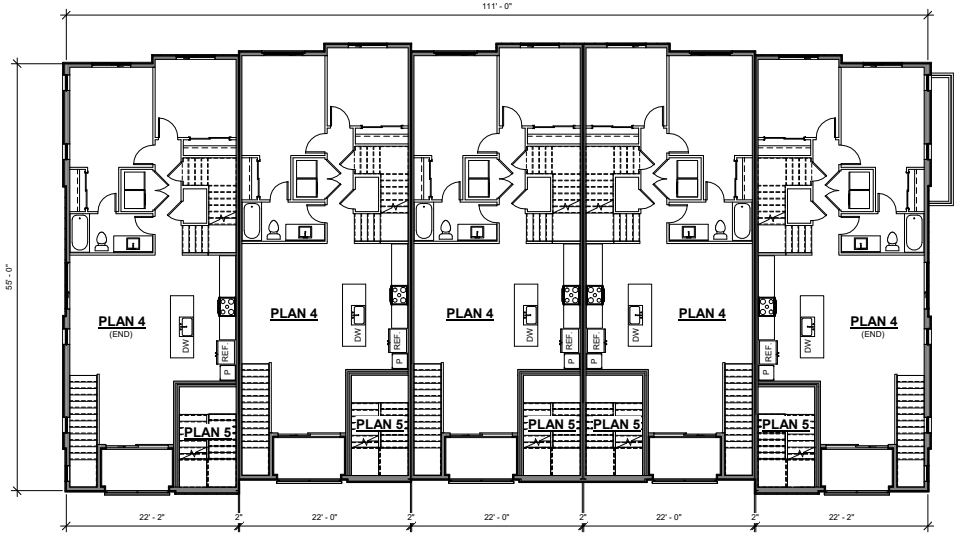

2ND FLOOR PLAN

BLDG A (BLDG D, N - SIM) / (BLDG B, E - REVERSED)

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CONCEPTUAL 2ND FLOOR PLAN_10 PLEX

A2.3.2

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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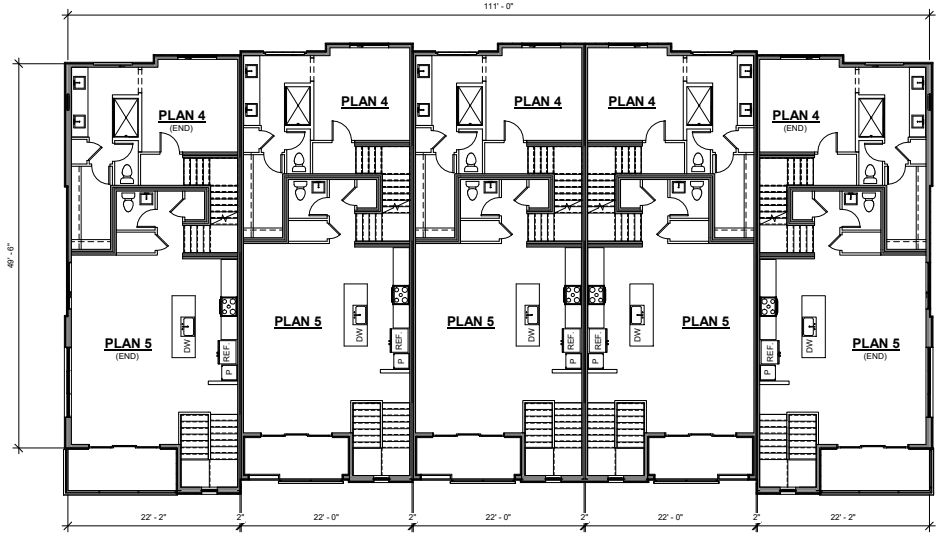

3RD FLOOR PLAN

BLDG A (BLDG D, N - SIM) / (BLDG B, E - REVERSED)

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CONCEPTUAL 3RD FLOOR PLAN_10 PLEX

A2.3.3

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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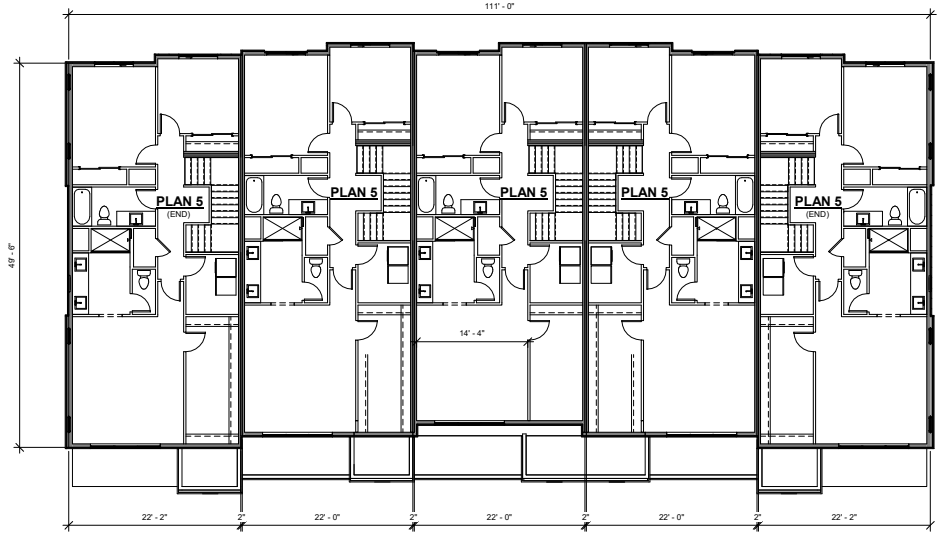

4TH FLOOR PLAN

BLDG A (BLDG D, N - SIM) / (BLDG B, E - REVERSED)

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CONCEPTUAL 4TH FLOOR PLAN_10 PLEX

A2.3.4

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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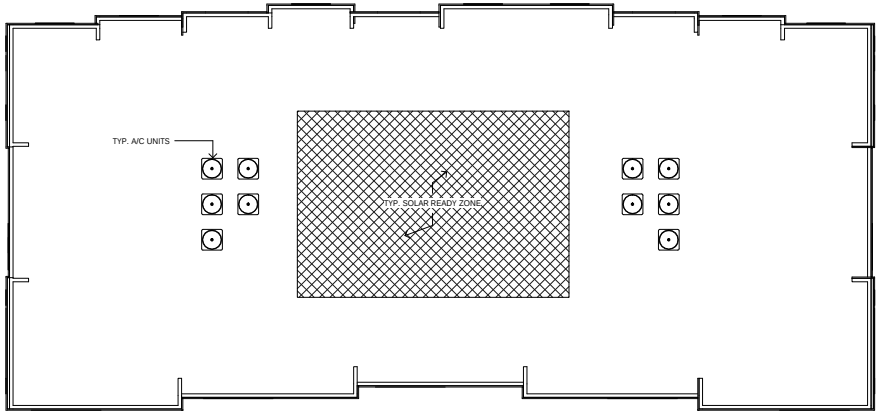

ROOF PLAN

BLDG A (BLDG D, N - SIM) / (BLDG B, E - REVERSED)

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CONCEPTUAL ROOF PLAN_10 PLEX

A2.3.5

Scale: 1/8" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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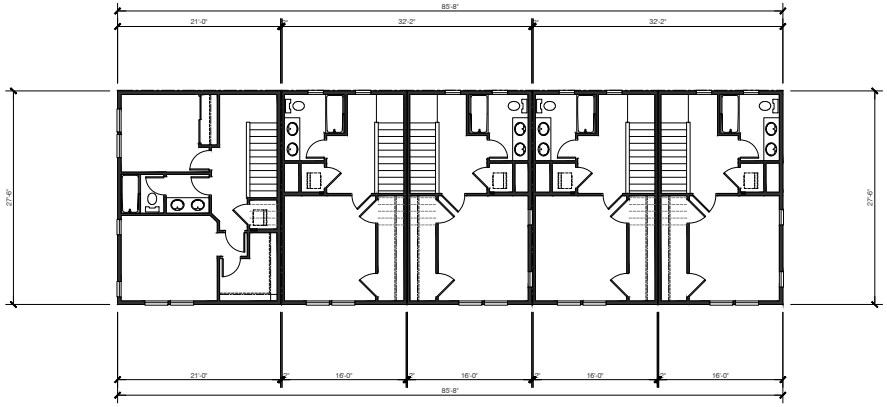
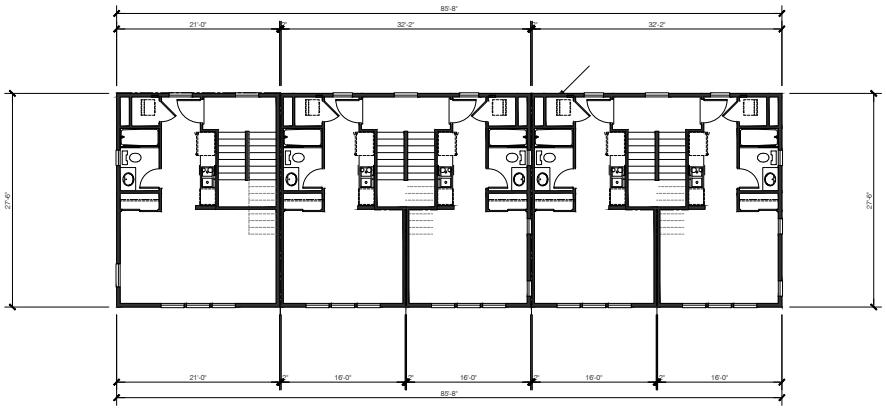


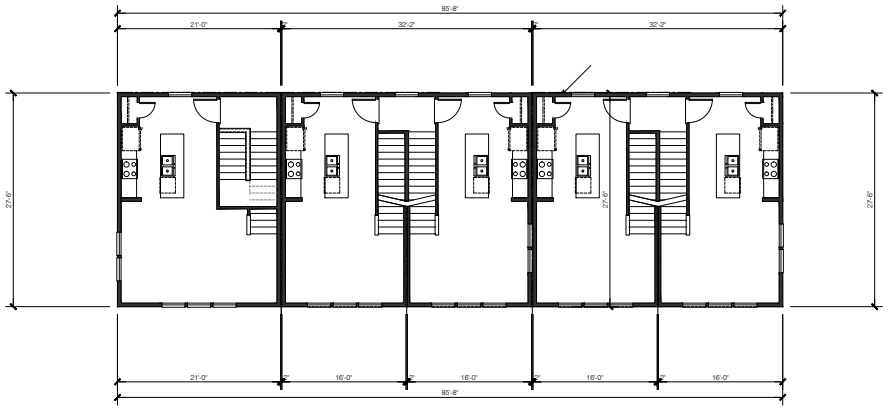
4TH FLOOR PLAN

BLDG. K - PLAN 8 (8A AND 8B) 2,356 SQ. FT.



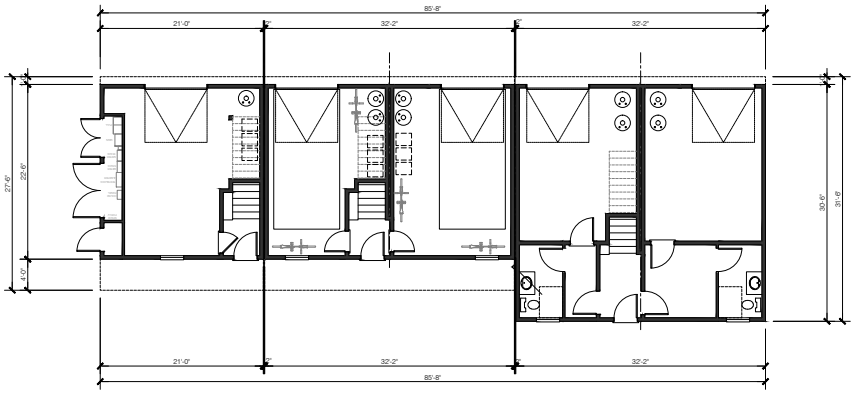
2ND FLOOR PLAN

BLDG. C_AT BUILDINGS C-D-E-F - SEE SITE PLAN 2,356 SQ. FT.



3RD FLOOR PLAN

BLDG. C - PLANS 6 &7 2,356 SQ. FT.



1ST FLOOR PLAN

BLDG. _AT BUILDINGS G THROUGH K - SEE SITE PLAN - PLANS 6,7 & 8 2,184 SQ. FT. TOTAL SQ. FT. 9,251 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

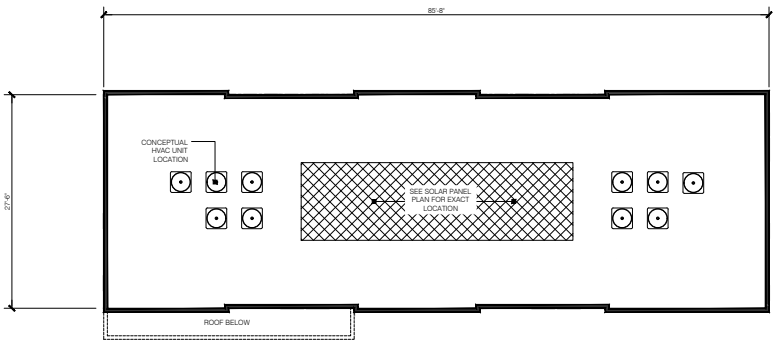
CONCEPTUAL 1ST-4TH BP_10 PLEX W-STUDIO

A2.4.1

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



ROOF PLAN

BLDG. K - PLANS 1 & 2

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

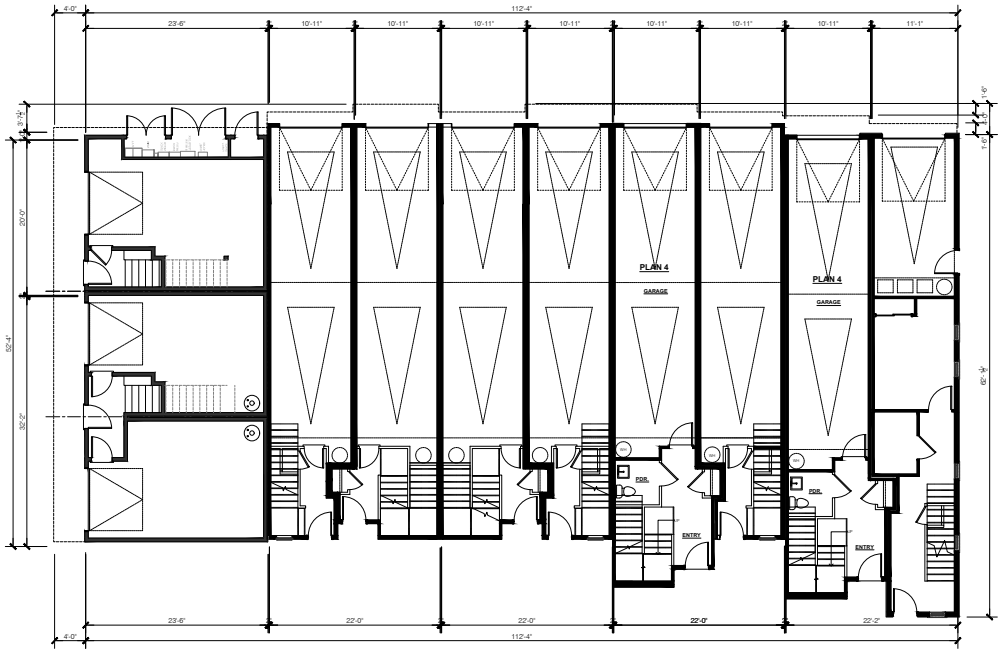
CONCEPTUAL RP_10 PLEX W-STUDIO

A2.4.2

SCALE: 1/8" = 1'-0"

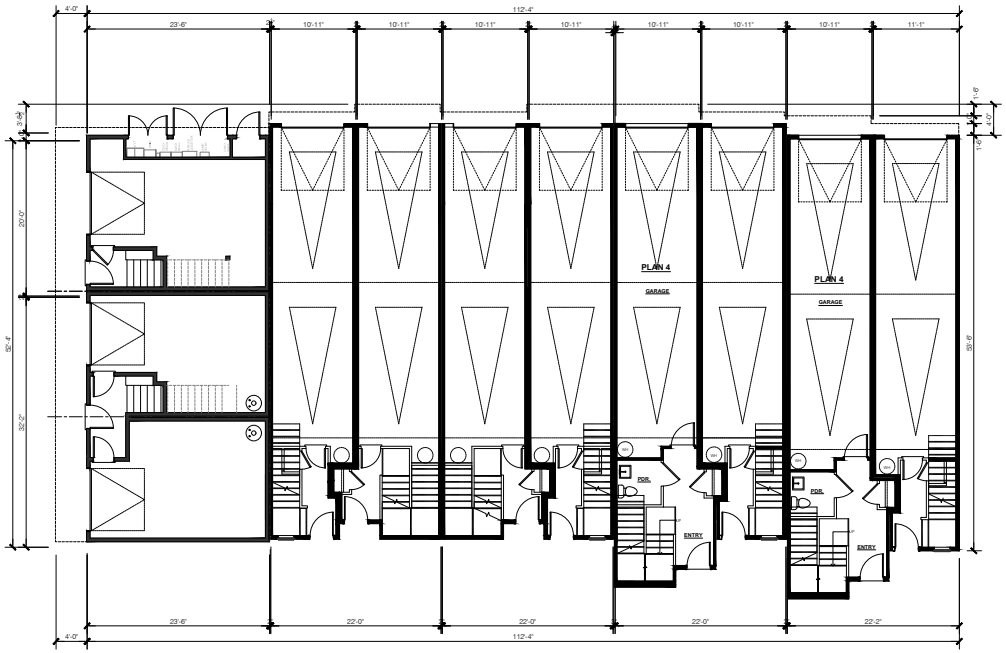
DATE: 11.10. 2025

PROJECT: 317082



PARTIAL 1ST FLOOR PLAN

BLDGS. F _14-PLEX (AIP/ADA) - PLANS 1,2, 4,& 5 6,038 SQ. FT.
24,242 SQ. FT. TOTAL



1ST FLOOR PLAN

BLDGS. G _14-PLEX - PLANS 1,2, 4,& 5 5,960 SQ. FT.
24,164 SQ. FT. TOTAL

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

CONCEPTUAL 1ST BP_14 PLEX

A2.5.1

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082

2ND FLOOR PLAN

6,190 SQ. FT. - PLANS 1,2, 4,& 5 BLDGS. F & G _14-PLEX

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

CONCEPTUAL 2ND BP_14 PLEX

A2.5.2

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082

3RD FLOOR PLAN

BLDG. M _12-PLEX - PLANS 1,2, 4,& 5 6,100 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

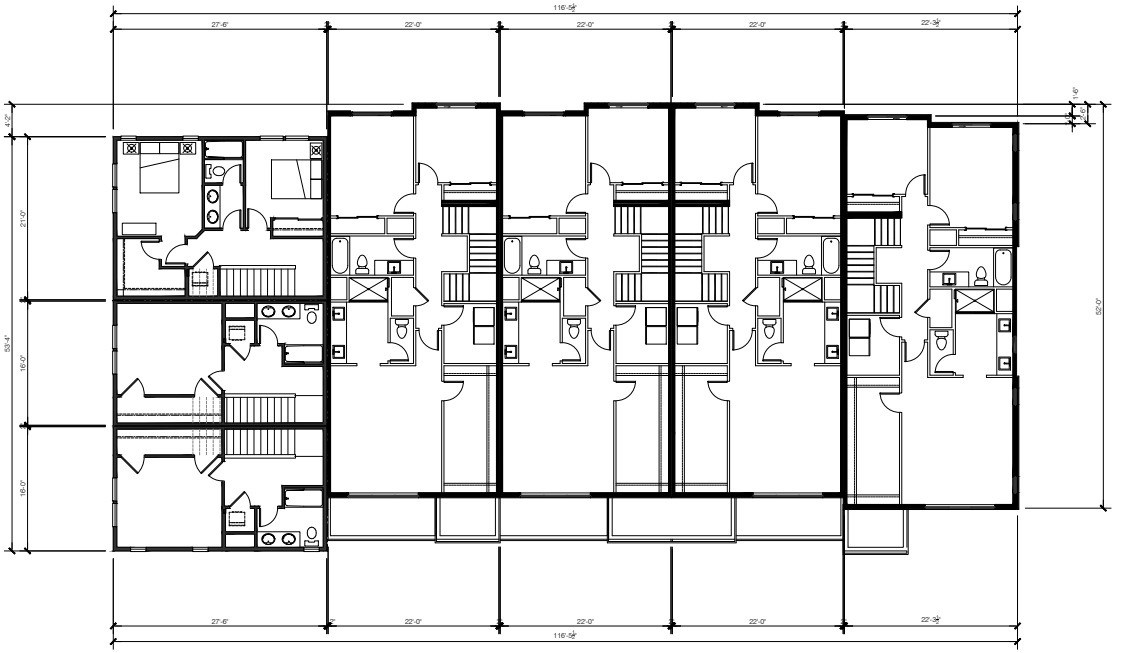
CONCEPTUAL 3RD BP_14 PLEX

A2.5.3

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



4TH FLOOR PLAN

BLDGS. F & G _14-PLEX PLANS 1,2, 4 & 5 5,914 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

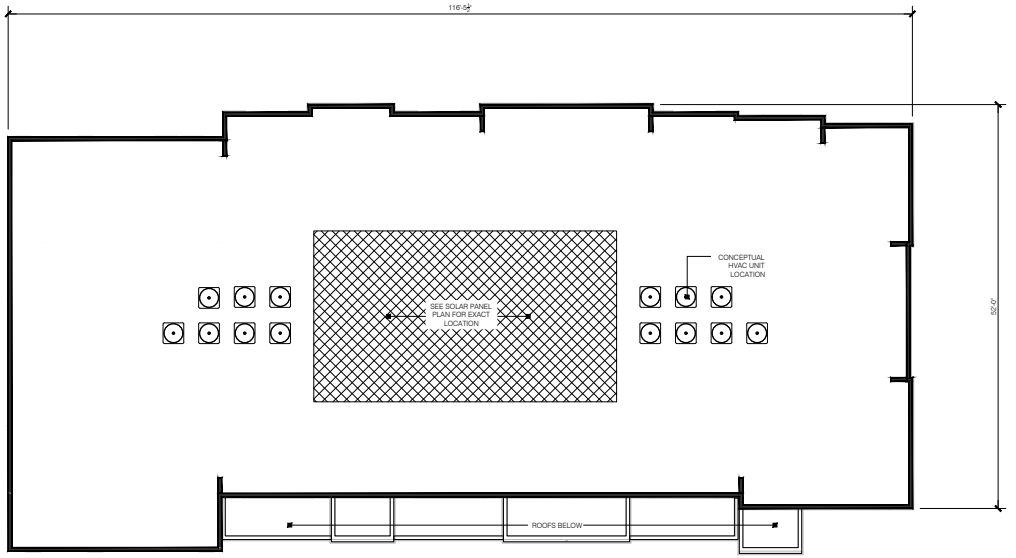
CONCEPTUAL 4TH BP_14 PLEX

A2.5.4

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



ROOF PLAN

BLDG. F (BLDG G REVERSED) PLANS 1,2 & 4

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

CONCEPTUAL RP_14 PLEX

A2.5.5

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082

1ST FLOOR PLAN

BLDG. M _18-PLEX - PLANS 1 & 2 4096 SQ. FT.
17,324 SQ. FT. TOTAL

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

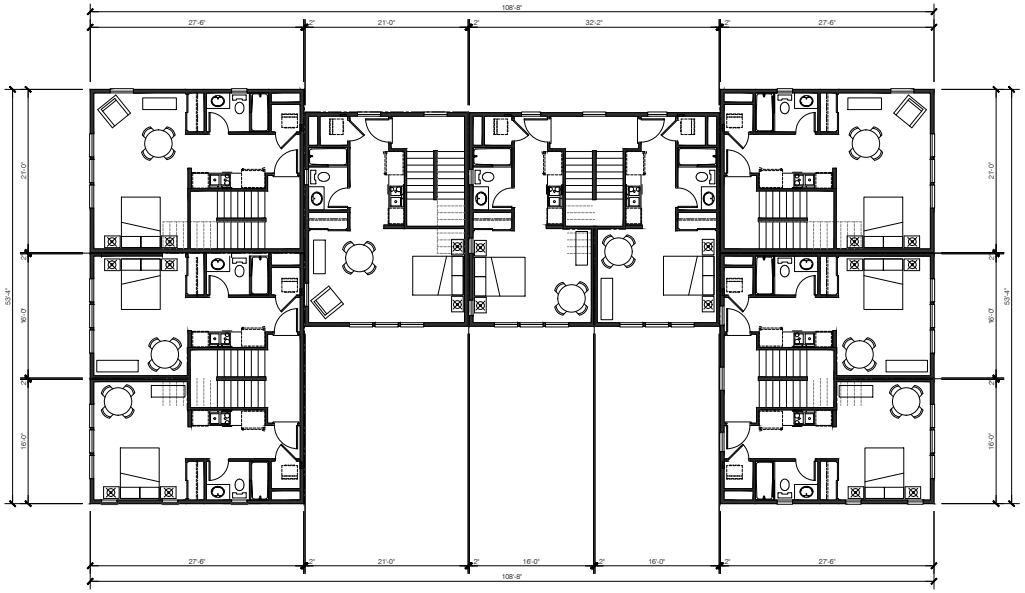
CONCEPTUAL 1ST BP_18 PLEX

A2.6.1

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



2ND FLOOR PLAN

BLDG. M _18-PLEX - PLANS 1 & 2 4409 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

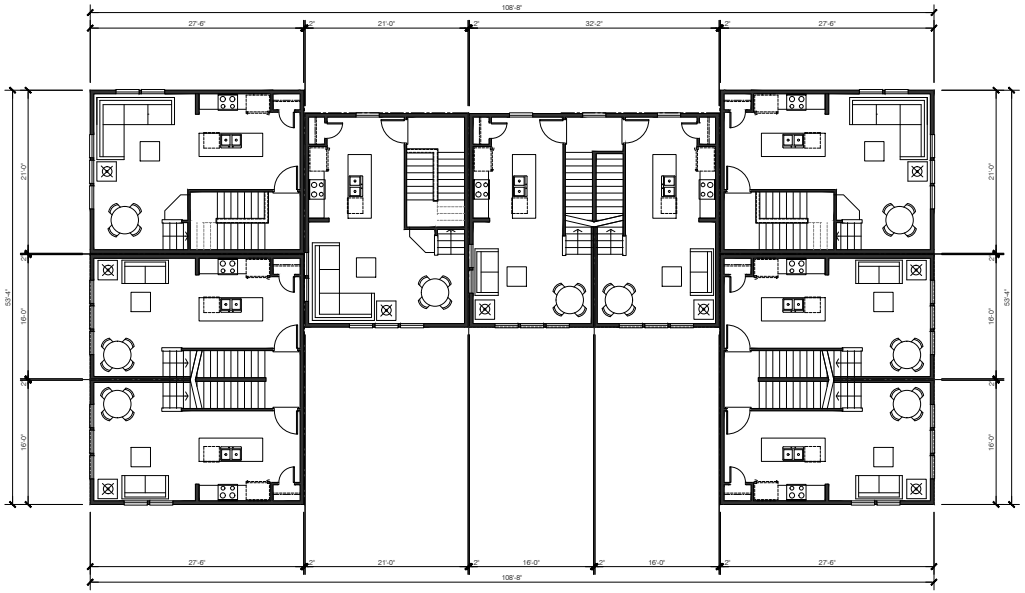
CONCEPTUAL 2ND BP_18 PLEX

A2.6.2

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



3RD FLOOR PLAN

BLDG. M _12-PLEX - PLANS 1 & 2 4409 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

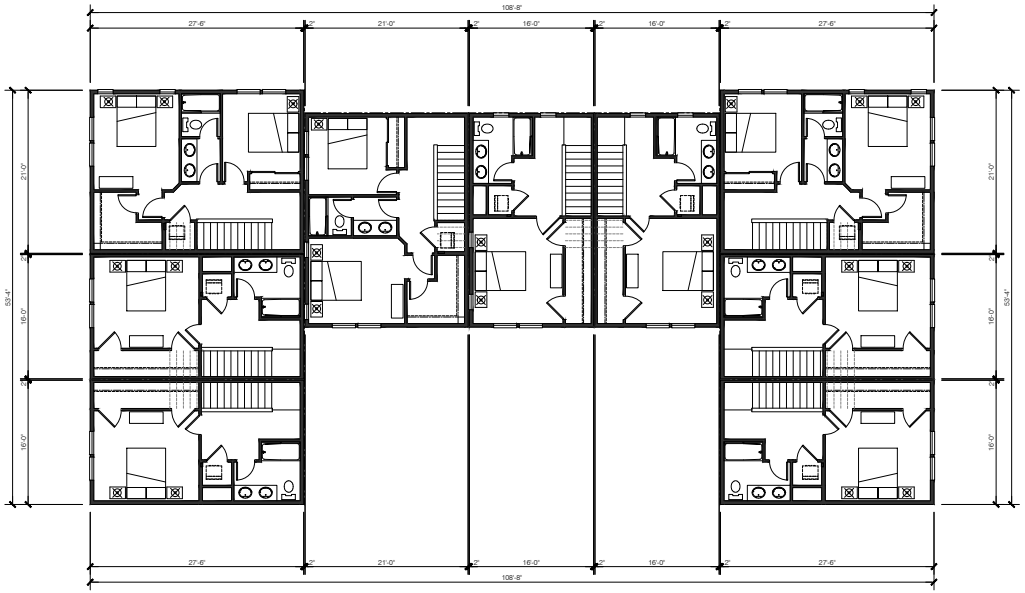
CONCEPTUAL 3RD BP_18 PLEX

A2.6.3

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



4TH FLOOR PLAN

BLDG. M _18-PLEX - PLANS 1 & 2 4409 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

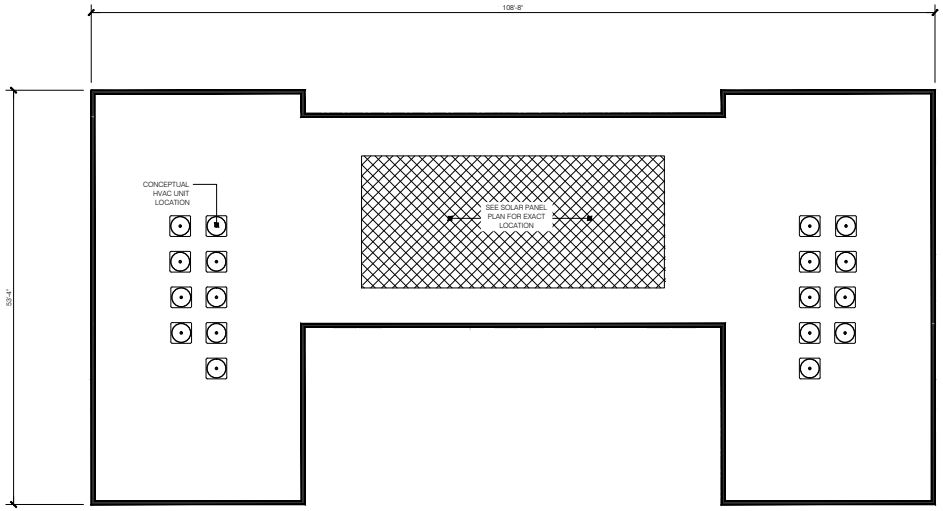
CONCEPTUAL 4TH BP_18 PLEX

A2.6.4

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



ROOF PLAN

BLDG. M PLANS 1,2 & 4

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

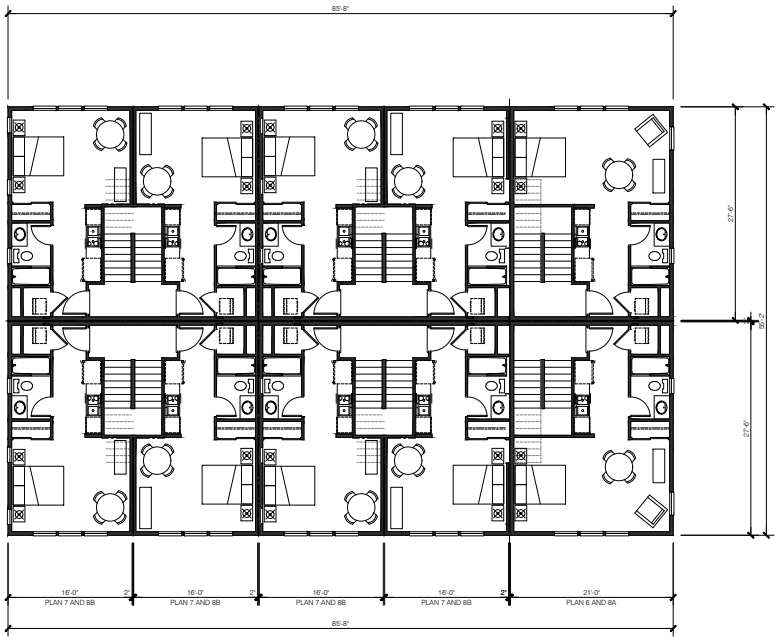
CONCEPTUAL RP_18 PLEX

A2.6.5

SCALE: 1/8" = 1'-0"

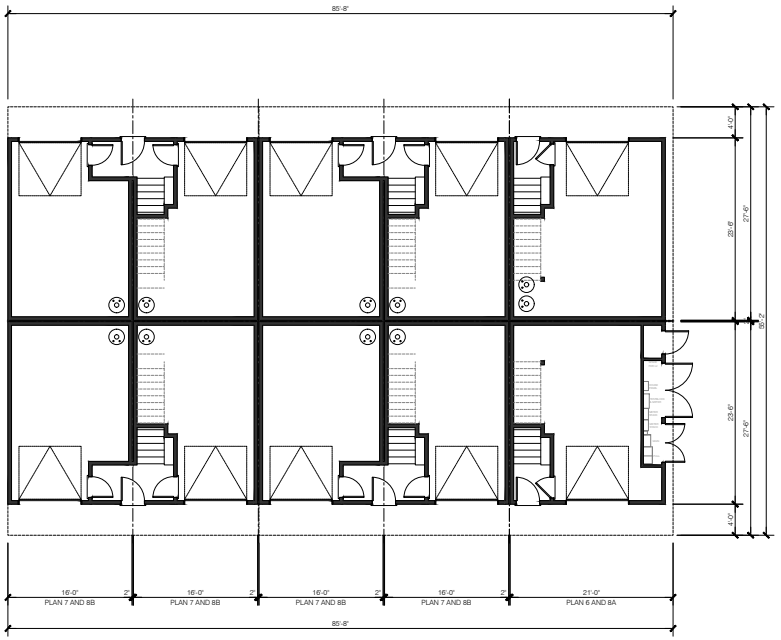
DATE: 11.10. 2025

PROJECT: 317082



2ND FLOOR PLAN

BUILDING L - PLANS 1 & 2 4,726 SQ. FT.



1ST FLOOR PLAN

BUILDING L - PLANS 1 & 2 3,993 SQ. FT.
18,171 SQ. FT. TOTAL

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

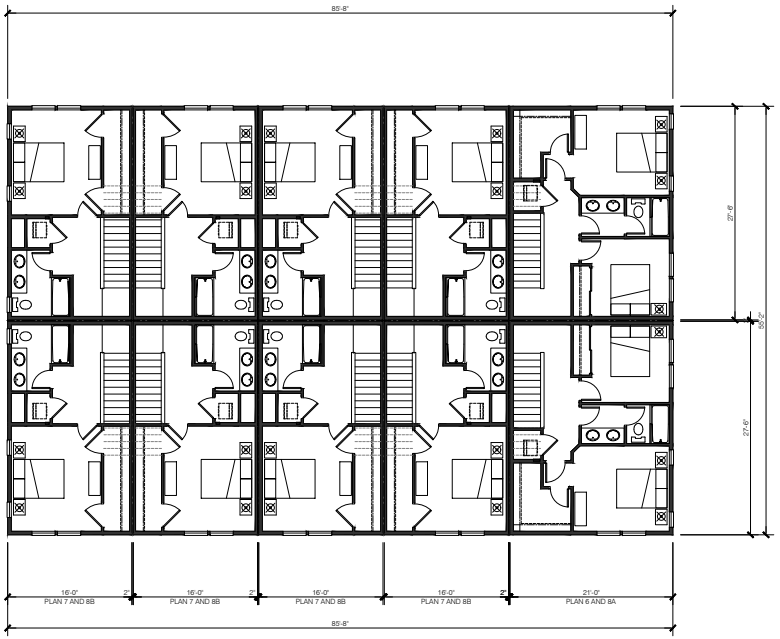
C2 Collaborative

KIER+WRIGHT

CONCEPTUAL 1ST_2ND BP- 20 PLEX

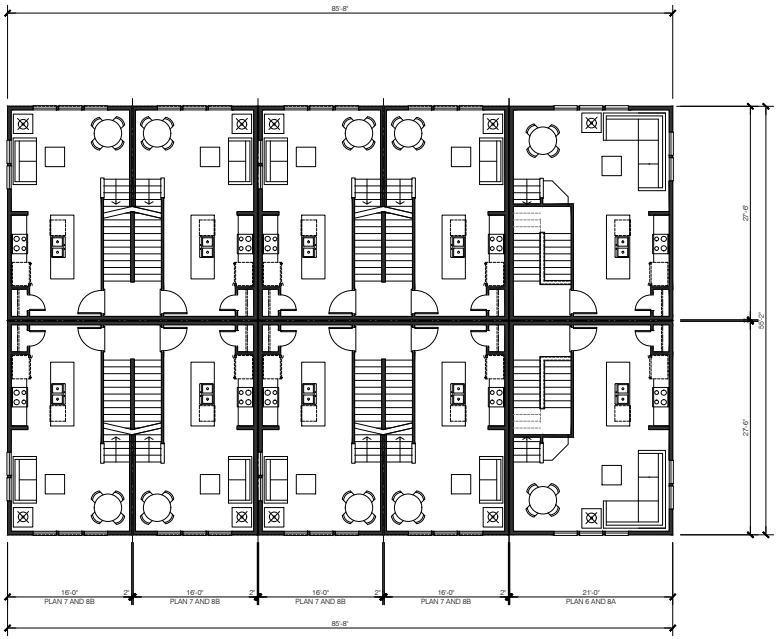
A2.7.1

SCALE: 1/8" = 1'-0"
DATE: 11.10. 2025
PROJECT: 317082



4TH FLOOR PLAN

BUILDING L - PLANS 1 & 2 4,726 SQ. FT.



3RD FLOOR PLAN

BUILDING L - PLANS 1 & 2 4,726 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

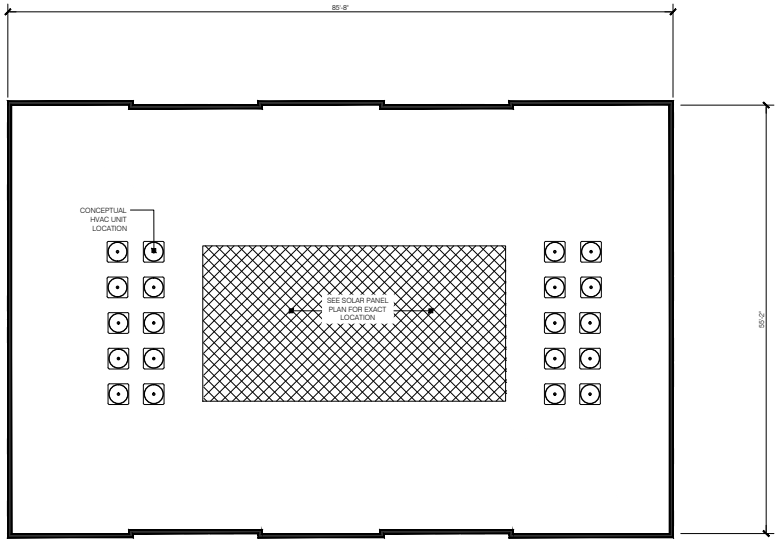
CONCEPTUAL 3RD_4TH BP- 20 PLEX

A2.7.2

SCALE: 1/8" = 1'-0"

DATE: 11.10. 2025

PROJECT: 317082



ROOF PLAN

BUILDING L PLANS 1 & 2

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

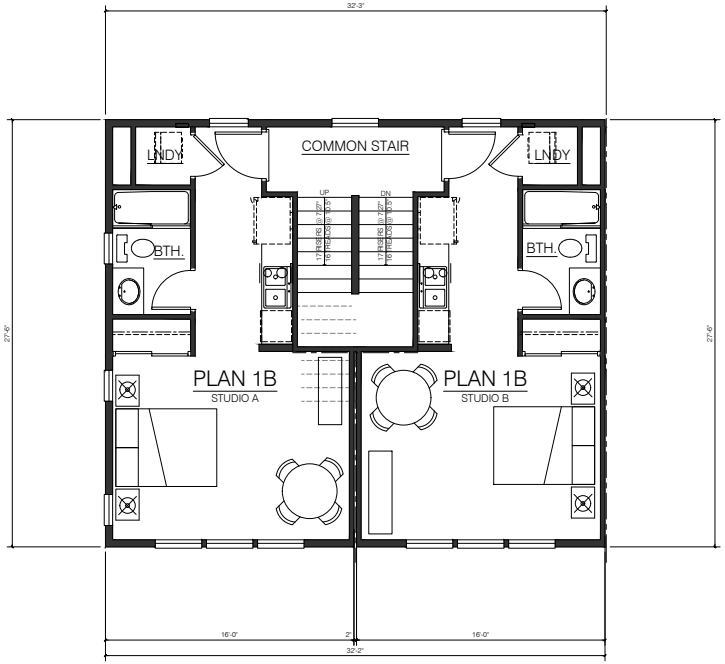
CONCEPTUAL RP_20 PLEX

A2.7.3

SCALE: 1/8" = 1'-0"

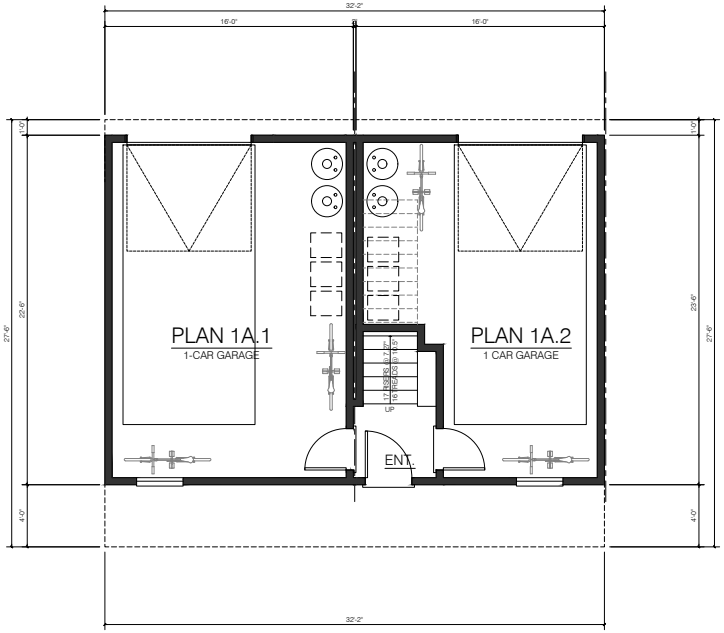
DATE: 11.10. 2025

PROJECT: 317082



2ND FLOOR PLAN

STUDIOS 1B	LIVING:	377 SQ. FT.
	STAIR:	128 SQ. FT.



1ST FLOOR PLAN

PLAN 1A	PLAN 1A.1 GARAGE:	360 SQ. FT.
	PLAN 1A.2 GARAGE:	304 SQ. FT.
	STAIR/ UTIL:	58 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CONCEPTUAL PLAN 1A-1B_1ST AND 2ND FLOORS

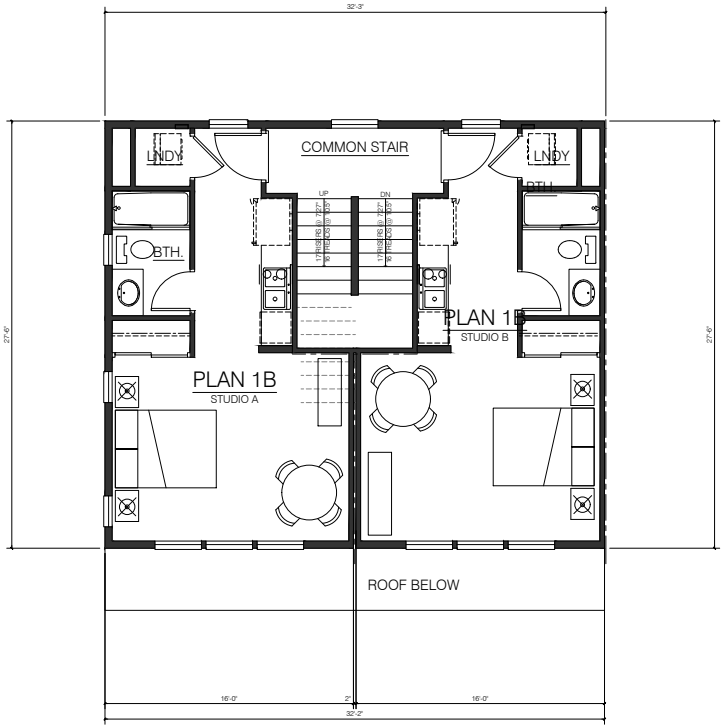
A3.1.1

SCALE: 1/4" = 1'-0"

DATE: 11.10. 2025

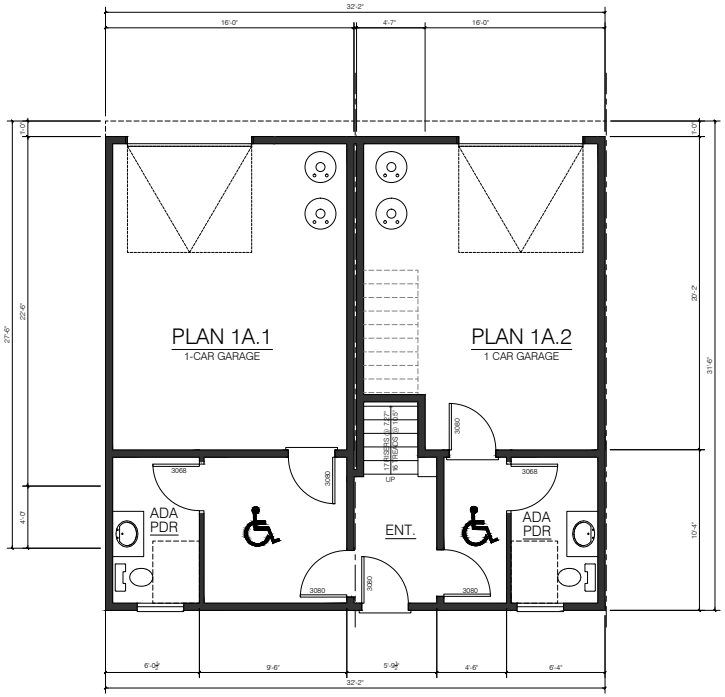
PROJECT: 317082

HUNT HALE JONES ARCHITECTS



2ND FLOOR PLAN

STUDIOS 1B	LIVING:	377 SQ. FT.
	STAIR:	128 SQ. FT.



1ST FLOOR PLAN

PLAN 1A	PLAN 1A.1 GARAGE:	323 SQ. FT.
	PLAN 1A.2 GARAGE:	307 SQ. FT.
	STAIR/ UTIL:	76 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

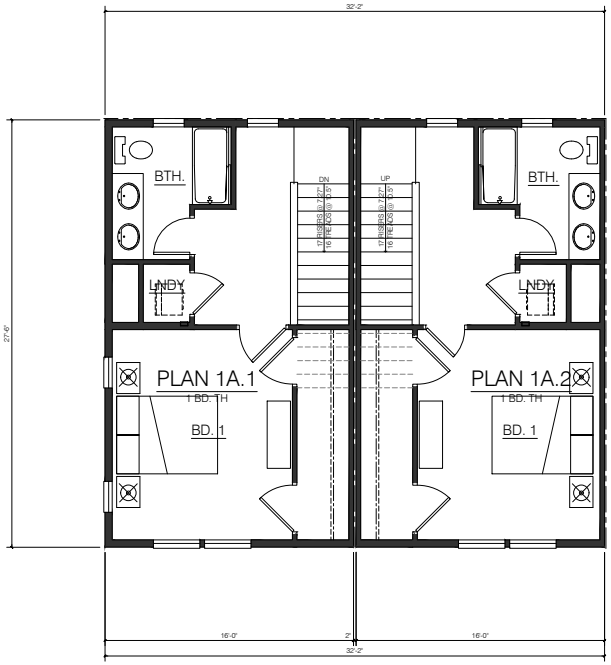
CONCEPTUAL PLAN 1A_1B _1ST AND 2ND_ADA

A3.1.2

SCALE: 1/4" = 1'-0"

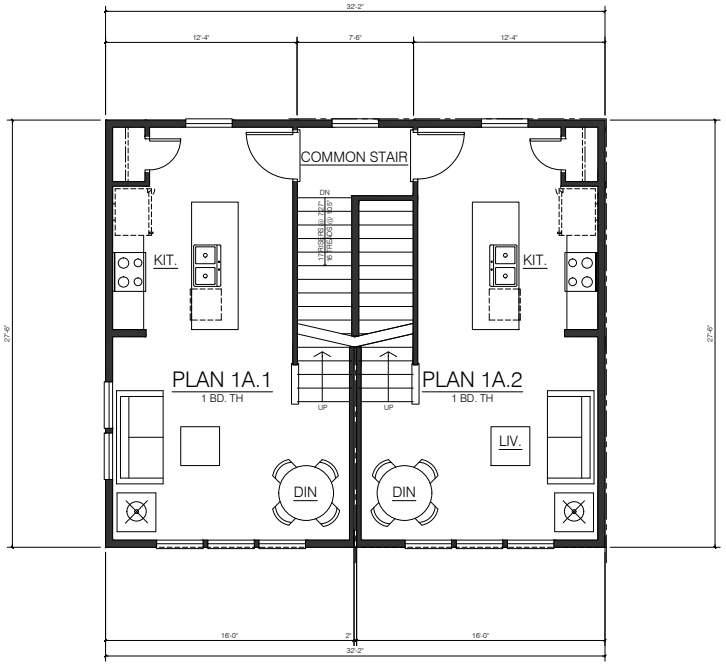
DATE: 11.10. 2025

PROJECT: 317082



4TH FLOOR PLAN

PLAN 1A UPPER LIVING: 440 SQ. FT.



3RD FLOOR PLAN

PLAN 1A	MAIN LIVING:	387 SQ. FT.
	TOTAL LIVING:	827 SQ. FT.
	STAIR:	109 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

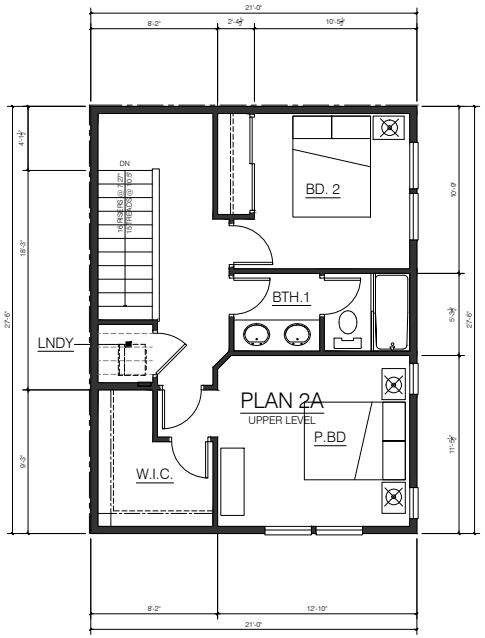
CONCEPTUAL PLAN 1A-1B_3RD AND 4TH FLOORS

A3.1.3

SCALE: 1/4" = 1'-0"

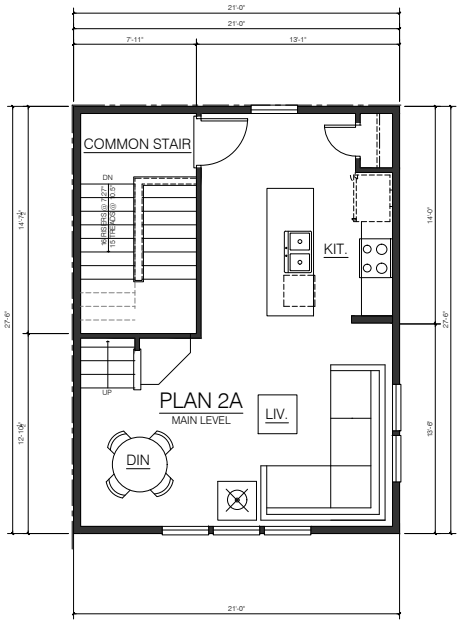
DATE: 11.10. 2025

PROJECT: 317082



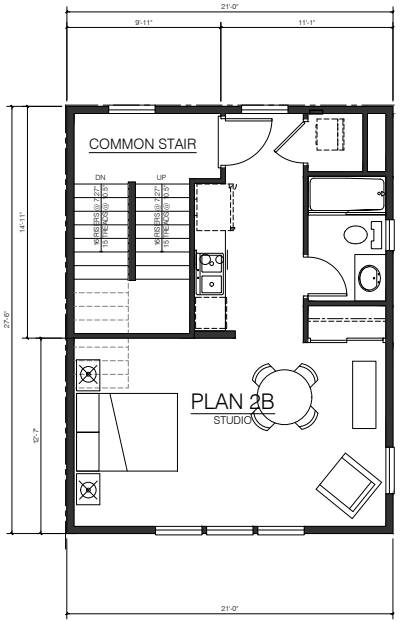
4TH FLOOR PLAN

PLAN 2A	UPPER LIVING:	536 SQ. FT.



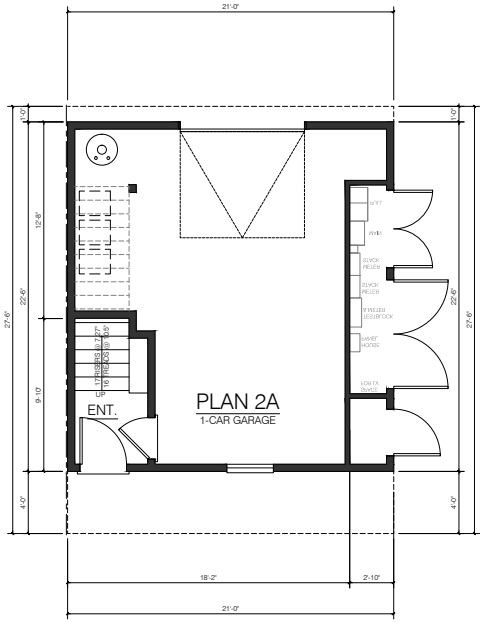
3RD FLOOR PLAN

PLAN 2A	MAIN LIVING:	462 SQ. FT.
	TOTAL LIVING:	998 SQ. FT.
	STAIR:	116 SQ. FT.



2ND FLR. PLAN

PLAN 2 B - STUDIO	LIVING:	452 SQ. FT.
	STAIR:	125 SQ. FT.



GROUND FLOOR PLAN

PLAN 2A	STAIR / UTIL.:	109 SQ. FT.
	GARAGE:	364 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

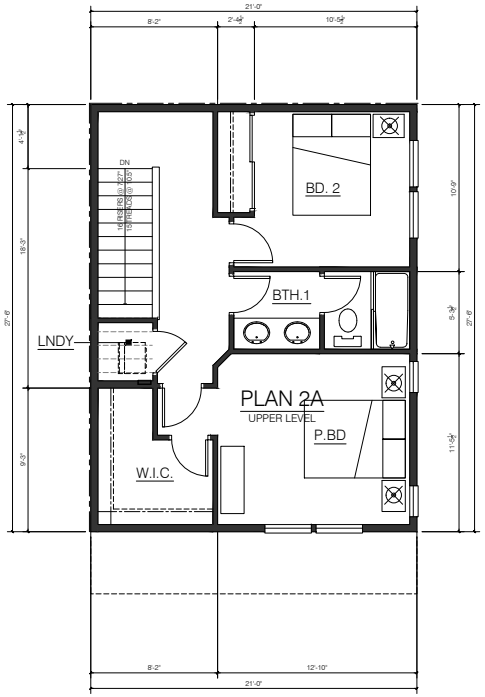
CONCEPTUAL PLAN 2

A3.2.1

SCALE: 1/4" = 1'-0"

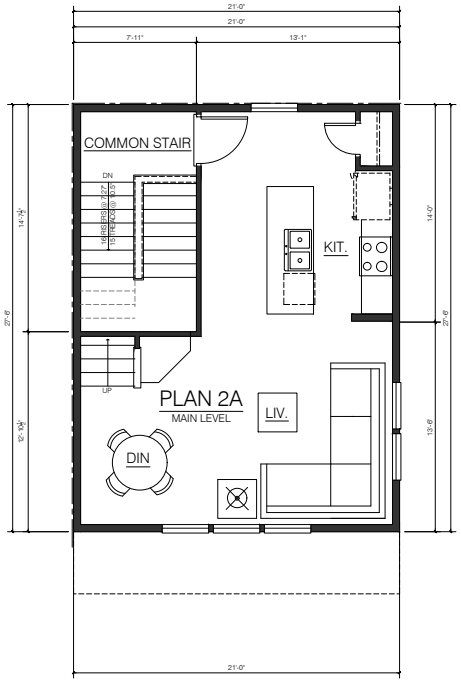
DATE: 11.10. 2025

PROJECT: 317082



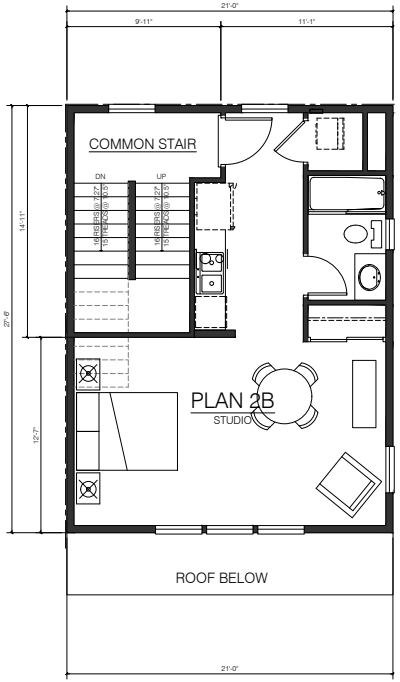
4TH FLOOR PLAN

PLAN 2A	UPPER LIVING:	536 SQ. FT.



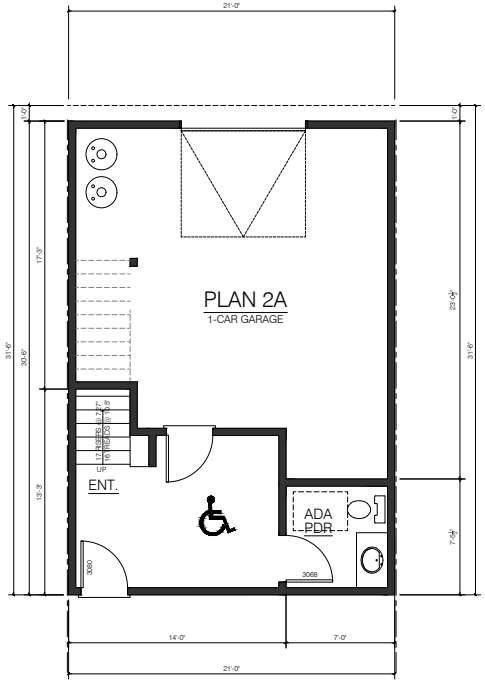
3RD FLOOR PLAN

PLAN 2A	MAIN LIVING:	462 SQ. FT.
	TOTAL LIVING:	998 SQ. FT.
	STAIR:	116 SQ. FT.



2ND FLR. PLAN

PLAN 2 B - STUDIO	LIVING:	452 SQ. FT.
	STAIR:	125 SQ. FT.



GROUND FLOOR PLAN

PLAN 2A	STAIR / UTIL.:	215 SQ. FT.
	GARAGE:	425 SQ. FT.

COLEMAN VILLAGE

CITY VENTURES

1400 COLEMAN AVE.

SANTA CLARA, CALIFORNIA 95050

CITY VENTURES Building It Forward

TARRAR UTILITY CONSULTANTS

HUNT HALE JONES

C2 Collaborative

KIER+WRIGHT

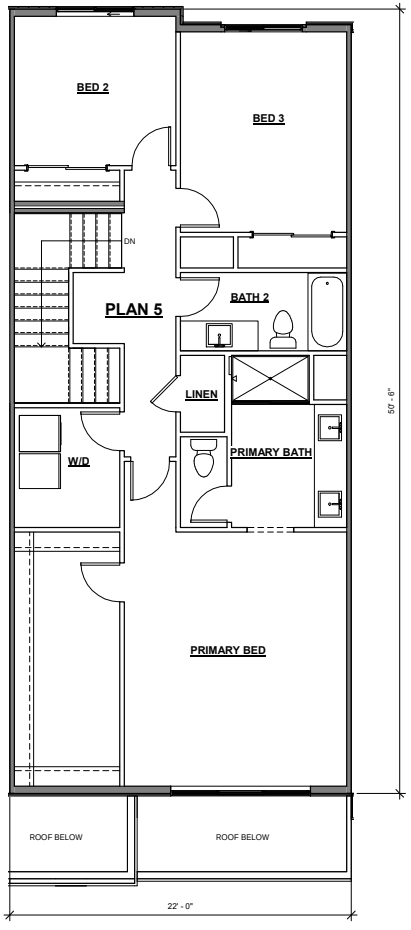
CONCEPTUAL PLAN 2 ADA

A3.2.2

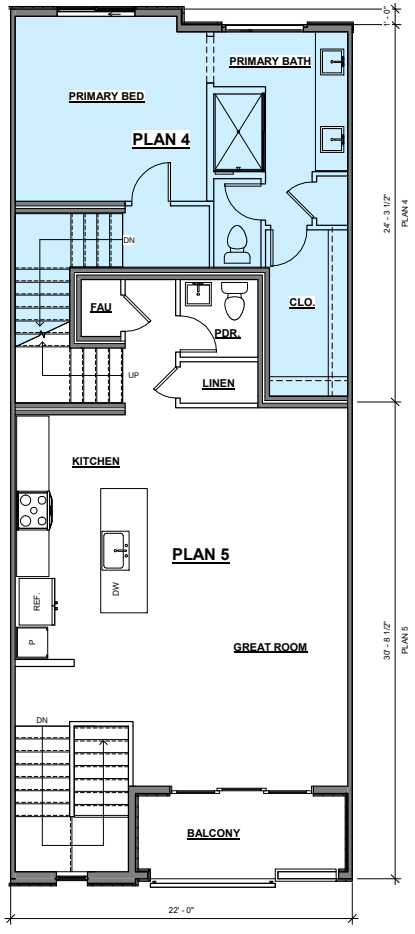
SCALE: 1/4" = 1'-0"

DATE: 11.10. 2025

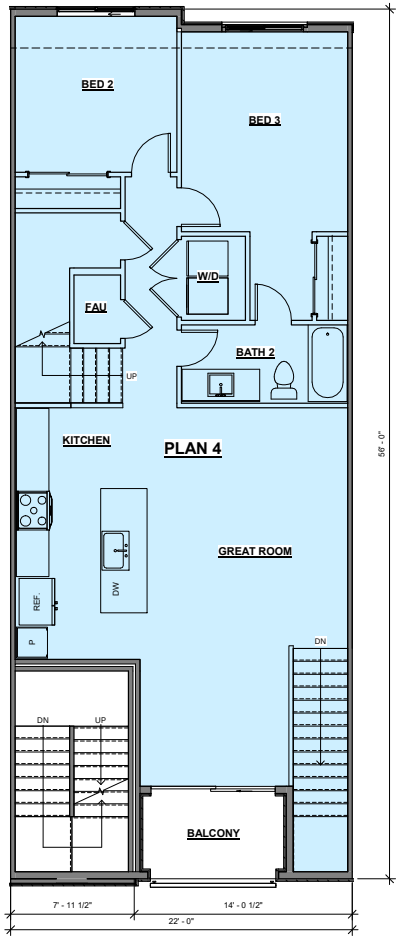
PROJECT: 317082



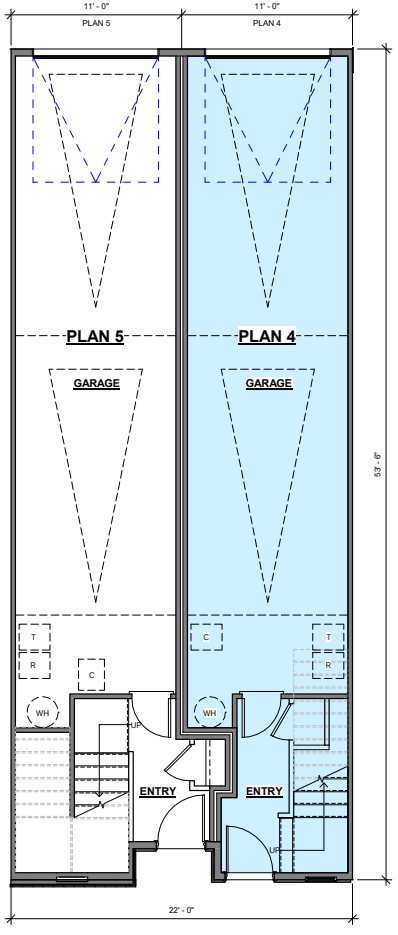
4 4TH FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



3 3RD FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



2 2ND FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



1 1ST FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"

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CONCEPTUAL UNIT PLANS 4&5

A3.4.1

Scale: 1/4" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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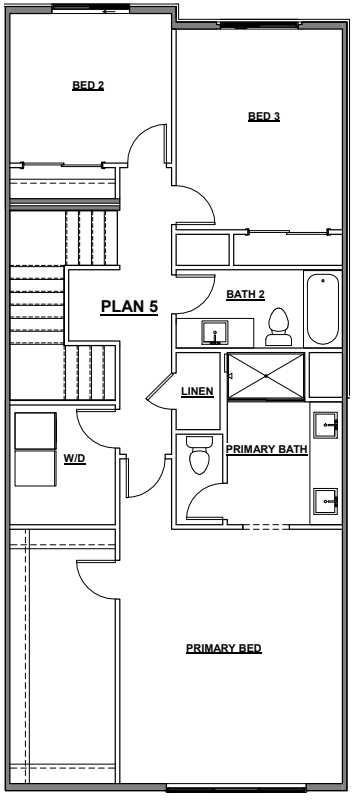
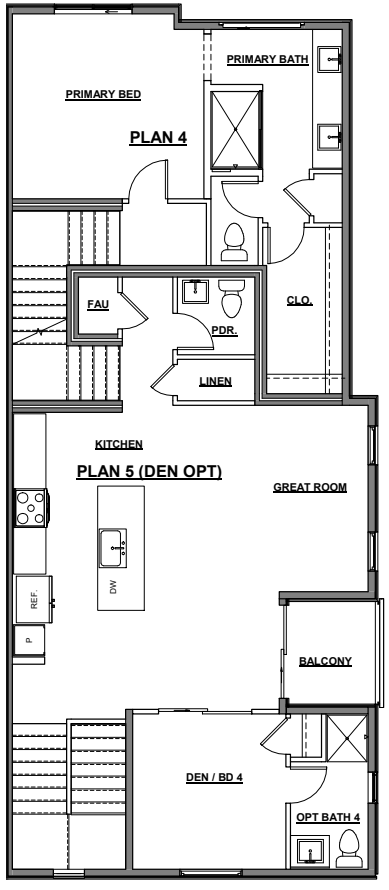
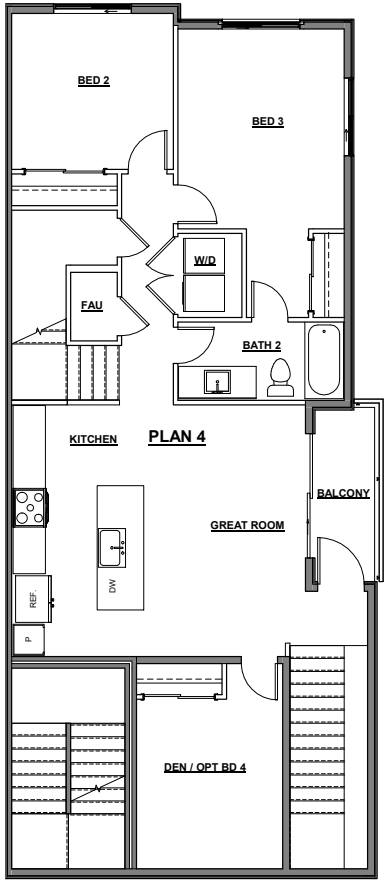


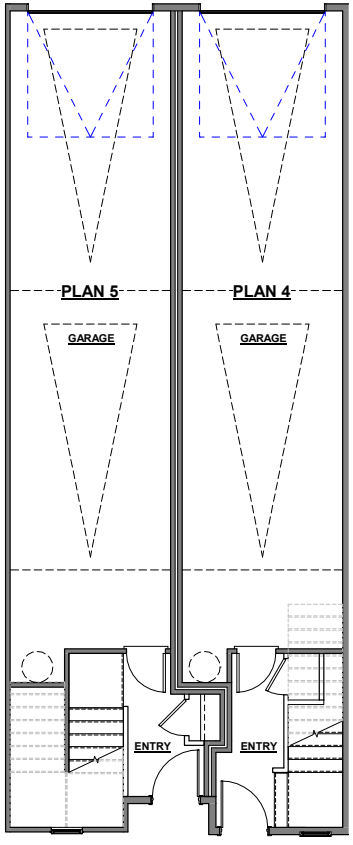
4 4TH FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



3 3RD FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



2 2ND FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



1 1ST FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"

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CONCEPTUAL 4-BEDROOM OPTION

A3.4.1B

Scale: 1/4" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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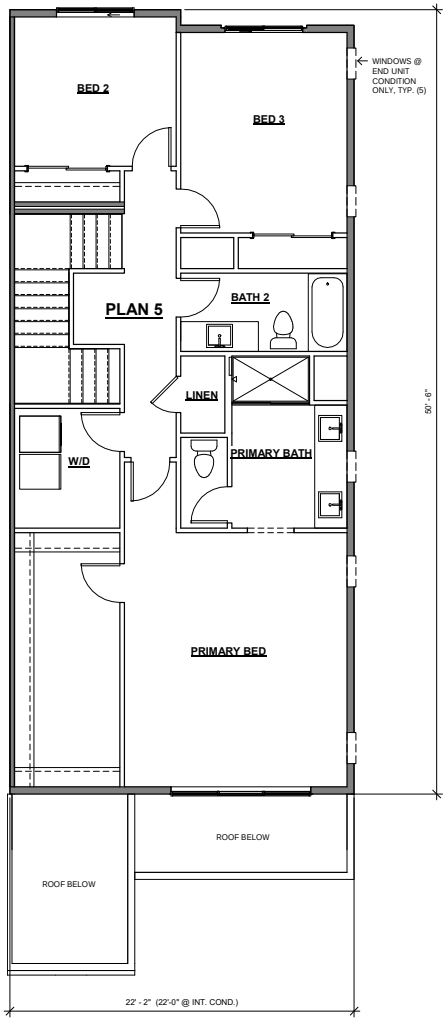
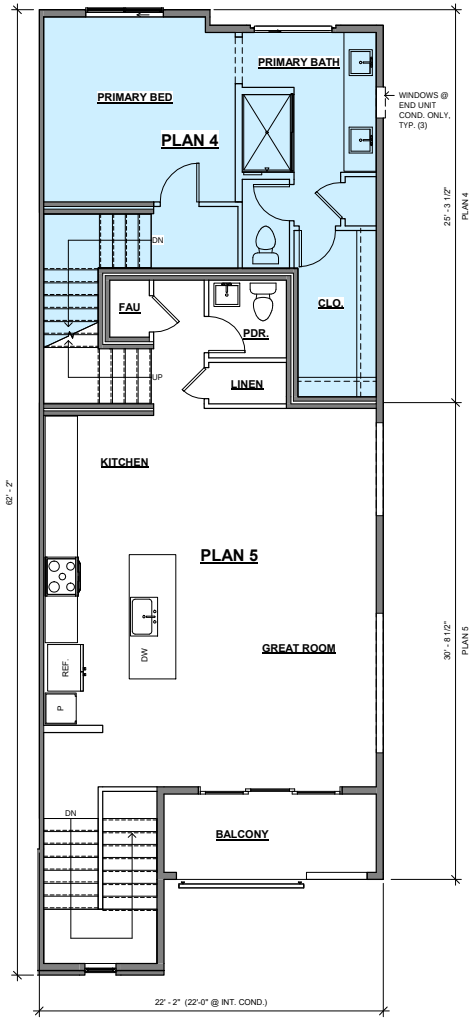
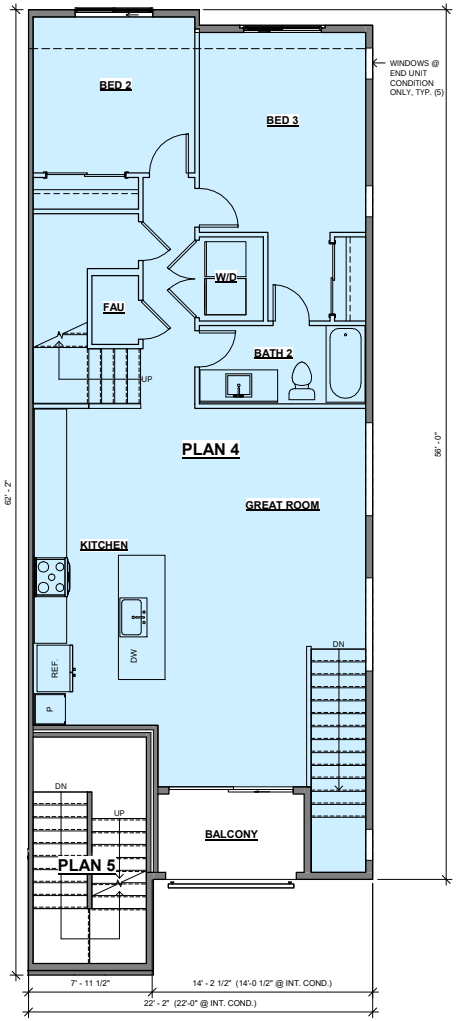


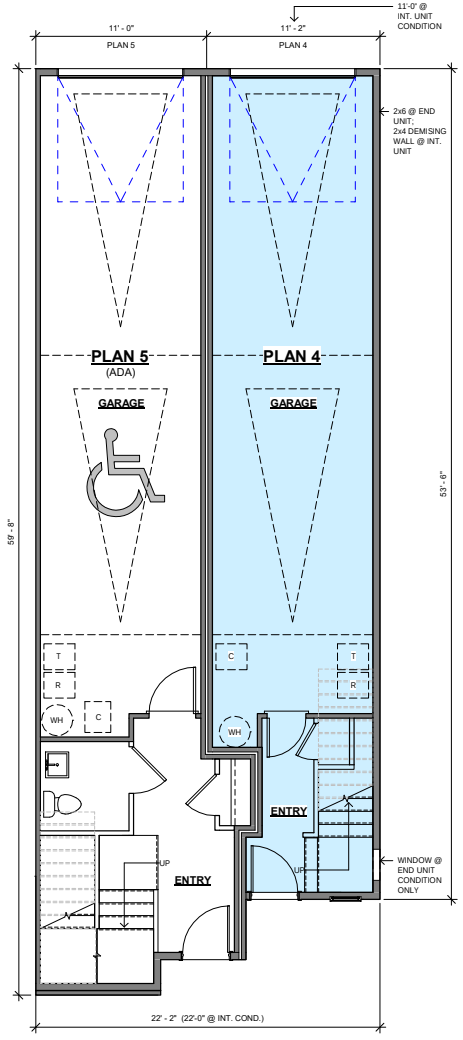
4 4TH FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



3 3RD FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



2 2ND FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"



1 1ST FLOOR PLAN 4&5
SCALE: 1/4" = 1'-0"

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CONCEPTUAL UNIT PLAN 5 (ADA)

A3.4.2

Scale: 1/4" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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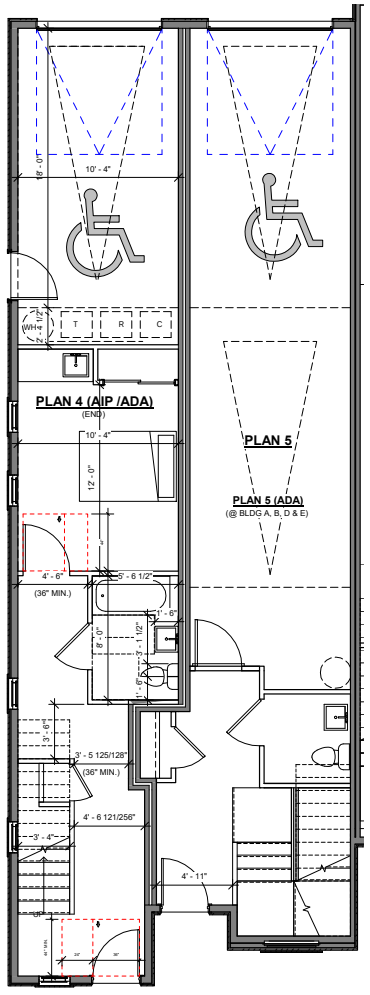

1ST FLOOR PLAN

COLEMAN VILLAGE

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CONCEPTUAL AEGING IN PLACE/ADA

A3.4.2 B

Scale: 1/4" = 1'-0"
Date: 11/10/2025
Project Number: 317082

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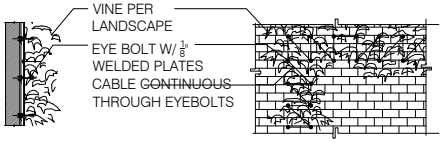
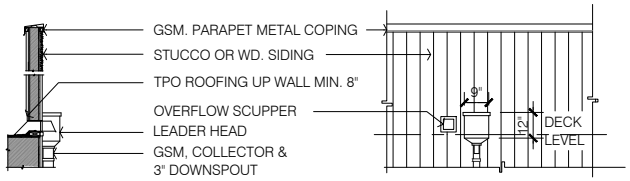
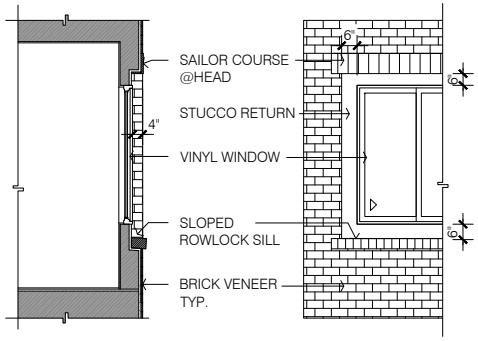
VINE TRELLIS AT BRICK WALL



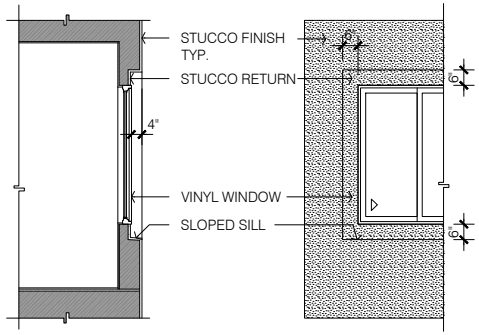
PARAPET DETAIL AT SIDING AND STUCCO



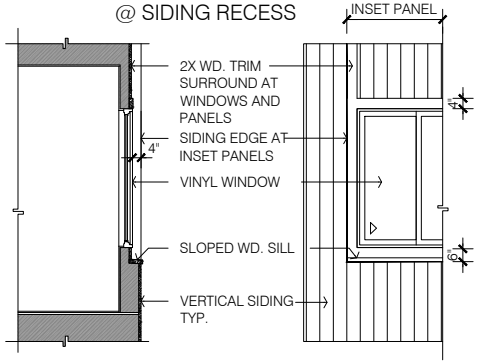
WINDOW HEAD AND SILL @ BRICK



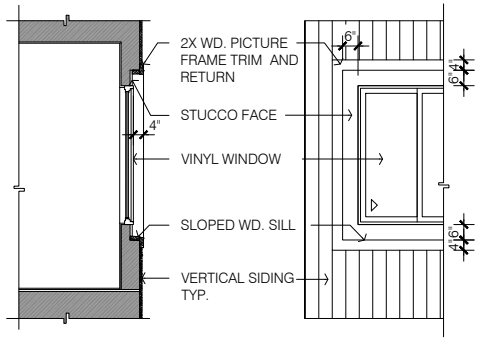
WINDOW HEAD AND SILL @ STUCCO FINISH



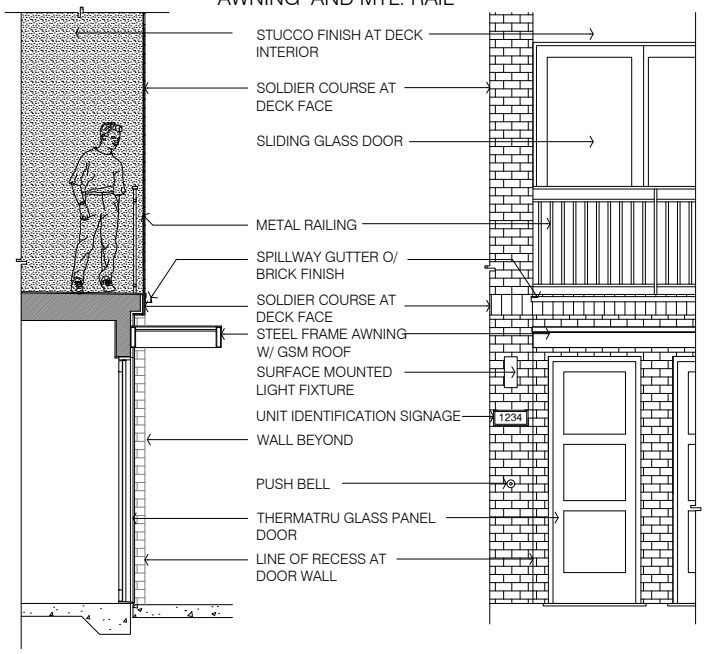
WINDOW HEAD AND SILL @ SIDING RECESS



WINDOW HEAD AND SILL @ VERTICAL SIDING



ENTRY DOOR AT RECESS, AWNING AND MTL. RAIL



COLEMAN VILLAGE

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CONCEPT DETAILS

A4.1.1

CONCEPT IMAGERY

COLEMAN VILLAGE

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L-1

DATE: 11.07.2025

PROJECT: CTV184

LEGEND

1. Community Open Space and Barbecue Area - See Enlargement Sheet
2. Community Garden and Dog Run - See Enlargement Sheet
3. Parkway and Street Trees along Coleman Ave
4. Enhanced Vehicular Paving
5. Pedestrian Streetscape and Paseo Improvements:
   - -Enhanced Paving
   - -Street Furniture (Benches, Planters, Bike racks)
   - -Tree Planting in Accessible Grates
6. Overhead String Lights at Private Alleys
7. Stormwater Basin
8. Open Lawn Area
9. Private Patio
10. Community Parking Stall
11. Transformer
12. Shade Trees with Bench Seating
13. Overhead Trellis with Lounge Seating
14. Perimeter Block Wall and Pilasters
15. Community Mailboxes
16. Scooter Parking
17. Rideshare Drop Off

0 15' 30' 60'
Scale: 1"= 30'-0"

CONCEPTUAL LANDSCAPE PLAN

COLEMAN VILLAGE

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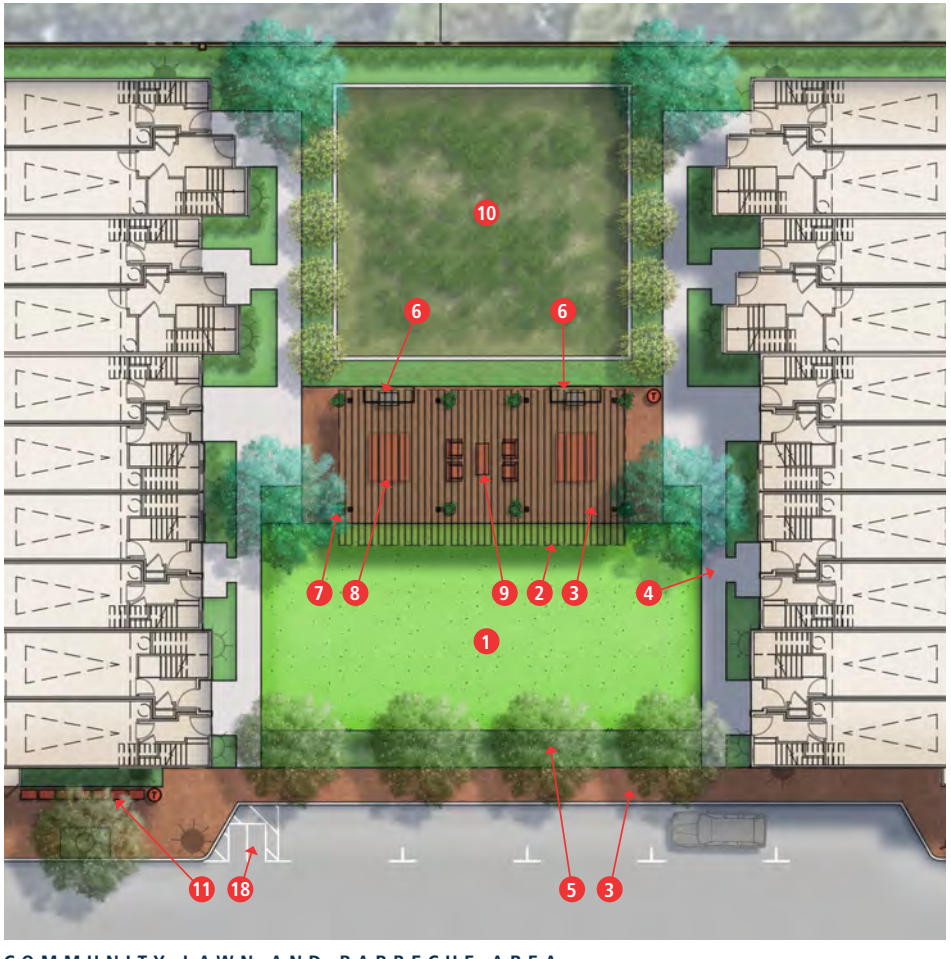
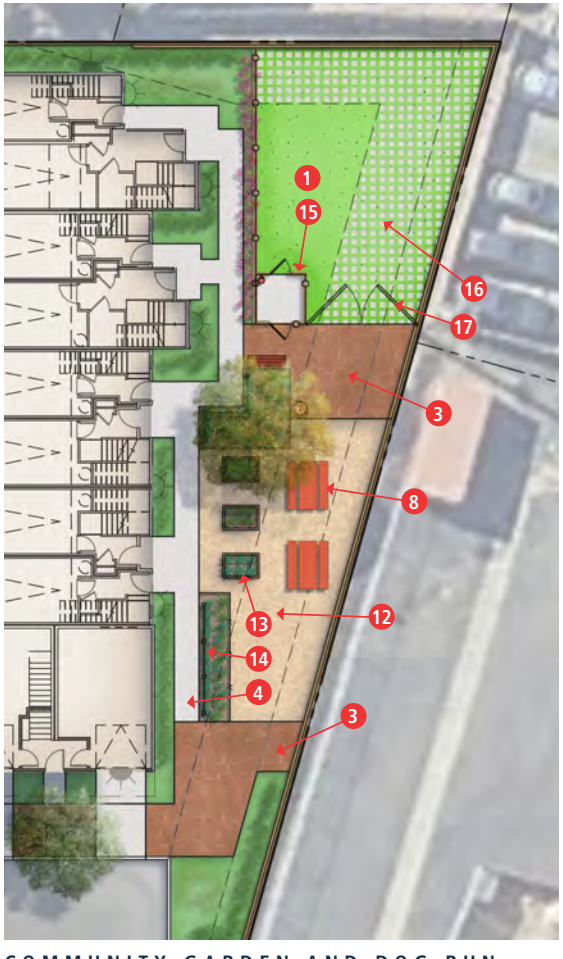


COMMUNITY LAWN AND BARBECUE AREA



COMMUNITY GARDEN AND DOG RUN

LEGEND

1. Natural Turf Lawn
2. Shade Structure (46'x25')
3. Enhanced Pedestrian Paving
4. Community Walk (Natural Gray Concrete)
5. Accent Tree Row
6. Built-in Barbecue Island
7. Planter Pot
8. Picnic Table
9. Lounge Seating
10. Stormwater Basin
11. Community Mailbox
12. Decomposed Granite Paving
13. Raised Planter Bed
14. Vine Trellis
15. Dog Run Entry and Perimeter Fence
16. Turf Block Pavers at Utility Access Easement
17. Utility Access Easement Gate
18. Scooter Parking

0 5' 10' 20'
Scale: 1"= 10'-0"

CONCEPTUAL LANDSCAPE ENLARGEMENTS

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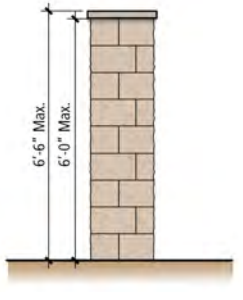
DATE: 11.07.2025
PROJECT: CTV184

LEGEND

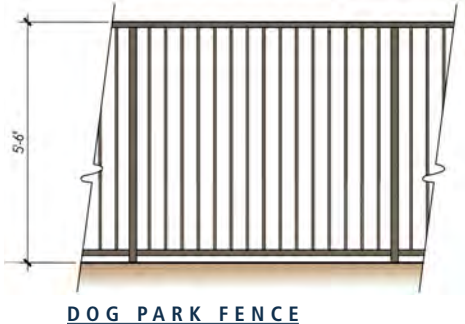
- Property Line Fence/Gate (6' ht.)
- Property Line Pilaster (6'-6"' ht.)
- Patio Fence/Gate (3'-6" ht.)
- Dog Park Fence/Gate (5'-6" ht.)



PROPERTY LINE PILASTER
SCALE: 3/8"=1'-0"

PROPERTY LINE WALL
SCALE: 3/8"=1'-0"

PATIO FENCE/GATE
SCALE: 3/8"=1'-0"



DOG PARK FENCE
SCALE: 3/8"=1'-0"

0 15' 30' 60'
Scale: 1"= 30'-0"

CONCEPTUAL WALL AND FENCE PLAN

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L-4
DATE: 11.07.2025
PROJECT: CTV184

LEGEND

- ADA Path of Travel
  (Circulation/Connection for ADA Units, Public ROW Access, and Community Amenity Spaces)
- Bicycle Path of Travel
  (Circulation/Connection for Short Term Storage [Bike Racks], Long Term Storage [Garages], and Bike Path along Coleman Ave)
- ADA Accessible Unit
- Community Bike Racks
- Community Amenity Space

0 15' 30' 60'
Scale: 1"= 30'-0"

CONCEPTUAL CIRCULATION PLAN

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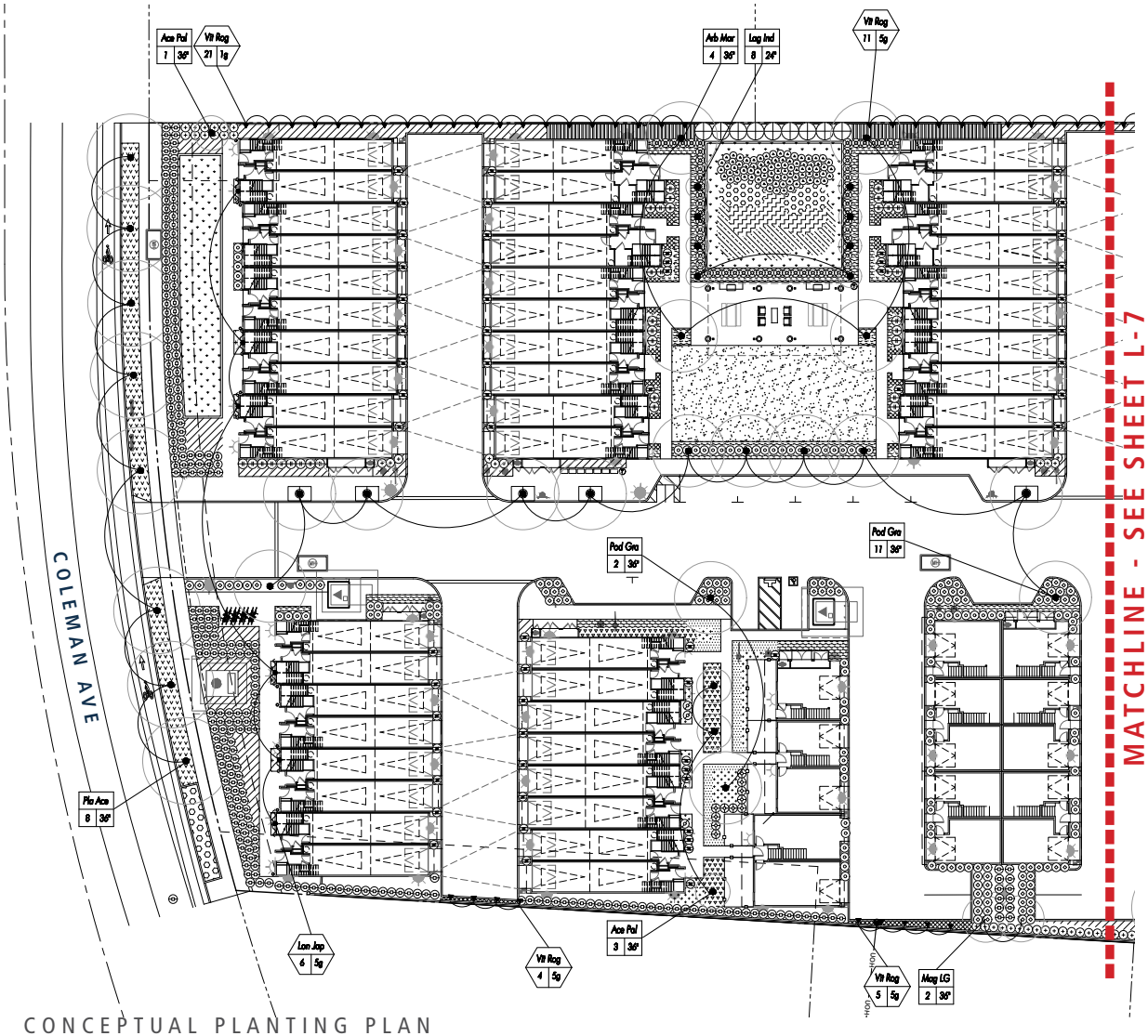

CONCEPTUAL PLANTING PLAN

TREE SCHEDULE:

KEY	BOTANICAL NAME	COMMON NAME	SIZE	FORM
Ace Pal	Acer palmatum	Sangokaku Japanese Maple	Per Plan	Low Branch
Arb Mar	Arbutus 'Marina'	Strawberry Tree	Per Plan	Standard
Lag Ind	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle	Per Plan	Standard
Mag LG	Magnolia grandiflora 'Little Gem'	Little Gem Southern Magnolia	Per Plan	Low Branch
Pla Ace	Platanus acerifolia 'Columbia'	London Plane Tree	Per Plan	Standard
Pod Gra	Podocarpus gracilior	African Fern Pine	Per Plan	Standard

SHRUB SCHEDULE:

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
	Cornus stolonifera	Arctic Fire Red Twig Dogwood	5 gal.	Per Plan
	Frangula californica 'San Bruno'	Mound San Bruno Coffeeberry	5 gal.	Per Plan
	Ilex crenata 'Sky Pencil'	Sky Pencil Ilex	5 gal.	Per Plan
	Ilex vomitoria 'Nana'	Dwarf Youpon Holly	5 gal.	Per Plan
	Ligustrum japonicum 'Texanum'	Waxleaf Privet	5 gal.	Per Plan
	Lomandra longifolia 'Platinum Beauty'	Platinum Beauty Lomandra	5 gal.	Per Plan
	Muhlenbergia rigens	Deer Grass	5 gal.	Per Plan
	Pittosporum tenuifolium	Wrinkled Blue Kohuhu	5 gal.	Per Plan
	Pittosporum tobira 'Variegata'	Japanese Mock Orange	5 gal.	Per Plan
	Podocarpus macrophyllus	Yew Pine	5 gal.	Per Plan
	Prunus caroliniana 'Compacta'	Dwarf Carolina Laurel Cherry	15 gal.	Per Plan
	Rosa hybrid 'Meijocos'	Pink Drift	5 gal.	Per Plan

GROUNDCOVER SCHEDULE:

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	24" o.c.
	Dianella revoluta	Little Rev	1 gal.	18" o.c.
	Erigeron karvinskianus	Mexican Daisy	1 gal.	18" o.c.
	Juncus patens	California Gray Rush	5 gal.	30" o.c.
	Leymus condensatus 'Canyon Prince'	Giant Wild Rye	5 gal.	30" o.c.
	Lomandra longifolia 'Arctic Frost'	Arctic Frost Mat Rush	5 gal.	30" o.c.
	Lonicera japonica 'Halliana'	Japanese Honeysuckle	1 gal.	24" o.c.
	Myoporum parvifolium 'Putah Creek'	Creeping Myoporum	1 gal.	24" o.c.
	Salvia mellifera	Black Sage	1 gal.	30" o.c.
	Trachelospermum jasminoides	Star Jasmine	1 gal.	24" o.c.
	Westringia fruticosa 'Mundi'	Mundi Coast Rosemary	1 gal.	30" o.c.
	Marathon II	Sod	Sod	-
	Bio-Filtration Mix	Seed Mix	-	-

NOTE: Planting plan is conceptual and subject to change during the Construction Document phase of development.

0 10' 20' 40'
Scale: 1"= 20'-0"

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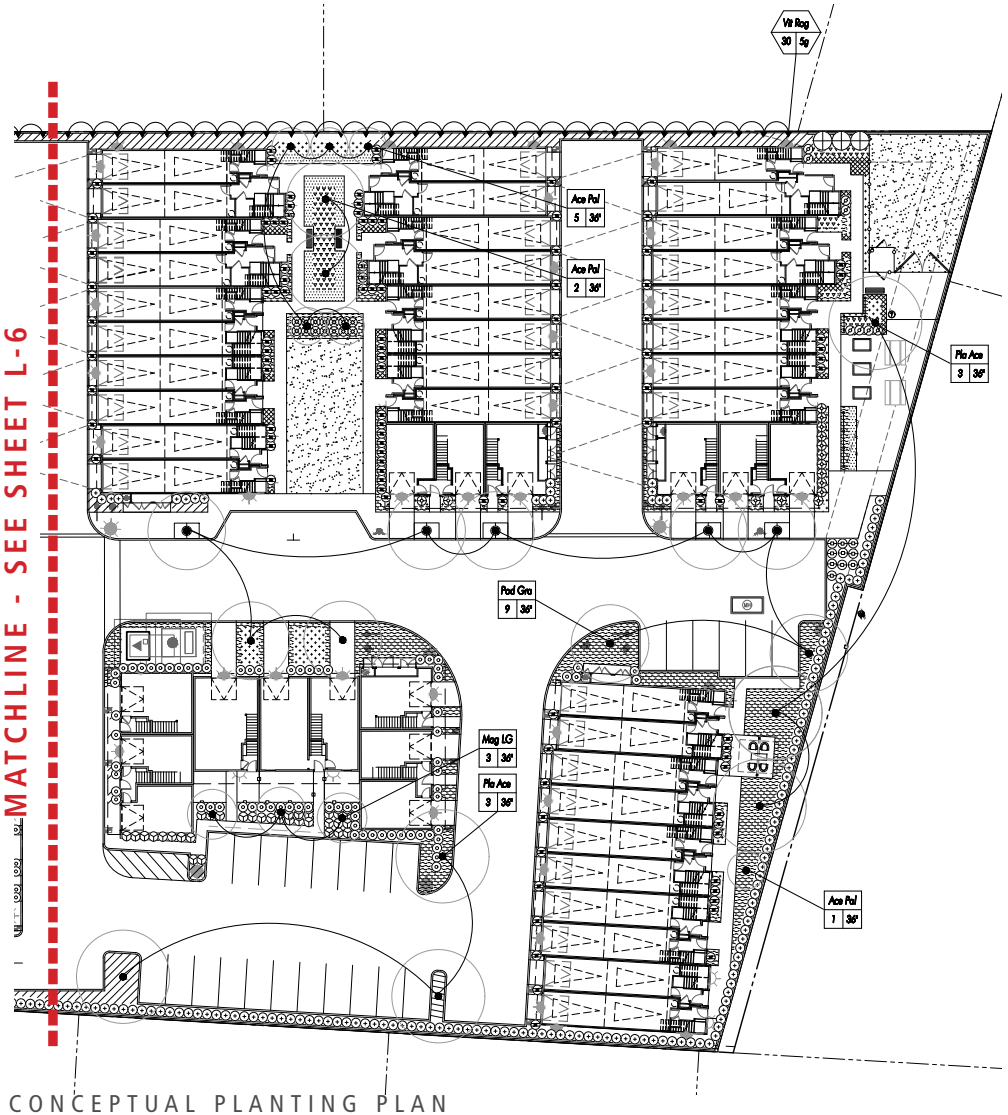
DATE: 11.07.2025

PROJECT: CTV184



CONCEPTUAL PLANTING PLAN

TREE SCHEDULE:

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Arb Mar	Arbutus 'Marina'	Strawberry Tree	Per Plan	Standard
Lag Ind	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle	Per Plan	Standard
Mag LG	Magnolia grandiflora 'Little Gem'	Little Gem Southern Magnolia	Per Plan	Low Branch
Pla Ace	Platanus acerifolia 'Columbia'	London Plane Tree	Per Plan	Standard
Pod Gra	Podocarpus gracilior	African Fern Pine	Per Plan	Standard

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SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
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	Frangula californica 'San Bruno'	Mound San Bruno Coffeeberry	5 gal.	Per Plan
	Ilex crenata 'Sky Pencil'	Sky Pencil Ilex	5 gal.	Per Plan
	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5 gal.	Per Plan
	Ligustrum japonicum 'Texanum'	Waxleaf Privet	5 gal.	Per Plan
	Lomandra longifolia 'Platinum Beauty'	Platinum Beauty Lomandra	5 gal.	Per Plan
	Muhlenbergia rigens	Deer Grass	5 gal.	Per Plan
	Pittosporum tenuifolium	Wrinkled Blue Kohuhu	5 gal.	Per Plan
	Pittosporum tobira 'Variegata'	Japanese Mock Orange	5 gal.	Per Plan
	Podocarpus macrophyllus	Yew Pine	5 gal.	Per Plan
	Prunus caroliniana 'Compacta'	Dwarf Carolina Laurel Cherry	15 gal.	Per Plan
	Rosa hybrid 'Meifjocos'	Pink Drift	5 gal.	Per Plan

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SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
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	Leymus condensatus 'Canyon Prince'	Giant Wild Rye	5 gal.	30" o.c.
	Lomandra longifolia 'Arctic Frost'	Arctic Frost Mat Rush	5 gal.	30" o.c.
	Lonicera japonica 'Halliana'	Japanese Honeysuckle	1 gal.	24" o.c.
	Myoporum parvifolium 'Putah Creek'	Creeping Myoporum	1 gal.	24" o.c.
	Salvia mellifera	Black Sage	1 gal.	30" o.c.
	Trachelospermum jasminoides	Star Jasmine	1 gal.	24" o.c.
	Westringia fruticosa 'Mundi'	Mundi Coast Rosemary	1 gal.	30" o.c.
	Marathon II	Sod	Sod	-
	Bio-Filtration Mix	Seed Mix	-	-

NOTE: Planting plan is conceptual and subject to change during the Construction Document phase of development.

0 10' 20' 40'
Scale: 1" = 20'-0"

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DATE: 11.07.2025

PROJECT: CTV184

LEGEND

- Low Water Use - 13,100 SF
- Medium Water Use - 13,818 SF
- High Water Use - 5,080 SF

Project Name: 1400 Coleman, Santa Clara, CA

Date: February 9th, 2023

WATER EFFICIENT WORK SHEET

Maximum Applied Water Allowance (MAWA)

Total MAWA = (Eto x 0.50 x LA in Sq.ft. x 0.62)+(Eto x 1.0 x SLA in Sq.ft. x 0.62)= Gallons per year for LA + SLA

Hydrozone:	Eto:	KL	LA Sq. Ft.	Conversion	SLA Sq. Ft.	MAWA
Landscaped Area	49.4	0.55	31,470	0.62	0	530,125

MAWA= Maximum Applied Water Allowance (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
0.50= Evapotraspiration Adjustment Factor (ETAF)
1.0= ETAF for Special Landscaped Area
LA= Landscaped Area includes Special Landscape Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
0.3= the additional ET adjustment Factor for Special Landscape Area (1.0- 0.7= 0.3)
SLA= Special Landscape Area (square feet)

Applicant to fill in boxes below:

Eto (Reference Evapotranspiration from Appendix C inches per year)	49.4
Landscaped Area includes Special Landscape Area (square feet)	31,470
Special Landscape Area (square feet)	0

Estimated Annual Water Use:

Total EAWU = (Eto x KL x LA in Sq.ft. / IE)= Gallons per Year

Hydrozone:	Eto:	KL	Sq. Ft.	Conversion	IE	EAWU
Low Water Use Shrubs (Drip)	49.4	0.2	13,645	0.62	0.81	103,190
Medium Water Use Shrubs (Drip)	49.4	0.5	12,885	0.62	0.81	243,606
High Water Use (Rotor)	49.4	0.7	4,940	0.62	0.73	145,084
High (Water Feature)	49.4	1.0	-	0.62	1.00	-
Total EAWU:			31,470			491,880

EAWU= Estimated Applied Water Use (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
Kl= Landscape Coefficient
LA= Landscaped Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
IE= Irrigation Efficiency= IME X DU (See definication in Appendix E for exmaplne IE percentages)
IME= Irrigation Management Efficiency (90%)
DU= Distribution Uniformity of Irrigation Head
Kl= Ks x Kc x Kmc
Ks= species factor (range 1.0- 0.9) (see WUCOLS list for values)
Kd= density factor (range 0.5- 1.3) (see WUCOLS list for density value)
Kmc= microclimatic factor (range 0.5- 1.4) (see WUCOLS)

Table A- PF (Plant Factor)

Cool Season Turf= 0.8
Warm Season Turf= 0.7
High Water Use Plants= 0.7 (can be between 0.7-0.9)
Moderate Water Use Plants= 0.5 (can be between 0.4-0.6)
Low Water Use Plants= 0.2 (can be between 0.1-0.3)
Very Low Water Use Plants= 0.1

IE (Irrigation Efficiency)- Appendix E

Pop-up Stream Rotor= 0.73
Rotor Head= 0.76
Microspray= 0.76
Bubblers= 0.77
Drip Emitters= 0.81
Subsurface Irrigation= 0.81

0 15' 30' 60'
Scale: 1"= 30'-0"

CONCEPTUAL LANDSCAPE PLAN

COLEMAN VILLAGE

CITY VENTURES
1400 COLEMAN AVE.
SANTA CLARA, CALIFORNIA 95050

C2 Collaborative
HUNT HALE JONES
CITY VENTURES Building It Forward

L-8
DATE: 11.07.2025
PROJECT: CTV184

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action to Adopt a Resolution of Necessity to Acquire Certain Real Property Interests on 881 Duane Avenue, Santa Clara, California, from the Owner of Record for Purposes of Implementing the Silicon Valley Power 115kV Transmission Line Project

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

To support the growing electric demand and service needs within the City of Santa Clara (City), Silicon Valley Power (SVP) has identified the need for the construction of a 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the "Project"). This new transmission line will enable SVP to deliver additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability.

After evaluating three potential transmission routes, the City Council approved the preferred route on November 12, 2024 (RTC #24-1040), an overhead alignment along Lafayette Street, Bassett Street, and Duane Avenue. The route was selected based on its overall feasibility, least impact to residents and businesses, permitting constraints, ability to meet the schedule, flexibility in power delivery, ease of maintaining the system, and reduced construction disruption to the public as compared to the other alternatives.

The City Council has previously taken several actions on the Project:

- March 19, 2024 - RTC #24-1614 - Informational Report
- November 12, 2024 - RTC #24-1040 - Action on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and Route Approval for the Project
    - Approved the Adoption of a MND and the MMRP.
    - Approval of Route A, Option 1, for an entirely overhead alignment of the new 115kV transmission line.
- February 25, 2025 - RTC #25-212 - Authority to Execute Purchase and Sale Agreements (PSAs) for Easement Acquisitions

Other actions taken for this Project include two virtual community meetings held on April 25, 2024, and May 23, 2024, as well as an in-person public engagement meeting held on August 22, 2024, to present and take comments from the community on the transmission line route.

The Project requires the acquisition of twenty (20) easements for SVP's electrical facilities. Property

owners have executed purchase and sale agreements for ten of the required easements. The City Council adopted two Resolutions of Necessity on June 24, 2025, one Resolution of Necessity on July 8, 2025, and five Resolutions of Necessity on August 19, 2025, for eight other easements.

The City requires an easement on 881 Duane Avenue, Santa Clara, California (Easement Area), comprised of approximately 7,000 square feet of property as more fully described in the Resolution of Necessity, attached to this Report to Council.

DISCUSSION

On August 8, 2024, the City conducted an appraisal of the Easement Area and, subsequently sent an offer letter based on the appraised value for the Easement Area to the property owner on November 13, 2024. Following the initial outreach, the property owner designated a representative to lead negotiations. Between January and March 2025, the City conducted regular follow-ups and provided project documents, aerial exhibits, and a draft purchase and sale agreement to facilitate the property owner's internal legal review. The property owner proposed monthly coordination meetings, and the City agreed to maintain regular communication. From March through May 2025, the City responded to multiple information requests regarding the easement location, design details, and impacts on existing buildings (as the requested easement area overlaps portions of the existing buildings). In May 2025, the property owner's legal counsel assumed negotiations on behalf of the property, requested additional technical information, and provided a redlined version of the easement agreement on June 19, 2025. Formal negotiations between SVP's outside counsel and the property owner's counsel began on July 2, 2025, and have been unsuccessful in negotiating final easement language. Thus far, the property owner's legal counsel has declined to discuss any pricing for the easement area.

City acquisition of the Easement Area is necessary for the Project and the City's reasonable efforts to acquire it through negotiations have not been successful and the property owner has not accepted the City's offer. Therefore, it has become necessary for the City to acquire the Easement Area through the eminent domain process. At this point, in order to proceed with acquisition of the Easement Area under the eminent domain process, the law requires the City Council to hold a public hearing, consider all testimony presented, and in the City Council's discretion, adopt a Resolution of Necessity making certain findings. These findings, along with the factual basis necessary to make the findings, are set forth below:

- The public interest and necessity require the Project.
  The completion of the Project is one of the key projects that are needed to increase SVP's system capacity to approximately 1300-megawatt (MW). Until the Project is completed, SVP's system capacity will be limited to 819MW. This is insufficient to meet projected electric loads within the City. This Project will enable SVP to deliver additional power, balance electric loads across the City's three receiving stations, and enhance the overall system reliability.
- The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
  The SVP evaluation team for the Project consisted of internal SVP Engineering staff, design and environmental engineering consultants, and program management staff. The SVP evaluation team conducted a comprehensive analysis and evaluation, employing various methodologies such as potholing and ground-penetrating radar (GPR) surveys. This in-depth assessment took into consideration SVP's load growth and system planning projections,

schedule, cost estimation, required easements and permits, and engineering judgment. The goal was to determine feasible route alignments, identify a preferred route, and explore potential overhead and underground options within the preferred route. The findings favored the preferred route for the Project which is the all-overhead option set forth in Attachment 2 of RTC #24-1614. The Project alignment chosen will impact less residents and businesses than the other considered alignments, be achieved at less cost, and be delivered more quickly.

- The Easement Area sought to be acquired is necessary for the Project.
  The Easement Area is necessary to achieve the technical needs of the Project as it is within the alignment of the selected route. The majority of the route will be built within the public right-of-way; however, the Easement Area adjacent to the right-of-way is required for maintenance purposes and to ensure the proper electrical conductor clearances are met. The Easement Area also takes into account the necessary clearances from the blow out or sway of the electrical conductors.
- The offer required by Section 7267.2 of the Government Code has been made to the Owner of Record for the full amount established as the fair market value of the Easement Area.
  On November 13, 2024, the City made an offer to the Owner of Record to acquire the Easement Area for an electric overhead easement upon the value determined by an independent state licensed and certified appraiser in accordance with the above referenced Government Code Section.

The Resolution of Necessity requires approval by a two-thirds vote of the City Council. If the City Council adopts the recommended Resolution of Necessity, the City will deposit the necessary funds for the Easement's probable compensation with the State Condemnation Deposit Fund and file an eminent domain complaint with the Santa Clara County Superior Court to seek possession of the property.

If the City Council adopts the Resolution of Necessity, the parties can continue to negotiate in an effort to come to a mutual agreement on compensation for the easement.

ENVIRONMENTAL REVIEW

The Mitigated Negative Declaration (MND) and Mitigation and Reporting Program (MMRP) were prepared for the Project in conformance with CEQA. These documents and Notice of Availability were posted on the City's website at http://www.santaclaraca.gov/ceqa and circulated for a 30-day review period from July 31, 2024, to August 30, 2024.

The MND examined environmental impacts associated with the Project. The MND identified potentially significant impacts to air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water, noise, and traffic/transportation. However, the MND and MMRP incorporates mitigation measures to reduce the potentially significant impacts to less-than-significant.

The MND and MMRP were adopted by the City Council on November 12, 2024, by Resolution No. 24-9386.

FISCAL IMPACT

There is no fiscal impact to the City for adopting the action on a Resolution of Necessity to acquire certain real property interests on 881 Duane Avenue, Santa Clara, California, from the Owner of Record other than administrative staff time and expense. The anticipated easement costs for the Project are currently budgeted within the Electric Utility Capital Fund in the NRS-KRS 115kV Line project.

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.

Additionally, on October 20, 2025, a letter (attached) was mailed to the property owner, as verified in the Title Report. The letter included notification of the public hearing and consideration of a Resolution of Necessity. A Notice of Intention to Adopt a Resolution of Necessity stating that the hearing before the City Council is scheduled for November 18, 2025, and Request to be Heard documentation were also included as attachments to the letter.

ALTERNATIVES

1. Adopt a Resolution of Necessity to Acquire Certain Real Property Interests.
2. Do not adopt a Resolution of Necessity to Acquire Certain Real Property Interests.

RECOMMENDATION

Adopt a Resolution of Necessity making the required findings to acquire certain real property interests on 881 Duane Avenue, Santa Clara, California, from the Owner of Record for purposes of implementing the Silicon Valley Power 115kV Transmission Line Project (Five affirmative votes required [California Code of Civil Procedure section 1245.245]).

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

ATTACHMENTS

1. 881 Duane Ave, November 13, 2024, Offer Letter
2. Resolution of Necessity - 881 Duane Ave
3. 881 Duane Ave, Notice of Intention to Adopt Resolution of Necessity

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

Nov. 13, 2024

Storage Equities, Inc.
P.O. Box 25025
Glendale, CA, 91221

SUBJECT: OFFER TO PURCHASE OVERHEAD ELECTRIC EASEMENT
SITE: 881 Duane Avenue
NRS-KRS 115kV Transmission Line Project

Dear Storage Equities, Inc.:

The City of Santa Clara, acting by and through its municipally owned utility, Silicon Valley Power (SVP), is currently pursuing acquisition of power line easements to construct, operate, and maintain approximately 2.24 miles of new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) ("Project"). The power lines that are proposed to be built for the Project requires the acquisition of property rights affecting approximately 7,000 square feet over a portion of your property located at 881 Duane Avenue, Santa Clara, CA and is also identified by the County Assessor as Parcel No. 224-36-039 ("Property").

SVP's primary objective of the Project is to increase system capacity and reliability. The majority of the new 115kV transmission line would be constructed along Lafayette Street, Bassett Street, and Duane Avenue. The Project is anticipated to be completed in 2028.

SVP designs its transmission system so that a loss of a single transmission line does not result in the loss of power for its customers. This design philosophy ensures the maximum reliability for its customers. As the power demands of the City grow, so does the necessity to construct infrastructure upgrades, such as this project, to continue to maintain this level of service reliability and increase the power capacity to support load growth and development. SVP is proactive about addressing future reliability issues and committed to providing the best service reliability for its customers.

Our title information shows Storage Equities, Inc., a California corporation to be the owner of the Property. This Property is within the Project area.

Subject to, and upon the terms and conditions set forth herein, SVP offers to purchase the easement area over the Property ("Easement Area"), as described in Exhibit A: Overhead Electric Easement Deed ("Easement Deed") attached hereto. SVP hereby offers the sum of One Hundred Seventy Five Thousand Dollars ($175,000) as just compensation for the acquisition of the Easement Area.

SILICON VALLEY POWER.
CITY OF SANTA CLARA

Powering The Center of What's Possible

It is the policy of SVP to acquire property interests that are in private interests through voluntary purchase, if possible, and only when it is necessary to do so. In accordance with applicable law, SVP has obtained, reviewed and approved an appraisal to establish the fair market value of the property to be acquired. The attached Appraisal Summary outlines the basis for this offer pursuant to Government Code §7267.2.

Pursuant to Code of Civil Procedure §1263.025, SVP offers to pay your reasonable costs up to five thousand dollars ($5,000) for an independent appraisal of the property interests. By law, an appraiser licensed by the Office of Real Estate Appraisers must prepare the independent appraisal. Although you are not required to obtain an appraisal at this time, or at all, if you believe such appraisal can assist you in evaluating this offer, it is in your interest to obtain an independent appraisal as expeditiously as possible. If you choose to obtain an appraisal, please forward SVP an invoice from your appraiser, identifying the Easement Area and the Property address as the subject of the appraisal and the fee charged.

Materials enclosed for your information include:

- An Easement Deed with Exhibit showing the Easement Area;
- The Appraisal Summary for your Easement Area.

The agent assigned to you and to whom you will be working with is **John Timmins** who can be reached at **801-244-3707** or by email at **john.timmins@eciusa.com**. Please contact him if you have any questions or if you wish further clarification of this offer.

If you are agreeable to the purchase amount of this offer for the Easement Area, please indicate your acceptance by signing in the space provided below and return an original signed copy of this letter to **John Timmins** using the postage paid return envelope, which is enclosed, for your use. Upon receipt of your acceptance of this purchase offer amount, a contract for sale (Purchase and Sale Agreement) and escrow instructions will be prepared for your execution. SVP will pay all of the conveyance and escrow costs. All taxes and assessments, if any, will be pro-rated, and possession will be delivered to SVP at the close of escrow.

Sincerely,

Manuel Pineda P.E.
Chief Electric Utility Officer

Enclosures:

SVP Easement with Exhibit
Appraisal Summary
Postage paid return envelope

ACCEPTANCE OF OFFER

I, _____, am the legal owner of the Property. SVP submitted to me an Offer to purchase Overhead Electric Easement dated November 13, 2024 ("Offer") whereby the City of Santa Clara acting by and through its municipally owned utility, Silicon Valley Power, offered $175,000 as the purchase amount for the acquisition of the Easement Area. By signing below, I, _____ hereby accept this Offer and the terms and conditions contained therein. I further represent that I am legally authorized to accept the Offer.

Any and all capitalized terms shall have the meaning ascribed to them in the Offer.

Owner's Name

By:_____

Name:_____

Title:_____

Date:_____

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE
PER GOVERNMENT CODE §§ 6103 and 27383

EXEMPT FROM FEE
PER GOVERNMENTCODE § 27388.1 (a)(2)(D)

OVERHEAD ELECTRIC EASEMENT DEED

881 Duane Avenue & APN 224-36-039
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Storage Equities, Inc., a California corporation**, (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission systems, electrical distribution system, and communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

SC xx-xx
224-36-039

IN WITNESS WHEREOF, said grantors have hereunto set their hands this _____ day of _____, 20___.

By: _____

Print Name: _____

Title: _____

APPROVED FOR FORM:

_____
Office of the City Attorney
City of Santa Clara

By: _____

Print Name: _____

Title: _____

"OWNER" APN 224-36-039 (2024-10)

ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT. IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.
ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

SVP REF: SC 1X-1XX

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
STORAGE EQUITIES, INC.
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
APN: 224-36-039
EASEMENT AREA: 7,000 SQ.FT. ±

NOT VALID UNLESS SIGNED & SEALED

DESCRIPTION:

The westerly 25.00 feet of the parcel of land conveyed in that certain Grant Deed recorded December 31, 1986 as Document No. 9092674, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located along the centerline of Bassett Street; thence South 1°06'00" West 1,005.27 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit) to a monument located along the centerline of said Bassett Street; thence continuing South 1°06'00" West 206.65 feet along said centerline; thence South 88°54'00" East 33.00 feet to the northwesterly corner of said Grantor's Parcel and easterly right-of-way of Duane Avenue and the **POINT OF BEGINNING**; thence South 75°10'12" East 25.74 feet along the northerly line of said Grantor's Parcel; thence South 1°06'00" West 286.93 feet to said easterly right-of-way of Duane Avenue and the beginning of a non-tangent curve concave northeasterly having a radius of 54.00 feet; thence northwesterly 40.18 feet along said curved right-of-way through a central angle of 42°37'54"; thence North 1°06'00" East 262.77 feet along said easterly right-of-way to the **POINT OF BEGINNING.**

CONTAINING: 7,000 sq. ft., more or less.

-PRELIMINARY-
FOR REFERENCE ONLY

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 10-7-24		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9994

STORAGE EQUITIES, INC.
APN: 224-36-039
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054

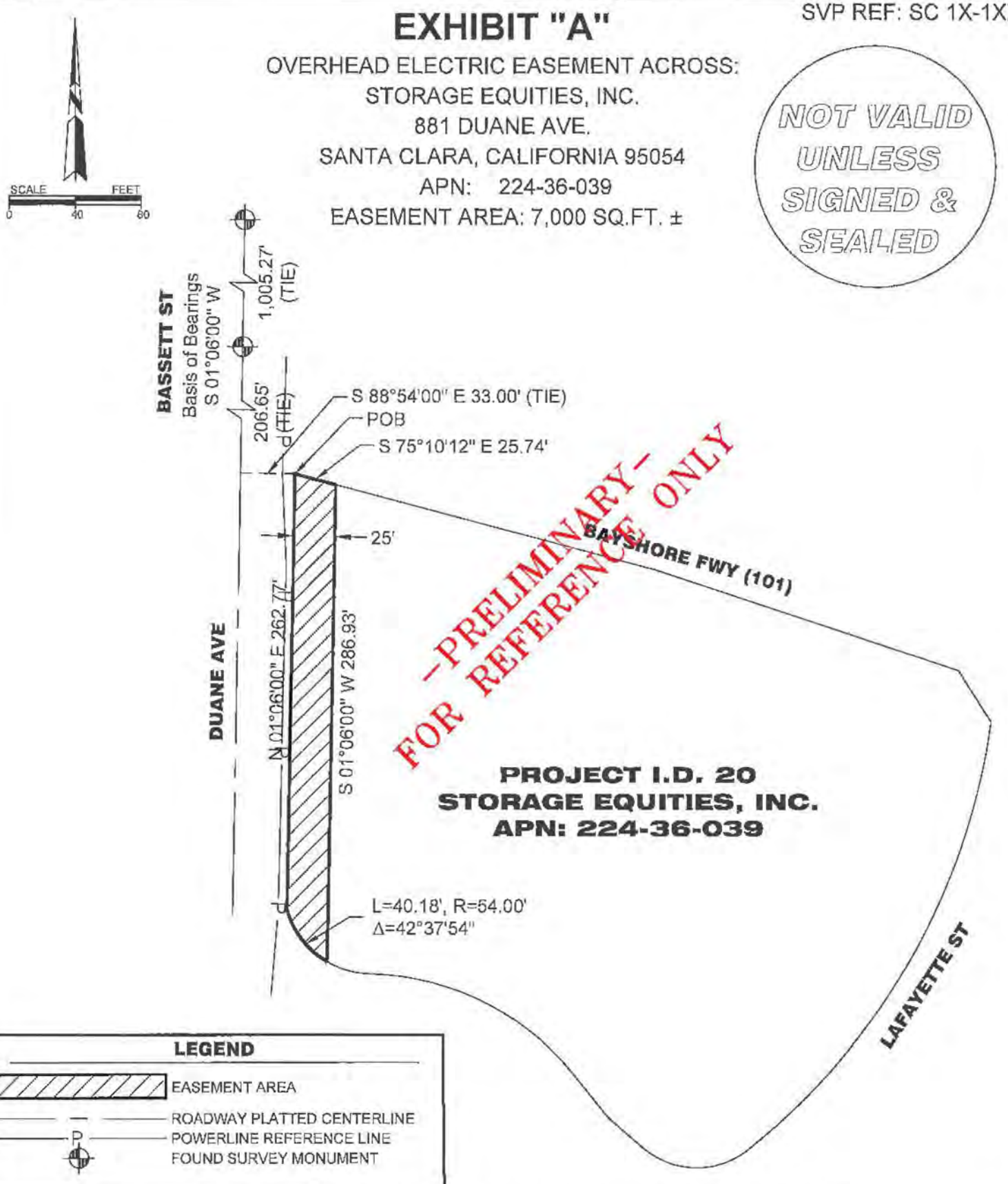
SILICON VALLEY POWER.
CITY OF SANTA CLARA

SVP REF: SC 1X-1XX

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
STORAGE EQUITIES, INC.
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
APN: 224-36-039
EASEMENT AREA: 7,000 SQ.FT. ±

NOT VALID UNLESS SIGNED & SEALED



LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 10-7-24		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

STORAGE EQUITIES, INC.
APN: 224-36-039
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER.
CITY OF SANTA CLARA

SHEET: 2 of 2

Valbridge
PROPERTY ADVISORS

3160 Crow Canyon Place, Suite 245
San Ramon, CA 94583
925.327.1660 phone
408-279-3428 fax
valbridge.com

Appendix A

October 8, 2024

City of Santa Clara
Overhead Electric Easement
Appraisal Summary Statement And
Summary of the Basis for Just Compensation
(Pursuant to Government Code Section 7267.2)

The following is a statement of and summary of the basis for the appraisal and the amount that Silicon Valley Power has established as just compensation required by California Government Code Section 7267.2. The appraisal on which this summary is based was made in accordance with accepted appraisal principles, consistent with California valuation law.

The purpose of this appraisal is to estimate the fair market value of the proposed acquisition appraised. Section 1263.320 of the Code of Civil Procedure defines fair market value as:

A. *The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.*

B. *The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.*

The date of value August 8, 2024, which was the date of inspection.

The intended use of this appraisal is for potential acquisition of easement access rights, which is called the Overhead Electric Easement. The intended user is Silicon Valley Power.

The scope of work included inspecting the property, research and analysis of comparable data, and highest and best use analysis.

The appraised rights are further identified as follows:

1) The fair market value of a 7,000-square-foot permanent easement.

Statement of the Amount Established as Just Compensation

The amount Silicon Valley Power has established as just compensation for the property rights described in the accompanying offer is: **$175,000 (One Hundred Seventy-Five Thousand Dollars).**

Summary of Basis for the Amount Established as Just Compensation

This Summary of the Basis for the Amount Established as Just Compensation (prepared pursuant to Government Code Section 7267.2) is a summary of the appraisal used by Silicon Valley Power to determine the amount it established as just compensation for an easement.

(A) Property Identification – Subject Property

Owner of Record:	Storage Equities Inc.
Assessor's Parcel Numbers (APNs):	Santa Clara County Assessor's Parcel Number (APN) 224-36-039
Property Address:	881 Duane Avenue, Santa Clara, Santa Clara County, California 95054
Property Transfers in the Past Three Years:	There have been no other transfers within three years.
General Character of Interest Being Appraised:	Easement
Larger Parcel Land Size:	117,612 square feet
Improvements:	There is an existing self-storage building on the property.
Topography:	Level
Shape:	Irregular

Access:	Access to the Larger Parcel is available off of Duane Avenue.
Utilities:	Typical municipal and public utilities are available.
Environmental Conditions:	We did not receive a Phase I report for the Subject Property, and we assume there are no adverse environmental conditions.
Date of Valuation:	August 8, 2024
Highest and Best Use	The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible, and which results in the highest value of the property being valued.
Highest and Best Use – As If Vacant:	Industrial development.
Highest and Best Use – As Improved:	Existing use.
Present Use Subject Property:	The Larger Parcel is currently used as a self-storage property.
Applicable Zoning:	MH (also known as HI) – Heavy Industrial

(B) Approaches Used in the Appraisal

We employed the "before" and "after" methodology for the Larger Parcel. In the "before" condition, we have not considered the Project.

In the "after" condition, we have considered the impacts attributed to the proposed easement and the Project.

Three methods of valuation can be applied to the appraisal of land. The most often used approach is the Direct Sales Comparison Approach. This method involves the comparison of the subject with recent sales of comparable properties.

A second method of land appraisal is the Land Development Approach. This approach involves estimating the development costs of installing all utilities and off-sites. These costs can be subtracted from a known improved lot value (established by sales comparison) to arrive at an estimate of raw land value or added to the known raw land value to arrive at the value of an improved site.

The third method employed is an Income Residual Method. An estimate is made of the potential net income, which can be earned from the site improved with buildings. The cost of these improvements is estimated to determine the portion of the income needed to supply a fair return on these costs. The residual income is available for a return on the land. Therefore, this income is capitalized into an indicated land value.

For purposes of this appraisal, the Sales Comparison Approach has been employed. Sufficient sales data was available that it was felt this method yielded a reliable result. This is the method that would most often be applied by a typical buyer of this type of property. The comparable sales are provided in Exhibit A.

Sales Comparison Approach

The sales comparison approach is used to derive a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments to the comparables based on the elements of comparison.

Based on our analysis of sale comparables provided in Exhibit A, we estimate the land value of the Larger Parcel to be $11,761,200 (land only). This is based on a price per square foot of land of $100 x 117,612 square feet.

(C) Value of Part Taken

We have valued the part taken next. This consists of the value of the permanent easement.

Permanent Easement

In the "after" condition, the highest and best use of the Larger Parcel remains for continuation of the existing use.

For this valuation, the rationale for estimating the easement value can be shown as an equation:

Fee simple land value x % of fee rights being acquired = easement value

Based on our experience, an easement that is solely for subsurface utilities, as one example, may command a 10-35% share of the fee rights. As another example, exclusive control of surface rights may capture 90-100% of the fee simple value.

The subject is a perpetual easement. The grantor has significant remaining rights at the surface, landscaping, parking and signage for example. We estimate that the easement encumbers 25% of the total bundle of rights.

Therefore, the fair market value for the permanent easement is estimated at **$175,000,** or 7,000 square feet x $100 x 25%.

(D) Severance Damages/Benefits Analysis

Severance damages and benefits involve measuring the effect that the "acquisition" and "Project" have on the value of the property remaining, i.e., on the "remainder."

The acquisition is not expected to result in any severance damages to the remainder.

The highest and best use of the Larger Parcel upon partial acquisition is unchanged, relative to the "before" condition. We have not identified any damages from the Project.

Benefits result when the value of the remainder increases because of either the Project or the acquisition. Any resulting benefits are offset only against severance damages and not against acquisition value.

Each case for benefits is unique. In the case of the subject, we envision that the electric utility upgrades would be superior relative to the existing conditions. Since we have not identified any severance damages, we have not quantified any potential benefits.

(E) Conclusion of Just Compensation and Value in the "After" Condition

The market value of the acquisition is shown on the following page.

Summary of Valuation		
A. Land Value of the whole before acquisition:		$11,761,200
B. Value of the part acquired as part of the whole:		$175,000
Permanent Easement ($100 x 7,000 SF x 25%)	$175,000	
Site Improvements (e.g. trees)	$0	
C. Value of the remainder as part of the whole: (Line A less Line B)		$11,586,200
D. Value of the remainder after the acquisition and before consideration of benefits (Line C - Line E)		$11,586,200
E. Severance Damages/Cost to Cure		$0
F. Value of the remainder after the acquisition and after considering benefits		$11,586,200
G. Benefits (Line F less Line D)		0
H. Net Damages or Net Benefits (Line E minus Line G)		$0
Plus: TCE:		$0
Total		$0
I. Market Value of the Acquisition (Just Compensation) (Line B plus Line H)		$175,000
		$0
Subtotal		$175,000
Rounded		**$175,000**

The resulting land value of the remainder in the "after" condition is $11,586,200, or $11,761,200 - $175,000.

The fair market value for the acquisition is, **$175,000,** as summarized below:

Value Conclusions: 881 Duane

	Permanent Easement	Site Improvements	Net Severance Damages	Total Fair Market Value
Value Type	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value
Property Rights Appraised	Permanent Easement			Acquisition
Date of Value	August 8, 2024	August 8, 2024	August 8, 2024	8/8/20024
Fair Market Value	**$175,000**	**$0**	**$0**	**Total: $175,000 (rounded)**

The previous is a summary of the appraisal prepared at the request of Silicon Valley Power to comply with Government Code Section 7267.2 that fairly and correctly states my opinions and knowledge.

Dated: October 8, 2024

Josh Fronen, MAI
Managing Director
California Certified License #AG028548
License Expires 12-18-2025

Addenda

Exhibit A: Land Sales
Exhibit B: Easement Area
Office Locations

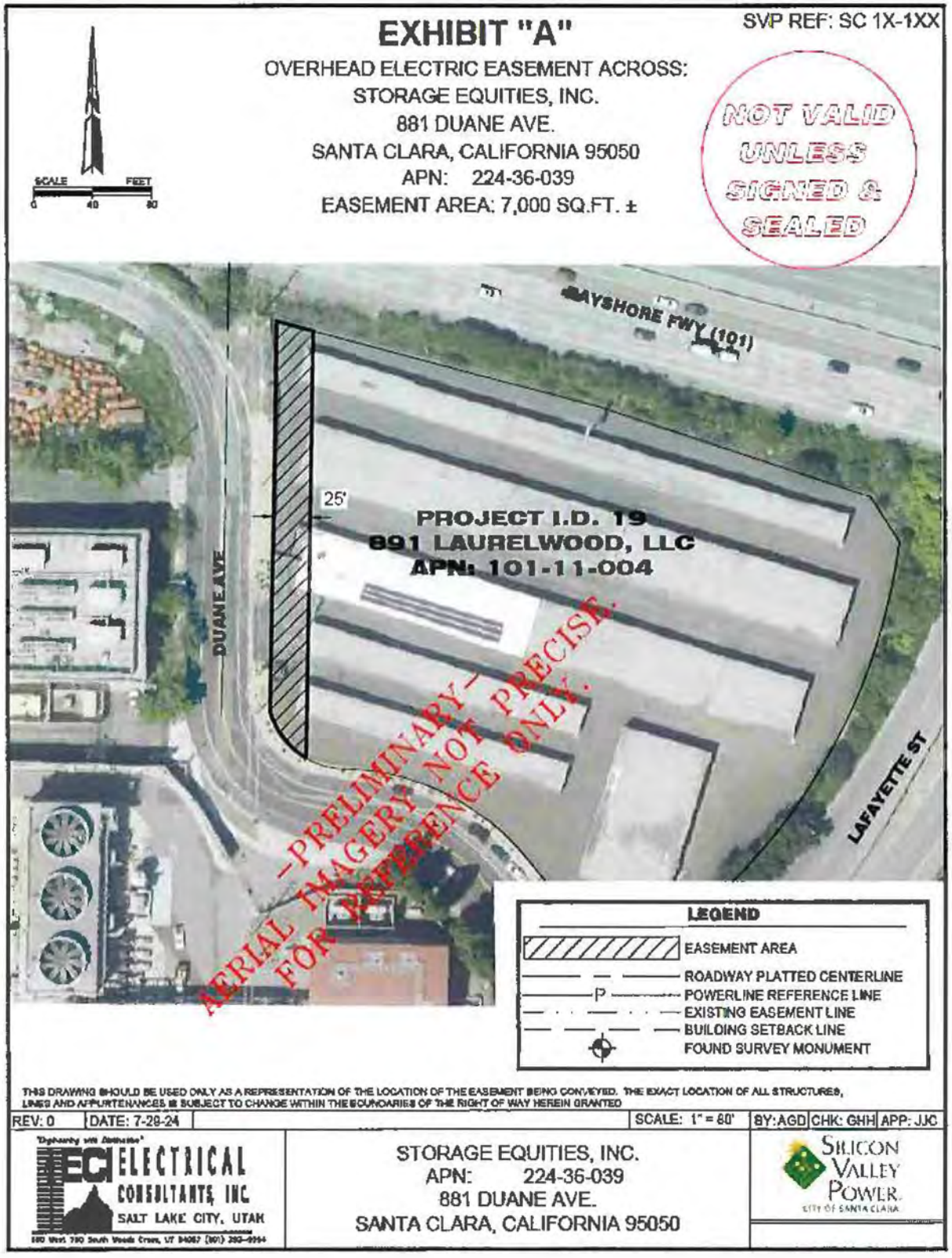
Exhibit A: Land Sales

Comparable Sales Summary

Comp No.	Address	COE date	Land SF	Sale Price	Price per SF of Land	Grantor / Grantee and Recording #
1	550 East Brokaw Road San Jose	Feb-24	861,617	$ 80,000,000	**$92.85**	Caracol Property Owner LLC Super Micro Computer Inc. Recording # 25596686
2	1045 Commercial Court San Jose	Jan-23	108,028	$ 6,500,000	**$60.17**	Anderson Graves LLC 1045 Commercial Court LLC Recording #25431855
3	960 Central Expressway Santa Clara	Mar-23	1,788,138	$ 237,761,000	**$132.97**	Owens Corning Insulating Systems LLC Amazon Com Services LLC Recording #25445147
3	868 Parker Street Santa Clara	Jul-24	39,048	$ 4,900,000	**$125.49**	ABC Manufacturing Co. 840 Parker Street LLC Recording #25661169

Exhibit B: Easement Area

Permanent Easement



FAST FACTS

COMPANY INFORMATION

- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a Senior Managing Director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by local offices.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market, and other bulk-property engagements.

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VALBRIDGE PROPERTY ADVISORS OFFICE LOCATIONS

ALABAMA

26241 Equity Dr., Ste. 101
Daphne, AL 36526
(251) 929-9090

4245 Balmoral Dr. SW, Unit #201
Huntsville, AL 35801
(256) 210-1555

4732 Woodmere Blvd.
Montgomery, AL 36106
(334) 277-5077

CALIFORNIA

3160 Crow Canyon Pl.
San Ramon, CA 94583
(925) 327-1660

825 Colorado Blvd., Ste. 201
Los Angeles, CA 90041
(626) 486-9327

17822 17th St., Ste. 211
Tustin, CA 92780
(714) 449-0852

775 Sunrise Ave., Ste. 260
Roseville, CA 95661
(916) 361-2509

1530 The Alameda, Ste. 100
San Jose, CA 95126
(408) 279-1520

COLORADO

5345 Arapahoe Ave., Ste. 6
Boulder, CO 80303
(303) 867-1935

FLORIDA

301 Almeria Ave., Ste. 350
Coral Gables, FL 33134
(305) 639-8029

3780 Burns Rd., Ste. 4
Palm Beach Gardens, FL 33410
(561) 833-5331

3033 Riviera Dr., Ste. 106
Naples, FL 34103
(239) 514-4646

IDAHO

3910 S. Yellowstone Hwy., Ste. B5
Idaho Falls, ID 83402
(208) 534-5505

1875 N. Lakewood Dr., Ste. 100
Coeur d'Alene, ID 83814
(208) 292-2965

ILLINOIS

566 W. Lake St., Ste. 240
Chicago, IL 60661
(312) 429-0132

INDIANA

6801 Lake Plaza Dr., Ste. C-301
Indianapolis, IN 46220
(317) 687-2747

KANSAS

10990 Quivira Rd., Ste. 100
Overland Park, KS 66210
(913) 451-1451

KENTUCKY

1890 Star Shoot Pkwy.
Lexington, KY 40509
(502) 585-3651

KENTUCKY (CONT'D)

9401 Williamsburg Plaza, Ste. 204
Louisville, KY 40222
(502) 585-3651

MARYLAND

11100 Dovedale Ct.
Marriottsville, MD 21104
(443) 333-5525

MASSACHUSETTS

260 Bear Hill Rd., Ste. 106
Waltham, MA 02451
(781) 790-5645

MICHIGAN

1420 Washington Blvd.
Detroit, MI 48226
(313) 986-3313

2127 University Park Dr.
Okemos, MI 48864
(517) 336-0001

MINNESOTA

1515 Central Pkwy., Ste. 120
Eagan, MN 55121
(651) 370-1475

MISSISSIPPI

1010 Ford St.
Gulfport, MS 39507
(228) 604-1900

224 Avalon Cir.
Brandon, MS 39047
(601) 853-0736

501 Highway 12 W., Ste. 150-M
Starkville, MS 39759
(662) 617-2350

MISSOURI
1118 Hampton Ave., Ste. 208
St. Louis, MO 63139
(314) 255-1323

NEVADA
3034 S. Durango Dr., Ste. 100
Las Vegas, NV 89117
(702) 242-9369

1575 Delucchi Ln., Ste. 209
Reno, NV 89502
(775) 204-4100

NEW MEXICO
7301 Indian School Rd. NE, Ste. A
Albuquerque, NM 87110
(505) 884-4721

NORTH CAROLINA
5950 Fairview Rd., Ste. 405
Charlotte, NC 28210
(704) 376-5400

NORTH DAKOTA
118 Broadway N., Ste. 509
Fargo, ND 58091
(701) 289-1676

OHIO
8298 Clough Pike, Ste. 1
Cincinnati, OH 45244
(513) 785-0820

OKLAHOMA
6666 S. Sheridan Rd., Ste. 104
Tulsa, OK 74133
(918) 712-9992

3121 Quail Springs Pkwy., Ste. 150
Oklahoma City, OK 73134
(405) 603-1553

PENNSYLVANIA
900 West Valley Rd., Ste. 503
Wayne, PA 19087
(215) 545-1900

4701 Baptist Rd., Ste. 304
Pittsburgh, PA 15227
(412) 881-6080

SOUTH CAROLINA
1250 Fairmont Ave.
Mt. Pleasant, SC 29464
(843) 884-1266

11 Cleveland Ct.
Greenville, SC 29607
(864) 233-6277

920 Bay St., Ste. 26
Beaufort, SC 29902
(843) 884-1266

TENNESSEE
3500 Ringgold Rd., Ste. 3
Chattanooga, TN 37412
(423) 206-2677

213 Fox Rd.
Knoxville, TN 37922
(865) 522-2424

756 Ridge Lake Blvd., Ste. 225
Memphis, TN 38120
(901) 753-6977

5205 Maryland Way, Ste. 202
Brentwood, TN 37027
(615) 369-0670

TEXAS
901 Mopac Expy. S., Bldg. 1, Ste. 300
Austin, TX 78746
(737) 242-8585

10210 North Central Expy., Ste. 115
Dallas, TX 75231
(214) 446-1611

974 Campbell Rd., Ste. 204
Houston, TX 77024
(713) 467-5858

2731 81st St.
Lubbock, TX 79423
(806) 744-1188

9901 IH-10 West, Ste. 1035
San Antonio, TX 78230
(210) 227-6229

UTAH
527 E. Pioneer Rd., Ste. 240
Draper, UT 84020
(801) 262-3388

20 North Main St.
St. George, UT 84770
(435) 773-6300

321 N. County Blvd., Ste. D
American Fork, UT 84003
(801) 492-0000

VIRGINIA
656 Independence Pkwy., Ste. 220
Chesapeake, VA 23320
(757) 410-1222

1231 Alverser Dr.
Midlothian, VA 23113
(757) 345-0010

5107 Center St., Ste. 2B
Williamsburg, VA 23188
(757) 345-0010

WASHINGTON
8378 W. Grandridge Blvd., Ste. 110-D
Kennewick, WA 99336
(509) 221-1540

324 N. Mullan Rd.
Spokane Valley, WA 99206
(509) 747-0999

WISCONSIN
12660 W. North Ave.
Brookfield, WI 53005
(262) 782-7990

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS FOR A PUBLIC PROJECT AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the City of Santa Clara (hereinafter the "City"), a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power (hereinafter "SVP"), is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP's electric system. The upgrades and enhancements require a new 115-kilovolt (kV) transmission line connecting the Northern Receiving Station (NRS) and the Kifer Receiving Station (KRS) (the "Project);

WHEREAS, the Project will enable SVP to transfer additional power, balance electric loads across the City's three receiving stations, and enhance overall system reliability;

WHEREAS, the Project will involve the construction, installation, placement, operation, and maintenance of transmission and distribution electric facilities and result in either the expansion of existing easements or the acquisition of new easements;

WHEREAS, it is desirable and necessary for the City to acquire the real property interests necessary for the Project located at 881 Duane Avenue, Santa Clara, CA 95054 (the "Subject Property Interests"), as more fully described and depicted in Exhibit A and Exhibit B;

WHEREAS, the City is vested with the power of eminent domain to acquire real property interests by virtue of Section 19 of Article I of the California Constitution, California Government Code section 37350.5, California Public Utilities Code section 612, and California Code of Civil Procedure sections 1240.010 and 1240.220;

WHEREAS, the City conducted an appraisal of the Subject Property Interests and, pursuant to the provisions of Section 7267.2 of the California Government Code, the City has made an offer to the owner of record (the "Owner of Record") to acquire the Subject Property Interests for the

amount which it has established to be just compensation;

WHEREAS, the City determined the Owner of Record based on the name and address appearing on the last equalized county assessment roll notice in connection with the Subject Property Interests;

WHEREAS, the Owner of Record has not accepted the City's offer;

WHEREAS, pursuant to the provisions of the California Code of Civil Procedure Section 1245.235, the City provided notice to the Owner of Record of 881 Duane Avenue, Santa Clara, CA 95054 that the City Council intends to adopt a resolution of necessity and the right of the Owner of Record to appear before the City Council and heard; and

WHEREAS, on November 12, 2024, by Resolution No. 24-9386, the City Council certified the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Project in accordance with California Environmental Quality Act (CEQA), and the actions proposed herein require no further environmental review is necessary pursuant to CEQA.

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

1. That the above Recitals are true and correct and by this reference made a part hereof.

2. That the Report to Council accompanying this resolution is true and correct and by this reference made a part hereof.

3. That the Recitals and the Report to Council support the City Council's findings below:

    A. The public interest and necessity require the Project.

    B. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

    C. The Subject Property Interests sought to be acquired are necessary for the Project.

    D. All environmental review required by law has been prepared and adopted.

    E. The offer required by Section 7267.2 of the California Government Code has

been made to the Owner(s) of Record of the Subject Property Interests.

F. The necessary notice of hearing has been given, as required by Code of Civil Procedure section 1245.235.

4. That the City Attorney or his duly authorized designee is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such actions as he may deem advisable or necessary in connection therewith.

5. That the City may deposit with the State Treasury the probable amount of compensation and obtain an order for prejudgment possession of the Subject Property Interests.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit A – Subject Property Interests Overhead Electric Utility Easement
2. Exhibit B – Exhibit A Description

SVP REF:

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
STORAGE EQUITIES, INC.
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
APN: 224-36-039
EASEMENT AREA: 7,000 SQ.FT. ±

DESCRIPTION:

The westerly 25.00 feet of the parcel of land conveyed in that certain Grant Deed recorded December 31, 1986 as Document No. 9092674, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located along the centerline of Bassett Street; thence South 1°06'00" West 1,005.27 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit) to a monument located along the centerline of said Bassett Street; thence continuing South 1°06'00" West 206.65 feet along said centerline; thence South 88°54'00" East 33.00 feet to the northwesterly corner of said Grantor's Parcel and easterly right-of-way of Duane Avenue and the **POINT OF BEGINNING**; thence South 75°10'12" East 25.74 feet along the northerly line of said Grantor's Parcel; thence South 1°06'00" West 286.93 feet to said easterly right-of-way of Duane Avenue and the beginning of a non-tangent curve concave northeasterly having a radius of 54.00 feet; thence northwesterly 40.18 feet along said curved right-of-way through a central angle of 42°37'54"; thence North 1°06'00" East 262.77 feet along said easterly right-of-way to the **POINT OF BEGINNING.**

CONTAINING: 7,000 sq. ft., more or less.

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954

STORAGE EQUITIES, INC.
APN: 224-36-039
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 1 of 2

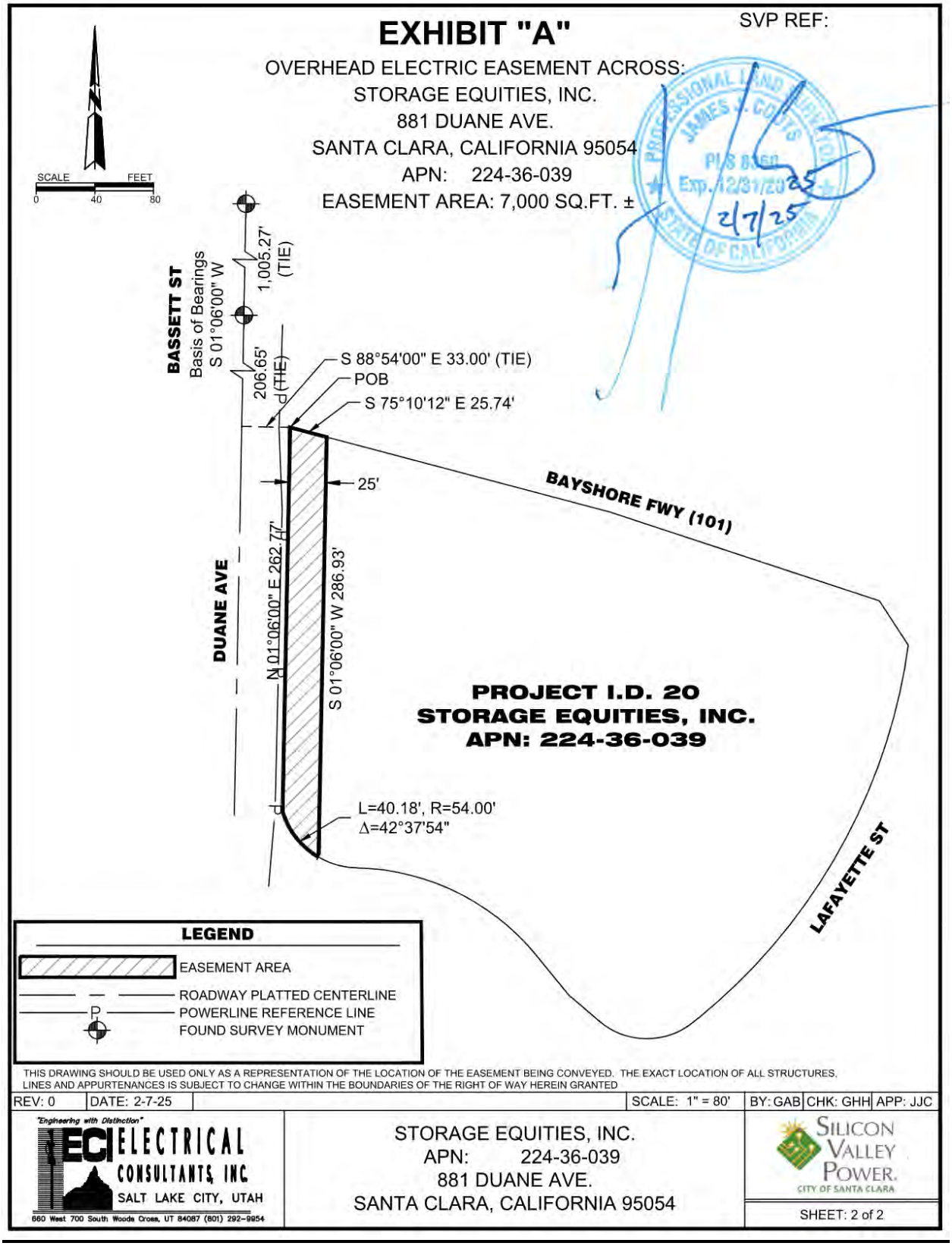


EXHIBIT "A"
SVP REF:
OVERHEAD ELECTRIC EASEMENT ACROSS:
STORAGE EQUITIES, INC.
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
APN: 224-36-039
EASEMENT AREA: 7,000 SQ.FT. ±
SCALE FEET
0 40 80
BASSETT ST
Basis of Bearings
S 01°06'00" W
1,005.27' (TIE)
206.65' (TIE)
S 88°54'00" E 33.00' (TIE)
POB
S 75°10'12" E 25.74'
25'
BAYSHORE FWY (101)
DUANE AVE
N 01°06'00" E 262.77'
S 01°06'00" W 286.93'
PROJECT I.D. 20
STORAGE EQUITIES, INC.
APN: 224-36-039
L=40.18', R=54.00'
Δ=42°37'54"
LAFAYETTE ST
LEGEND
EASEMENT AREA
ROADWAY PLATTED CENTERLINE
POWERLINE REFERENCE LINE
FOUND SURVEY MONUMENT
THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED
REV: 0 DATE: 2-7-25 SCALE: 1" = 80' BY: GAB CHK: GHH APP: JJC
"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9954
STORAGE EQUITIES, INC.
APN: 224-36-039
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
SILICON VALLEY POWER
CITY OF SANTA CLARA
SHEET: 2 of 2

EXHIBIT B

Exhibit A Description

[i] a 7,000 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

SILICON VALLEY POWER
CITY OF SANTA CLARA

Powering The Center of What's Possible

October 20, 2025

Storage Equities, Inc.
P.O. Box 25025
Glendale, CA, 91221

Re: **NRS-KRS 115kV Transmission Line Project**
Property Address: 881 Duane Avenue, Santa Clara, CA 95054
APN: 224-36-039

Dear Sir/Madam:

As you know, the City of Santa Clara ("City") has approved plans to construct its new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project ("Project"). In order to construct the Project, the City requires an overhead electric easement from you at the property located at 881 Duane Avenue, Santa Clara, CA 95054 ("Property").

We have not come to an agreement for a voluntary sale of these easement rights; therefore, the City Council will hold a hearing and consider adopting a Resolution of Necessity. If adopted, the Resolution of Necessity functions as a declaration that public use and necessity requires the acquisition of an overhead electric easement on the Property for the Project. To that end, please find enclosed a Notice of Intention to Adopt Resolution of Necessity, stating that the hearing before the City Council is scheduled for **November 18, 2025.** If you wish to appear at the hearing and address the City Council, please complete the enclosed Request to be Heard and return it to the City Clerk in advance of the hearing.

Sincerely,

Nico Procos
Director of Silicon Valley Power

CITY OF SANTA CLARA NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY INTEREST FOR NRS-KRS 115KV TRANSMISSION LINE PROJECT

YOU ARE HEREBY NOTIFIED, pursuant to Section 1245.235 of the California Code of Civil Procedure, that the City of Santa Clara intends to consider adoption of a Resolution of Necessity to Condemn Interest in Real Property for a new 115 kilovolt (kV) overhead transmission line from the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) Project (Project). The interest to be acquired is an Overhead Electric Easement as described and depicted in Exhibit A and Exhibit B.

NOTICE IS FURTHER GIVEN, that on November 18, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard, at the City Council Chambers, City Hall, 1500 Warburton Ave. Santa Clara, California, the City Council will hear all protests in relation to the adoption of the proposed Resolution of Necessity authorizing the filing of eminent domain proceedings for the acquisition of the Overhead Electric Easement as described above.

At said hearing, the City Council may establish the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Project.
4. The environmental review required by law has been prepared and adopted.
5. The offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record for the full amount established as the fair market value of the property.

YOU ARE HEREBY NOTIFIED that you may appear at the hearing and be heard on Items 1, 2, 3, 4, and 5 above only. If you wish to appear and be heard on these matters, please submit a written request within fifteen days of the date of mailing of this notice. Please direct any such requests to:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

The enclosed "Request to be Heard" form may be used which is attached hereto as Exhibit C. Failure to file a written request to appear and be heard within fifteen days

after the mailing of this Notice may result in a waiver of your right to be heard. (California Code of Civil Procedure Section 1245.235(b)(3).)

Sincerely,

Nico Procos
Director of Silicon Valley Power

EXHIBIT A

SVP REF:

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
STORAGE EQUITIES, INC.
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
APN: 224-36-039
EASEMENT AREA: 7,000 SQ.FT. ±

DESCRIPTION:

The westerly 25.00 feet of the parcel of land conveyed in that certain Grant Deed recorded December 31, 1986 as Document No. 9092674, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located along the centerline of Bassett Street; thence South 1°06'00" West 1,005.27 feet along the centerline of said Bassett Street (as shown on Page 2 of this Exhibit) to a monument located along the centerline of said Bassett Street; thence continuing South 1°06'00" West 206.65 feet along said centerline; thence South 88°54'00" East 33.00 feet to the northwesterly corner of said Grantor's Parcel and easterly right-of-way of Duane Avenue and the **POINT OF BEGINNING**; thence South 75°10'12" East 25.74 feet along the northerly line of said Grantor's Parcel; thence South 1°06'00" West 286.93 feet to said easterly right-of-way of Duane Avenue and the beginning of a non-tangent curve concave northeasterly having a radius of 54.00 feet; thence northwesterly 40.18 feet along said curved right-of-way through a central angle of 42°37'54"; thence North 1°06'00" East 262.77 feet along said easterly right-of-way to the **POINT OF BEGINNING.**

CONTAINING: 7,000 sq. ft., more or less.

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: N/A	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC
SALT LAKE CITY, UTAH
660 West 700 South Woods Cross, UT 84087 (801) 292-9854

STORAGE EQUITIES, INC.
APN: 224-36-039
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054

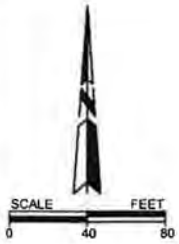
SILICON VALLEY POWER.
CITY OF SANTA CLARA

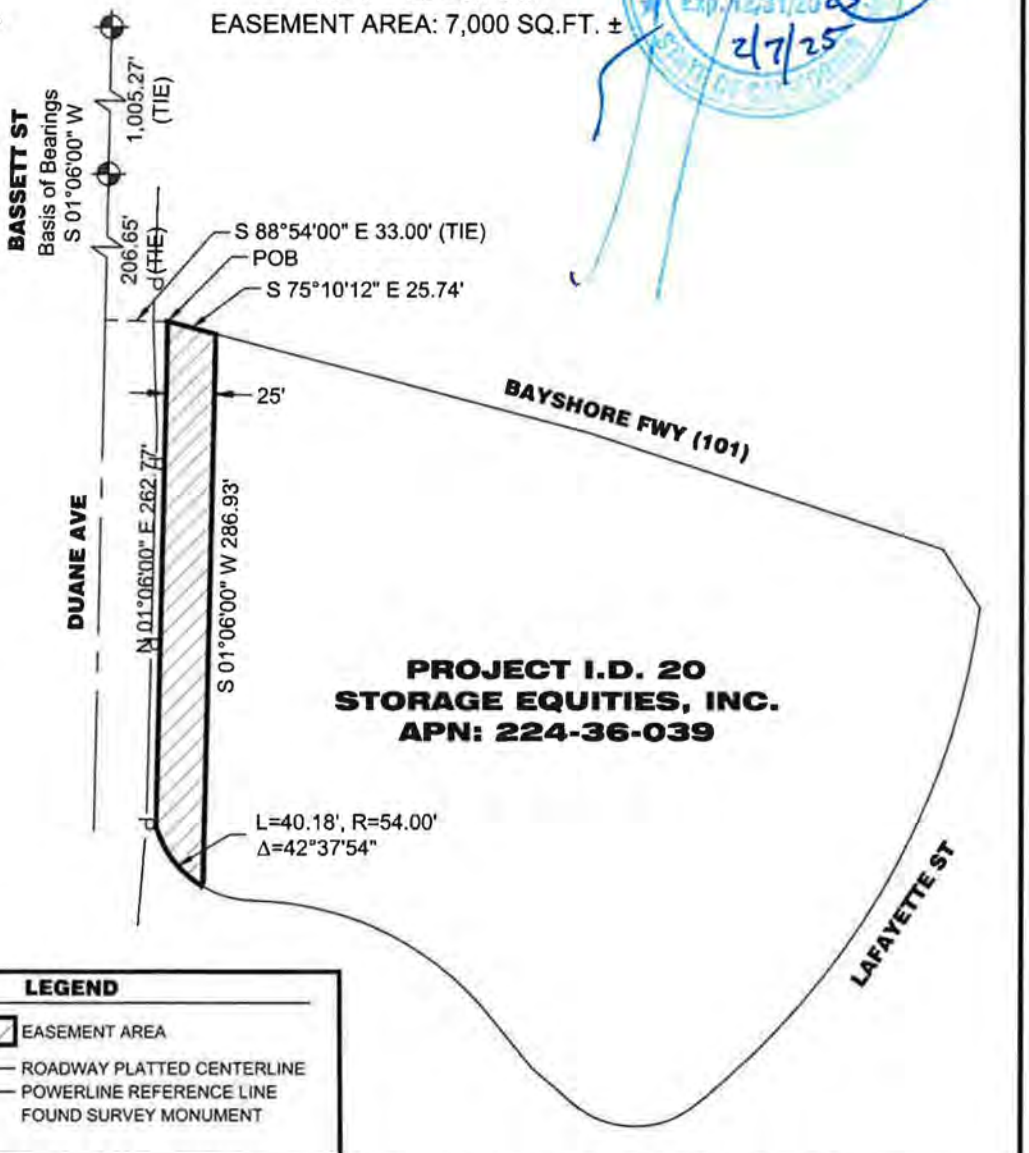
SHEET: 1 of 2

EXHIBIT "A"

SVP REF:

OVERHEAD ELECTRIC EASEMENT ACROSS:
STORAGE EQUITIES, INC.
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054
APN: 224-36-039
EASEMENT AREA: 7,000 SQ.FT. ±





LEGEND

- EASEMENT AREA
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0	DATE: 2-7-25		SCALE: 1" = 80'	BY: GAB	CHK: GHH	APP: JJC

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
860 West 700 South Woods Cross, UT 84087 (801) 292-8954

STORAGE EQUITIES, INC.
APN: 224-36-039
881 DUANE AVE.
SANTA CLARA, CALIFORNIA 95054

SILICON VALLEY POWER.
CITY OF SANTA CLARA

SHEET: 2 of 2

SCLA-56598\2334874.1

EXHIBIT B

Exhibit A Description

[i] a 7,000 square foot permanent Easement in, on, over, along and across the real property described and depicted in Exhibit "A" ("Easement Area") for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of fee owner. In exercising said right of ingress and egress, easement holder shall, wherever practical, use existing roads and lanes across lands of fee owner, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to fee owner and any occupants of fee owner's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the fee owner for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the easement holder's use of the Easement. Any other use of the Easement Area by fee owner shall be subject to easement holder's express written consent and only after easement holder's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Easement holder may trim any trees or remove any tree or structure which are in or adjacent to the Easement Area which, in easement holder's reasonable determination, interferes with its use of the Easement. Easement holder may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the easement holder's facilities or equipment located within the Easement.

EXHIBIT C

REQUEST TO BE HEARD

Date: _____, 2025

To: Nora Pimentel, Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Sir/Madam:

The undersigned hereby requests the opportunity to be heard on the City of Santa Clara's Notice of Intention to Adopt Resolution of Necessity to Condemn Real Property, set for the agenda of November 18, 2025.

Sincerely,

Signed:

_____

Print Name:

_____

Address:

_____

_____

25-1591 Agenda Date: 11/18/2025

REPORT TO COUNCIL

SUBJECT

Action on Introduction of a “Special Event Zone” Ordinance Regulating and Prohibiting Certain Activities within a Protected Area in Connection with the 2026 Major Events at Levi's® Stadium

BACKGROUND

Since it opened in 2014, Levi's® Stadium (Stadium) has hosted a number of large-scale events drawing statewide, national, and international attention. These include Super Bowl L in 2016, and the College Football Playoff National Championship in 2019. For such events, in order to support public safety, operations, traffic and operational logistics, and the general public health, safety and welfare of event goers and the surrounding community, the City implemented temporary “special event zone” regulations. Vendor congestion and counterfeit merchandising were also addressed.

The Stadium is scheduled to host two more global-scale events in 2026, Super Bowl LX in February and FIFA World Cup 2026 matches in June and July. Consistent with past practices, the City is again contemplating adopting temporary “special event zone” regulations to help support public safety, operations, traffic and operational logistics, and the general public health, safety and welfare of event goers and the surrounding community . Both the NFL and FIFA support such regulations, and the Stadium Authority and City agreements related to these events contemplate that City staff will prepare and present such regulations for City Council consideration and action.

City staff has now prepared an updated set of special event zone regulations that have been customized for Super Bowl LX and the FIFA World Cup (See Attachment 1). In preparing such regulations, aside from expert input from the Santa Clara Police Department, and other involved City staff, City staff also reviewed and incorporated provisions from recent sets of similar regulations enacted for major events held at other venues. NFL and FIFA input was also solicited. The resulting set of regulations, updated to be consistent with current “best practices,” are now presented for City Council consideration and action.

DISCUSSION

In General

The proposed Special Event Zone ordinance (“Special Event Zone”), prepared for use during certain designated special events at the Stadium, including the upcoming 2026 Major Events at the Stadium, is designed to advances four core objectives:

1. Public safety and emergency access in high-density areas;

2. Orderly operations around the Stadium and related sites;

3. Aesthetics and consumer protection, including combating counterfeit goods; and

4. Mobility management, reducing pedestrian and vehicular conflicts caused by unpermitted sidewalk sales and pop-up activations.

To achieve these objectives, the proposed Special Event Zone regulations have been narrowly tailored. For one, they only apply during designated event activation periods for each event (generally, just before, during and just after the events themselves). The regulations also only apply within the specified geographic areas expected to be impacted by event activities; for the 2026 Major Events these areas are shown on the attached Exhibit A (See Attachment 2). The ordinance also includes provisions that would allow for its regulations to apply to future major events through the adoption of a City Council resolution specific to such event(s).

In general, the ordinance pauses existing peddler permits within the Special Event Zone during activation; prohibits outdoor sales of food, beverage, or merchandise visible from streets/sidewalks unless part of an approved, permitted operation; prohibits mobile unit commercial vending; requires permits for temporary structures; restricts unpermitted giveaways/sampling; maintains existing permitting for parades/races/block events; and limits unpermitted commercial signs/advertising visible from public streets while preserving exempt signage and ordinary-course business activities at locations with appropriate City approvals. Enforcement is contemplated primarily through administrative remedies and citations, with targeted tools for counterfeit goods and other unlawful activity.

Specific key provisions of the Special Event Ordinance are summarized below.

Sidewalk Vending Permits

There are existing permitting processes for sidewalk vending, temporary outdoor uses, and special events on both public and private property in the City of Santa Clara. Sidewalk vending is regulated under Santa Clara City Code Chapter 5.05, which requires sidewalk vendors to obtain a valid permit issued through the Police Department Permits Unit and to comply with location, operations, and public safety standards. In addition, outdoor commercial activity and event programming may require approval through the City's special event permit process for activities occurring on public property, or a Temporary Use Permit under Santa Clara Zoning Code Chapter 18.110 for temporary commercial or assembly uses on private property.

During large-scale or high-attendance events, the City may apply time-limited restrictions on vending and outdoor commercial activities in order to maintain emergency access, prevent sidewalk congestion, and support coordinated public safety operations. The proposed Special Event Zone Ordinance establishes such a temporary framework. Within the Zone and only during designated activation periods, vending permits issued under Chapter 5.05 would be paused, and outdoor commercial activity would be limited unless part of a permitted special event or conducted by an existing business operating in the ordinary course under a valid City entitlement. These measures help ensure that commercial activity within the Zone is organized, safe, and consistent with public safety planning for the 2026 Major Events.

While certain outdoor commercial activities will be temporarily suspended within the Special Event Zone during activation periods, the City will continue to encourage participation by local vendors and small businesses through permitted special event activations and business engagement

opportunities coordinated in advance of the events. This approach ensures a fair and inclusive pathway for vendor participation while still supporting the public safety, mobility, and crowd-management objectives necessary during high-profile international events.

In addition to the regulations on sidewalk vending permits, other key regulations within the Special Event Zone include the following:

1. No outdoor merchandise sales visible from public areas, except by permitted fixed businesses; applies broadly to all types of merchandise.

2. No mobile-unit vending, including trucks, trailers, carts, pushcarts, bicycles, or any wheeled structure.

3. No sale or distribution of illegal or counterfeit goods, regardless of permitting status.

4. Temporary structures require City approval, including tents, canopies, inflatables, wireless equipment, or similar installations.

5. No free product sampling or giveaways, including promotional items, coupons, or commercial services, in outdoor or public areas.

6. Police permit required for any parade, march, race, procession, or block event held on public streets or public spaces.

7. Restrictions on outdoor advertising, including commercial signs, banners, inflatables, LED displays, projections, and mobile advertising, unless exempt or specifically permitted; normal advertising on taxis, buses, and delivery vehicles may continue.

Enforcement

Violations of this Ordinance shall be subject to enforcement through the administrative remedies provided in the Santa Clara City Code, with each day that a violation continues constituting a separate and distinct offense. Violations involving mobile-unit commercial vending within the public right-of-way or City-owned parks shall be penalized pursuant to Section 5.05.420, while all other violations may be prosecuted by administrative citation under Section 1.10.030. In addition to these remedies, the City may seek injunctive relief through the Superior Court, and nothing herein shall preclude the City from pursuing any other enforcement actions or legal remedies available under state, federal, or common law for conduct that independently constitutes a violation of those laws.

Special Event Zone Area

The Special Event Zone boundary is focused on the streets, public access routes, and outdoor gathering areas in the vicinity of the Stadium and the adjoining entertainment and transit corridors. The boundary is designed to encompass the areas where the highest levels of pedestrian and vehicle activity are expected during major event operations, including the phases of event load-in, active event days, and post-event load-out. The Special Event Zone also includes key ingress and egress corridors that serve as primary access points for emergency response, transit services, rideshare operations, Stadium patron traffic, and credentialed event vehicles, ensuring that temporary commercial activities do not impede critical traffic flows.

For the Super Bowl LX and FIFA World Cup 2026, the Special Event Zone includes the Stadium, surrounding public rights-of-way, and adjacent event support areas that serve as primary pedestrian, transit, and vehicular circulation corridors. These areas are used extensively by attendees, staff, media, emergency personnel, and credentialed vendors during each stage of event operations. Prior to each event, large-scale load-in and staging operations will occur, involving the temporary setup of security screening areas, hospitality structures, broadcast compounds, temporary signage, fencing, and media infrastructure. During these periods, City departments and regional partners coordinate logistics for road closures, credentialed access control, and emergency response staging, including maintaining clear access to the Stadium that are essential for efficient and safe event operations.

The Special Event Zone also captures areas needed for multimodal access and spectator management, including the extensive surface parking areas, pedestrian routes, and shuttle and rideshare drop-off zones that support the Stadium and its surrounding activity centers. These facilities generate significant pedestrian movement before and after events, and the Special Event Zone ensures that unpermitted commercial activity does not interfere with safe pedestrian circulation or create spillover impacts into nearby residential neighborhoods. In addition, the Special Event Zone incorporates adjacent major activity hubs such as the Santa Clara Convention Center, California's Great America theme park, and the surrounding hotels, which are expected to host event-related programming, hospitality functions, credentialing centers, media operations, and fan activities throughout the Super Bowl and World Cup periods.

By establishing the Special Event Zone in advance, the City can ensure predictable and coordinated management of outdoor commercial activity, crowd movement, and emergency access throughout these high-impact periods. This geographic approach provides a consistent and transparent regulatory framework that aligns with prior major event practices in Santa Clara, enabling the City to safeguard public health, safety, and mobility while supporting efficient event operations and a positive experience for residents and visitors alike.

Special Event Zone Time Periods

- Super Bowl LX: Proposed activation February 1, 2026 (8:00 a.m.) - February 10, 2026 (10:00 p.m.).
- FIFA World Cup 2026: June 12, 2026 through July 1, 2026, to allow for 24 hours prior to kick-off of the first match day through midnight on final match day.
- Additional Special Events (if any): By separate Council resolution designating the event, dates, and any tailored adjustments.

Coordination and Outreach

The ordinance complements existing permitting (e.g., temporary outdoor uses, special events, encroachment permits) and interagency plans with the Bay Area Host Committee (BAHC), NFL/FIFA partners, Public Safety departments, and Public Works. Staff will implement a communications plan (website, social posts, community outreach, multilingual notices) to inform residents, vendors, and businesses well in advance of activations regarding these ordinance regulations.

Legal Considerations

The ordinance is content-neutral, time-limited, and narrowly tailored to specific locations and dates. It preserves the City's ability to authorize permitted activations that meet safety and coordination standards, maintains ordinary-course business operations for properly permitted, indoor/enclosed venues, and uses administrative remedies for efficient enforcement.

Staff Recommendation

Staff recommends the City Council introduce and waive the first reading of an uncodified ordinance to regulate certain activities within the Special Event Zone around the Stadium during limited activation periods in connection with major events. Adoption of the proposed ordinance implements measures that align with those interests and ensures the City's readiness for time-limited, geographically targeted regulations tied to special events, as defined within the Ordinance, including the Super Bowl LX and FIFA World Cup 2026 events. The ordinance is designed to protect public health and safety, maintain emergency access, and support orderly event operations by placing temporary restrictions on certain outdoor commercial activities and temporary structures within the Special Event Zone. The Special Event Zone, dates, and activation periods are tailored to the events both for time periods and geographic areas impacted. The ordinance mirrors best practices successfully used in Santa Clara for prior major events (e.g., Super Bowl 50, 2019 CFP National Championship) and in neighboring jurisdictions for 2026 readiness.

Next Steps. If introduced with the first reading waived, staff will return for final adoption at the next regular City Council meeting.

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. Even if adoption of the Ordinance was considered to be a project under CEQA, it would be exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of the Ordinance would have a significant effect on environment given that it does not involve or authorize any construction or physical activity that could impact the environment.

FISCAL IMPACT

There is no General Fund impact anticipated beyond staff time to implement and enforce time-limited activations.

COORDINATION

This report and ordinance were coordinated with the City Manager's Office, City Attorney's Office, Police, Public Works, Community Development (Planning/Building/Code); Economic Development and Marketing; Communications; and the Stadium Authority.

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
Introduce an uncodified ordinance entitled “An Ordinance of the City of Santa Clara, California, Regulating Certain Activities within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara,” waive first reading, and direct staff to return for final adoption at the next regular meeting, with authority for the City Attorney to make non-substantive edits.

Reviewed by: Glen Googins, City Attorney
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Proposed Ordinance
2. Exhibit A - Special Event Zone Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, REGULATING CERTAIN ACTIVITIES WITHIN A PROTECTED AREA IN CONNECTION WITH MAJOR EVENTS AND RELATED ACTIVITIES IN THE CITY OF SANTA CLARA

A. WHEREAS, the City of Santa Clara ("City") is home to Levi's® Stadium ("Stadium") which opened in 2014 and regularly hosts football events, concerts, soccer matches, and other events ("Events"); and

B. WHEREAS, some of the Events hosted at the Stadium attract statewide, national and/or international interest, with increased potential for safety and security risks due to their large crowds, enhanced level of media attention, large number of high-profile attendees, and increased commercial and community activity at and around the Stadium ("Special Events"); and

C. WHEREAS, in 2026, the Stadium will host two Special Events, Super Bowl LX (and related events) in February 2026, and FIFA World Cup 2026 (and related events), from late May through early July 2026; and

D. WHEREAS, in addition to the Stadium, the City also has within its jurisdiction various other public and private facilities, parking areas, access roads, thoroughfares and other areas which may be used for the purposes of staging and conducting activities related to the Special Events at the Stadium, including support of Special Event security, logistics, traffic management and other community or commercial activities associated with the Special Events; and

E. WHEREAS, the Special Events will require extensive event load-in and load-out

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operations, including temporary structures, hospitality installations, security screening areas, broadcast compounds, fencing, and wayfinding systems, all of which necessitate maintaining clear and predictable access routes for emergency services, credentialed personnel, and freight deliveries; and

F. **WHEREAS,** the primary ingress and egress corridors serving the Stadium are essential for the safe movement of attendees, emergency vehicles, transit providers, rideshare operations, and Event support staff; and

G. **WHEREAS,** the Stadium is supported by extensive surface parking areas, pedestrian walkways, shuttle zones, and transit connections that experience significant pedestrian volumes before and after Special Events, and temporary restrictions on unpermitted vending and commercial activity within these areas are necessary to safeguard pedestrian travel and protect adjacent residential neighborhoods from spillover impacts; and

H. **WHEREAS,** event and hospitality facilities adjacent to the Stadium, including the Santa Clara Convention Center, California's Great America theme park, and nearby hotels are expected to host Special Event related activities such as credentialing operations, media production, hospitality functions, fan activations, and community programming, creating additional demand for coordinated public safety, mobility management, and regulation of outdoor commercial activity; and

I. **WHEREAS,** given increased security risks, increased number of people visiting the City to attend or participate in, and large scale of Special Events, and related activities, the City has determined that it is within the public interest to adopt certain temporary regulations ("Special Event Regulations") to mitigate and manage these

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risks consistent with City's interest in preserving the public's health, safety and welfare; and

J. **WHEREAS,** the City's specific purposes for adopting the Special Event Regulations include: (1) promoting and protecting public health, safety, and welfare in and around the Stadium and other areas within the City impacted by Special Events; (2) exercising responsible public stewardship by managing Special Events to maximize economic benefits to the community, while protecting the public interest; (3) promoting and protecting good order and aesthetic qualities in and around the Stadium during Special Events and minimizing commercial blight; and (4) managing congestion and pedestrian and vehicular traffic flow within a specifically defined area around the Stadium ("Special Event Zone") that would otherwise impede the free and safe flow of traffic, presenting safety and security risks, by hindering security operations and interfering with emergency vehicle access; and

K. **WHEREAS,** the Special Event Zone boundaries will be specific to each Special Event, and will generally align with the geofenced rideshare map, underscoring the need to preserve adequate traffic flow, avoid congestion, and maintain safe and orderly transportation operations during Special Events; and

L. **WHEREAS,** establishing the Special Event Zone in advance of Special Events will allow the City to implement predictable and transparent regulations, coordinate enforcement, and maintain safe and efficient event operations from early event preparation through post-event crowd dispersal; and

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M. WHEREAS, certain Special Event Regulations regulate sidewalk vendors and those regulations are directly related to the health, safety, and welfare concerns identified in Santa Clara City Code section 5.05.440 which exist upon the sidewalks and other pedestrian paths within the Special Event Zone; and

N. WHEREAS, in order to tailor the application of the Special Event Regulations to the time periods and the specific geographic areas where the public health, safety and welfare concerns are expected to arise, the Special Event Regulations will only apply, during the time periods designated for each Special Event and only within the Special Event Zone designated for each Special Event; and

O. WHEREAS, these designated time periods are intended to encompass not only the days on which the Special Events occur, but also the necessary lead-up and operational phases including load-in, construction of temporary facilities, credentialing, security screening, and crowd-management preparations during which health, safety and welfare impacts similarly exist; and

P. WHEREAS, maintaining these regulations continuously throughout the full preparation, event, and dispersal periods, rather than intermittently turning them on and off, is essential to ensuring consistent application, effective enforcement, operational clarity for the public and stakeholders, and the uninterrupted protection of public safety and orderly event operations; and

Q. WHEREAS, based on the foregoing, the City has a substantial interest in adopting the Special Event Regulations set forth in this Ordinance, which shall be effective only during the specified dates and times applicable to Special Events and within the Special Event Zone designated.

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

SECTION 1: That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted by the City Council as a part of this Ordinance.

SECTION 2: Definitions. For purposes of this Ordinance the following terms shall have the meanings ascribed thereto:

a. "Special Event" shall mean (1) Super Bowl LX, (2) FIFA World Cup 2026, or (3) any similar event held at the Stadium, expected to attract statewide, national and/or international interest, with increased potential for safety and security risks due to their large crowds, enhanced level of media attention, large number of high-profile attendees, and increased commercial and community activity at and around the Stadium that is designated as a "Special Event" by resolution adopted by the City Council.

b. "Special Event Time Period" shall mean the time period leading up to and after a Special Event during which Special Event Regulations shall be in effect. For Super Bowl LX the Special Event Time Period shall commence on January 29, 2026, at 8:00 a.m. and shall expire on February 10, 2026 at 10:00 p.m. For FIFA World Cup 2026 the Special Event Time Period shall commence twenty-four hours to the first match and continue until midnight on the final match day. The specific Special Event Time Period for FIFA World Cup 2026 is June 12, 2026, at XX through midnight on July 1, 2026.

Other Special Event Time Periods shall be designated by the City Council by

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Resolution.

c. “Special Event Zone” shall mean with respect to Super Bowl LX and FIFA World Cup 2026 that certain area surrounding the Stadium expected to be impacted by the conduct of such events and any related activities thereby necessitating the imposition of the Special Event Zone Regulations as more particularly shown on the map and description attached hereto as Exhibit "A" including all publicly owned property, public rights of way and private property located therein. Other Special Event Zones shall be designated by the City Council by Resolution.

SECTION 3: Special Event Zone Regulations. With respect to each Special Event designated in accordance with the terms of this Ordinance, the following regulations shall apply for the duration of the Special Event Time Period and within the Special Event Zone designated for such Special Event.

a. Pause on Existing Permits within Special Event Zone. All permits issued pursuant to Chapter 5.05 of the Santa Clara City Code for approved locations within the Special Event Zone shall be paused. If any such permit holder peddles at alternative approved locations designated in the permit, the permit shall only be paused in part, as applied to the approved location within the Special Event Zone, and shall remain in full force and effect as applied to the alternative approved location.

b. Prohibition on Outdoor Sales of Food and Beverage. The outdoor sale of any food or beverages to the public visible from any public street, sidewalk or public rights of way shall be prohibited, including alcoholic beverages, except food or beverages sold or distributed in the ordinary course of business at a location for which the City has issued a Certificate of Occupancy, Conditional Use Permit or permit under

Section 3(h)(Permits Required for Parades, Races and Block Events) of this ordinance.

c. Prohibition on Outdoor Sales of Merchandise. The outdoor sale or distribution of merchandise (used in its broadest sense and including commercial property or transaction(s) of every kind) to the public visible from any public street, sidewalk or public right of way shall be prohibited, except merchandise sold or distributed in the ordinary course of business at a location for which the City has issued a Certificate of Occupancy, Conditional Use Permit or permit under Section 3(h)(Permits Required for Parades, Races and Block Events) of this ordinance.

d. Prohibition on Mobile Unit Commercial Vending. Commercial vending from any "mobile unit," which includes any vehicle, truck, trailer, pushcart, wagon, bicycle, dray, conveyance or structure on wheels, not firmly fixed to a permanent foundation, whether or not required to have a license to operate issued by the California Department of Motor Vehicles, is prohibited.

e. Prohibition on Violation of State and Federal Laws. The sale or distribution of merchandise that violates state or federal law, including without limitation counterfeit merchandise, regardless of whether the person selling or distributing is operating pursuant to a special permit authorized by this Ordinance, or elsewhere in the Santa Clara City Code, is prohibited.

f. Permits Required for Temporary Structures. No temporary structure shall be constructed, placed, occupied or used (including, but not limited to, temporary location of mobile wireless communication facilities, tents, canopies, umbrellas and air-supported, air-inflated and tensioned membranes) unless previously approved

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pursuant to a permit issued by the City.

g. Prohibition on Distribution of Free Products. The distribution or provision of free products, commercial services or coupons (otherwise referred to as sampling) and other promotional giveaways on public streets, sidewalks or rights of way or outside an enclosed building is prohibited.

h. Permits Required for Parades, Races and Block Events. No person shall hold, manage, conduct, carry on or permit to be held, managed, conducted or carried on any parade, march, race, procession, or block event, in or upon any public street, highway, public park or public place without first obtaining a written permit from the Police Department that meets the findings required by Santa Clara City Code section 12.15.040.

i. Permits Required for Outdoor Commercial Signs and Advertising Displays. Consistent with Santa Clara Zoning Code Chapter 18.42 outdoor commercial signs and advertising displays (including, but not limited to, portable signs, signs placed on public utility poles, flags, banners, video screens, cold air balloons, electronic message boards, projections of commercial messages, inflatables, light emitting diode signs of a commercial nature and building wraps) visible from any public street are prohibited, except for signs that qualify as exempt signs under Santa Clara Zoning Code section 18.42.070, or have a valid permit issued pursuant to Santa Clara Zoning Code Chapter 18.42. Except as otherwise provided in this paragraph, mobile advertising (including, but not limited to signs on or attached to a “mobile unit” portable device or person) is prohibited. Notwithstanding the foregoing, buses, taxicabs, and other delivery vehicles that display advertising as a secondary use of

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the vehicle in the ordinary course of business, may travel within the Event Zone to pick up and drop off passengers and goods.

SECTION 4: Violations and Penalties.

a. Mobile Unit Commercial Vending Violations. Violations of the "Prohibition on Mobile Unit Commercial Vending" provision within the public right-of-way or in a park owned and operated by the City, are punishable by the administrative remedies authorized in Santa Clara City Code section 5.05.420.

b. Administrative Remedies. Except as otherwise prohibited by state law, violations of any other provision of this ordinance by any person, firm, corporation, agent or employee thereof may be prosecuted as an administrative citation as set forth in Santa Clara City Code section 1.10.030. Each day that a violation is permitted to exist shall constitute a separate offense.

c. Other Enforcement Options. In the event a violation of this ordinance also constitutes a violation of any other provision of the Santa Clara City Code, the offender shall be prosecuted pursuant to this ordinance exclusively, and the fine and penalty shall be as set forth in this Section 4. In addition to any other remedies herein, this ordinance may be enforced by an injunction issued by the Superior Court upon any suit by the City. If any activity that constitutes a violation of this ordinance also constitutes a violation of any state, federal, or common law, this ordinance shall not be the exclusive remedy and shall not be deemed to abrogate any other rights and remedies that may exist under law.

SECTION 5: Severability. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the

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remaining portion or sections of the ordinance. The City Council declares that it would have adopted the ordinance and each section, subsection, sentence, clause or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

SECTION 6: No Impact on Existing Prosecutions/Fees. The changes provided for in this Ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 7: CEQA. Adoption of this Ordinance is not a "project" as defined by CEQA pursuant to CEQA Guidelines section 15378 because it does not have any potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves only organizational and administrative activities of the City; it does not involve or otherwise authorize any construction or physical activity that could impact the environment. Even if adoption of the Ordinance was considered to be a project under CEQA, it would be exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of the Ordinance would have a significant effect on environment given that it does not involve or authorize any construction or physical activity that could impact the environment.

SECTION 8: Ordinance not codified. This Ordinance shall not be codified in the Santa Clara City Code.

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SECTION 9: Effective date. This Ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2025, 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: (type None here or type brief description below)

1. Exhibit A - Special Event Zone for Super Bowl LX and FIFA World Cup 2026

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EXHIBIT A
Special Event Zone for Super Bowl LX and FIFA World Cup 2026
(To Be Attached)

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